



Agenda  
City Council Regular Meeting  
Tuesday, September 18, 2018  
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Model Business License Ordinance (5 minutes)
  - Cathleen Koch, Administrative Services Director
2. Capital Improvement Plan (15 minutes)
  - Cathleen Koch, Administrative Services Director
3. Discuss Meeting Agenda Items (10 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:**

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

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

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

Minutes:

4. September 4, 2018 City Council Meeting Minutes
  - Heather Kintzley, City Attorney

Ordinances - First Reading:

5. Ordinance No. 32-18, Amending RMC Title 23 and the Official Zoning Map of the City of Richland to change zoning on 0.44 acres located along Keene Road from PPF to C-3
  - Kerwin Jensen, Community Development Director
6. Ordinance 49-18, Amending Chapter 5.04 of the Richland Municipal Code related to Business, Professions, and Occupations
  - Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

7. Ordinance No. 47-18, Amending the 2018 Budget in the General Fund for Hotel/Motel Lodging Tax Funding  
- Jon Amundson, Assistant City Manager
8. Ordinance No. 48-18, Amending the 2018 Budget in the Park Reserve Fund, General Fund and Park Project Construction Fund  
- Joe Schiessl, Parks and Public Facilities Director

Resolutions – Adoption:

9. Resolution No. 126-18, Setting a Public Hearing Date for the Proposed Vacation of a Portion of Shockley Road Right-of-Way  
- Pete Rogalsky, Public Works Director
10. Resolution No. 128-18, Approving a Purchase and Sale Agreement with Coleman Oil  
- Kerwin Jensen, Community Development Director
11. Resolution No. 129-18, Authorizing a Change Order to Contract No. 109-18 for the Queensgate Drive and Columbia Park Trail Improvements Project  
- Pete Rogalsky, Public Works Director
12. Resolution No. 130-18, Setting a Public Hearing Date to Consider the Lorayne J Annexation  
- Kerwin Jensen, Community Development Director
13. Resolution No. 131-18, Approving a Purchase and Sale Agreement with Washington Securities & Investment Corporation  
- Kerwin Jensen, Community Development Director
14. Resolution No. 132-18, Authorizing a Revocable License Agreement and a Construction and Maintenance Agreement with Washington Securities & Investment Corporation for Use and Maintenance of a Portion of Keene Road Trail Park  
- Joe Schiessl, Parks and Public Facilities Director
15. Resolution No. 133-18, Approving the Final Plat of Wild Canyon Phase I  
- Kerwin Jensen, Community Development Director

Items for Approval:

16. Appointment to the Parks and Recreation Commission: Craig Slougher  
- Heather Kintzley, City Attorney
17. Appointment to the Richland Public Facilities District Board: Miriam Kerzner  
- Heather Kintzley, City Attorney
18. Appointments to the Utility Advisory Committee: Harry Staven and Charles LoPresti  
- Heather Kintzley, City Attorney
19. Proclamation of Appreciation: Zachary Finch  
- Heather Kintzley, City Attorney

Expenditures - Approval:



20. Expenditures from August 27, 2018 - September 7, 2018 for \$5,405,145.88 including Check Nos. 260989-261403, Wire Nos. 7083-7097, Payroll Check Nos. 138158-138713, and Payroll Wire/ACH Nos. 10602-10631  
- Cathleen Koch, Administrative Services Director

#### **Items of Business:**

21. Resolution No. 134-18, Approving a Purchase and Sale Agreement with Packaging Corporation of America  
- Kerwin Jensen, Community Development Director
22. Resolution No. 135-18, Approving an Eighth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.  
- Kerwin Jensen, Community Development Director

#### **Reports and Comments:**

1. City Manager
2. City Council
3. Mayor

#### **Adjournment**

City Council Meetings are broadcast live on CityView Channel 192 and online at [CI.RICHLAND.WA.US/CITYVIEWTV](http://CI.RICHLAND.WA.US/CITYVIEWTV)

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



# COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Agenda Item

Subject:

Model Business License Ordinance (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Agenda Item

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

**Subject:**

Capital Improvement Plan (15 minutes)

**Department:**

Administrative Services

**Ordinance/Resolution Number:**

**Document Type:**

Presentation

**Recommended Motion:**

None.

**Summary:**

The City Manager and Administrative Services Director met with the Council Capital Improvement Plan (CIP) Subcommittee to review the 2019 CIP. Subcommittee members included Mayor Pro Tem Terry Christensen and Councilmembers Phil Lemley and Michael Alvarez.

The CIP represents an important element in the City's long-range and strategic planning. It is a multi-year planning tool used to identify needed capital projects for improvements to the City's owned and operated infrastructure and to coordinate the financing and timing of these improvements. The CIP document is a road map for the next six years and is strategically implemented to address the City's 6 Core Focus Areas: Promote Financial Stability & Operational Effectiveness, Manage & Maintain Infrastructure & Facilities, Increase Economic Vitality, Manage Our Natural Resources, Maximize Community Amenities and Enhance Neighborhoods & Community Safety.

The CIP will be presented to the full Council at the Workshop. After Council's review, the City Manager will incorporate the CIP into the 2019 Proposed Budget.

**Fiscal Impact:**

**Attachments:**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

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**Subject:**

September 4, 2018 City Council Meeting Minutes

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**Department:**

City Attorney

**Ordinance/Resolution Number:**

**Document Type:**

Minutes

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**Recommended Motion:**

Approve the City Council Meeting Minutes from September 4, 2018.

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**Summary:**

None.

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**Fiscal Impact:**

None.

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**Attachments:**

- I. September 4, 2018 Council Meeting Minutes



# **MINUTES**

## **RICHLAND CITY COUNCIL REGULAR MEETING**

**Richland City Hall ~ 505 Swift Boulevard**  
**Tuesday, September 4, 2018**

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### **Pre-Meeting Workshop:**

Mayor Pro Tem Christensen called the pre-meeting to order at 6:15 p.m. in the City Manager's Conference Room in the City Hall Annex building.

### **Attendance:**

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

#### **1. Interviews for the Richland Public Facilities District Board**

Council interviewed one candidate for the Richland Public Facilities District Board.

#### **2. Discussion of Council Meeting Agenda Items**

Joining the meeting after the interview were City Manager Reents, Assistant City Manager Amundson, Interim Chief of Police Taylor, and City Attorney Kintzley.

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

Ms. Reents gave an update on the Chief of Police recruitment and the social media interest regarding the recruitment.

Ms. Kintzley updated Council on the letters received from Tri-City Railroad regarding its proposed condemnation action. Ms. Kintzley also gave an update on the letter received from the Port of Benton regarding closure of the Yakima River Train Bridge for 72 hours on September 12-14, 2018. As a final matter, Ms. Kintzley discussed preparation of a memorandum capturing options related to the Hearing Examiner process.

### **Regular Meeting:**

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

### **Welcome and Roll Call:**

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

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

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

**COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER COUNCILMEMBER KENT SECONDED A MOTION TO EXCUSE MAYOR THOMPSON. THE MOTION CARRIED 6-0.**

**Pledge of Allegiance:**

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

**Approval of Agenda:**

**MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.**

**Presentations:**

3. New Hire/Retirements
  - Cathleen Koch, Administrative Services Director

Ms. Koch announced the retirees Lee Perez, Equipment Operator, with 25 years of service; Jim Bird, Equipment Operator, 5 years of service; and Deborah Roe, Police Officer with 24 years of service. She then introduced the new hires: Brian Pope, Civil Engineer I; Barbara Hart, Emergency Communications Dispatcher; Christy Munden, Emergency Communications Dispatcher; Elena Folta, Emergency Communications Dispatcher; Jeni Copeland, Emergency Communications Dispatcher; Kimberly Schultz, Emergency Communications Dispatcher; Kraig Warr, Emergency Communications Dispatcher; Mark Anthony Torrescano, Emergency Communications Dispatcher; Sarah Hoskins, Emergency Communications Dispatcher; Tracy Christensen, Emergency Communications Dispatcher; William "Bill" Howard, Emergency Communications Dispatcher; and Zachary Gagnon, Emergency Communications Dispatcher.

4. Back the Blue Proclamation
  - Mayor Pro Tem Christensen

Mayor Pro Tem Christensen read the Back the Blue Proclamation. The representative for the Back the Blue event was unable to attend the meeting to receive the proclamation.

5. Attendance Awareness Month/United Way Attendance Matters Proclamation  
- Mayor Pro Tem Christensen

Mayor Pro Tem Christensen read the Attendance Awareness Month Proclamation. The representative for the Attendance Awareness Month event was present to receive the proclamation and addressed the audience briefly expressing appreciation.

**Public Hearing:**

City Attorney Kintzley read the Public Hearing and Public Comments procedures.

6. Amending the 2018 Budget in the General Fund, Park Reserve Fund and Park Project Construction Fund - Ordinance No. 48-  
- Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl said this budget amendment proposes to appropriate additional funding from the Park Reserve Fund to meet obligations of the General Fund and Park Project Construction Fund. An overview of the projects to be funded was provided. Mr. Schiessl said Ordinance No. 48-18 is on tonight's agenda for first reading.

Mayor Pro Tem Christensen opened the public hearing at 7:42 p.m. and closed the public hearing at 7:43 p.m. as there were no public comments.

7. Proposed 2018-2020 Collective Bargaining Agreement with the International Union of Operating Engineers (IUOE), Local Union No. 280 - Resolution No. 121-18  
- Cathleen Koch, Administrative Services Director

Ms. Koch said this public hearing is held to allow for input on the 2018-2020 Collective Bargaining Agreement (CBA) with International Union of Operating Engineers (IUOE), Local Union No. 280. Ms. Koch advised that the proposed CBA was aligned with Council's parameters for bargaining. She said Resolution No. 121-18 is on tonight's agenda for Council consideration.

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

**Public Comments:**

Lisa Thomas, 331 Westerdand Drive, Richland, WA expressed her concerns on the recruitment process for the new Richland Chief of Police.

Ed Bridges, 1845 Leslie Road, Richland, WA expressed his concerns on the Richland Chief of Police recruitment process.

**Consent Calendar:**

City Attorney Kintzley read the Consent Calendar.

Minutes:

8. Approve the City Council Meeting Minutes from August 21 and 28, 2018  
- Heather Kintzley, City Attorney

Ordinances - First Reading:

9. Ordinance No. 47-18, Amending the 2018 Budget in the General Fund for Hotel/Motel Lodging Tax Funding  
- Kerwin Jensen, Community Development Director
10. Ordinance No. 48-18, Amending the 2018 Budget in the Park Reserve Fund, General Fund and Park Project Construction Fund  
- Joe Schiessl, Parks and Public Facilities Director

Ordinances - Second Reading/Passage:

11. Ordinance No. 46-18, Authorizing a Bond Issuance and Participant Agreement with Energy Northwest for the Horn Rapids Solar Storage and Training Project  
- Clint Whitney, Energy Services Director

Resolutions – Adoption:

12. Resolution No. 71-18, Approving the Final Plat of Sundance Estates North  
- Kerwin Jensen, Community Development Director
13. Resolution No. 121-18, Approving the 2018-2020 Collective Bargaining Agreement with the International Union of Operating Engineers, Local Union No. 280  
- Cathleen Koch, Administrative Services Director
14. Resolution No. 122-18, Authorizing an Interlocal Agreement with the Franklin Conservation District for Public Education Program Services  
- Pete Rogalsky, Public Works Director
15. Resolution No. 123-18, Authorizing an Interlocal Agreement with Benton County for Equipment and Services  
- Pete Rogalsky, Public Works Director
16. Resolution No. 124-18, Authorizing a Request to Reallocate Surface Transportation Program (STP) Funds to the Columbia Park Trail Improvements - East Project  
- Pete Rogalsky, Public Works Director



17. Resolution No. 125-18, Authorizing a Facility Use Agreement with the Richland Lacrosse Club for use of Badger Mountain Park
- Joe Schiessl, Parks and Public Facilities Director

Items for Approval:

18. Appointments to the Economic Development Committee: Joey Chacon and Rae Moss
- Heather Kintzley, City Attorney
19. Authorize Travel for Mayor Thompson
- Cindy Reents, City Manager

Expenditures - Approval:

20. Expenditures from August 13, 2018 - August 24, 2018 for \$13,129,359.26 including Check Nos. 260499- 260988, Wire Nos. 7051-7082, Payroll Check Nos. 137575-138157, and Payroll Wire/ACH Nos. 10586-10601
- Cathleen Koch, Administrative Services Director

**COUNCILMEMBER ANDERSON MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.**

**Reports and Comments:**

1. City Manager Reents said a dedication is scheduled for September 8, 2018 at 4:00 p.m. for the Columbia Playfield basketball court.

Mr. Whitney said the RiverFest event is scheduled September 10, 2018, in Columbia Park beginning at 11:00 a.m.

2. City Council

Councilmember Anderson said that public comments are considered by the Council and gave assurances that many City issues are discussed thoroughly in other meetings besides a Council meeting.

Councilmembers Kent and Lukson and Mayor Pro Tem Christensen agreed with Councilmember Anderson's comments.

Councilmember Alvarez said he supports the Richland Police Department and the excellent services they provide the community.

**Adjournment:**

Mayor Pro Tem Christensen adjourned the meeting at 8:07 p.m.

Respectfully Submitted,

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Marcia Hopkins, City Clerk

**FORM APPROVED:**

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Robert J. Thompson, Mayor

**DATE APPROVED:**

**DATE PUBLISHED:**



# COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Ordinances - First Reading

Key 3 - Economic Vitality

**Subject:**

Ordinance No. 32-18, Amending RMC Title 23 and the Official Zoning Map of the City of Richland to change zoning on 0.44 acres located along Keene Road from PPF to C-3

**Department:**

Community Development Services

**Ordinance/Resolution Number:**

32-18

**Document Type:**

Ordinance

**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 32-18, amending RMC Title 23 and the Official Zoning Map of the City of Richland to change the zoning on 0.44 acres from Parks & Public Facilities (PPF) to General Business (C-3) subject to the land use limitations of a Property Use and Development Agreement.

**Summary:**

Greg Markel, president of Washington Securities & Investment Corporation (WSIC), has filed a rezone request to change the zoning classification on a 0.44-acre site from PPF (Parks & Public Facilities) to C-3 (General Business). The subject property is currently owned by the City and is a narrow strip of land adjacent to a city pedestrian/bicycle path.

Through separate action, Mr. Markel will be purchasing the subject property from the City of Richland and then incorporating the subject property into a much larger parcel of land that he already owns with plans to construct a commercial retail center on the property. The site was the subject of a recent surplus action by Richland City Council whereby the site was deemed surplus to the City's needs with the intent to sell it to Mr. Markel (Resolution No. 73-18).

The Hearing Examiner recommends approval of the rezone request subject to the limitations of a Property Use and Development Agreement (PUDA) restricting adult uses and limiting building height.

Staff recommends approval of Ordinance No. 32-18 for first reading, by title only.

**Fiscal Impact:**

New development will increase the demand on city services and contribute to increased property and sales taxes for the city. The change in zoning classification is not likely to increase demand for city services above what would have been anticipated in the current zoning classification.

**Attachments:**

1. Ordinance No. 32-18
2. May 17, 2018 - Hearing Examiner's Rezone Recommendation - Markel 2
3. Staff Report Z2018-102 - Keene Rd. Surplus Property - Markel 2

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 32-18

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 0.44 acres from Parks & Public Facilities (PPF) to General Business (C-3) subject to the land use limitations of a Property Use and Development Agreement.

WHEREAS, on May 3, 2018 the Richland Hearing Examiner held a duly advertised public hearing to consider a petition to change the zoning of the property hereafter described in Section 2, and generally located north of Keene Road and West of Queensgate Drive; and

WHEREAS, upon Council approval, petitioner Greg Markel, President of Washington Securities & Investment Corporation, will execute a Property Use and Development Agreement (PUDA) regarding said property as a condition of approval; and

WHEREAS, on May 17, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone subject to the land use limitations of the PUDA; and

WHEREAS, Richland City Council has considered the record created at the May 3, 2018 public hearing, and has considered the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is C-3 General Business when consideration is given to the interest of the general public.

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

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF SAID COUNTY AND STATE; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND THE WEST LINE OF SAID LOT 3 SOUTH 00°29'36" WEST 16.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID LOT 3 SOUTH 68°03'36" EAST 250.80 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°24'38" HAVING A RADIUS OF 5920.55 FEET AND AN ARC LENGTH OF 352.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE PROJECTION OF THE EAST LINE OF SAID LOT 3 SOUTH 27°19'33" WEST 34.02 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 25°20'21" WEST, THROUGH A CENTRAL ANGLE OF 03°23'57" HAVING A RADIUS OF 5886.55 FEET AND AN ARC LENGTH OF 349.24 FEET; THENCE NORTH 68°03'36" WEST 179.41 FEET; THENCE NORTH 23°02'40" EAST 15.50 FEET; THENCE NORTH 68°03'36" WEST 64.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00°29'36" EAST ALONG SAID WEST LINE 19.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.44 ACRES MORE OR LESS.

Section 3. Such property is rezoned from Parks & Public Facilities (PPF) to General Business (C-3) subject to the land use limitations of the Property Use and Development Agreement attached as **Exhibit A** and incorporated herein by this reference.

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No.16, which is one of a series of maps constituting said Official Zoning

Map, as shown on the attached **Exhibit B** and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, duly certified by the Clerk as a true copy.

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

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

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

Date Published: \_\_\_\_\_

## **Exhibit A to Ordinance No. 32-18**

### **PROPERTY USE AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between the CITY OF RICHLAND and WASHINGTON SECURITIES &  
INVESTMENT CORPORATION, a Washington for-profit corporation (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by Gregory Markel on behalf of Washington Securities Investment Corporation (hereinafter "Petitioner") for a change of zone covering a 0.44-acre portion of a 10.4-acre parcel, being Benton County Tax Parcel # 1-2298-300-001-0000 located at 2390 Keene Road (hereinafter "Property") and more particularly described in Ordinance No. 32-18.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from PPF - Parks and Public Facilities to C-3 - General Business, Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

- 1) Any and all building(s) constructed on the property shall not exceed a maximum height of thirty-five (35) feet as measured from the elevation of that portion of Keene Road lying directly south of the site, to the peak of any portion of the roof not including ancillary rooftop appurtenances such as HVAC equipment, vent pipes and similar features related to the mechanical function of the building(s).
- 2) To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, use of the property shall be restricted from containing any "Adult Use Establishments" as defined in the Richland Municipal Code, as currently adopted in RMC 23.06.030 or as hereinafter amended. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C), as currently adopted or as hereafter amended, remain in effect.

This agreement shall be filed with the Benton County Auditor as a matter of record, and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner or Petitioner's heirs, successors and assigns with respect to the subject Property or any part thereof.

The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

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

CITY OF RICHLAND

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Cindy Reents, City Manager  
City Manager

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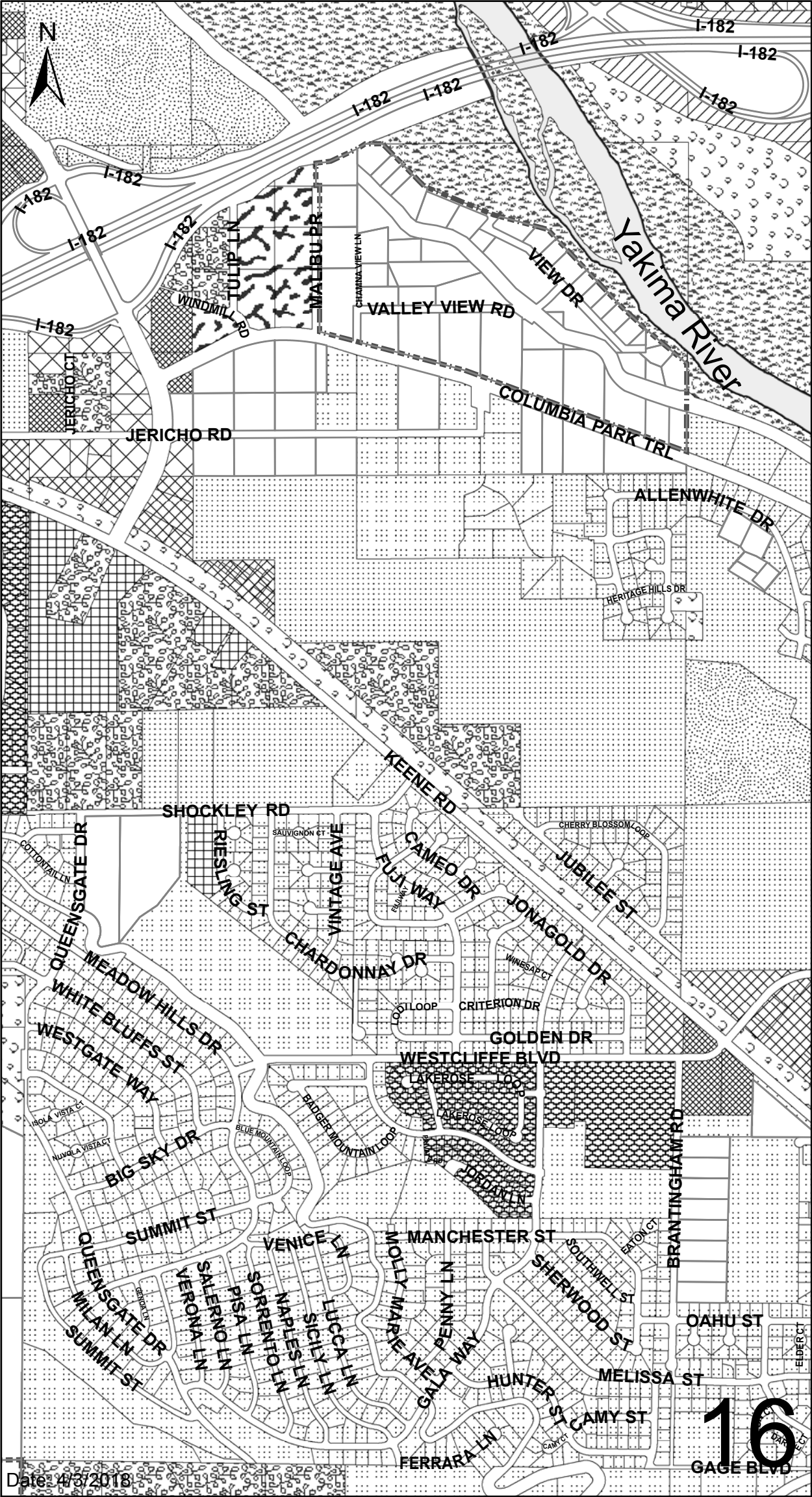
Greg Markel, President of WSIC  
Petitioner

APPROVED AS TO FORM:

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Heather Kintzley, City Attorney





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

Regarding the Applications to **Rezone** three )  
vacant portions of land located in the )  
triangle formed by Jericho Road, Queensgate )  
Drive, and Keene Road, from C-1 )  
(Neighborhood Retail) and PPF (Parks & )  
Public Facilities) to C-3 (General Business), )  
submitted by the property owners )

**File No. Z2017-106 (Wenner)**  
**File No. Z2017-107 (Markel – 1)**  
**File No. Z2018-102 (Markel – 2)**

**JEFF WENNER AND GREG MARKEL,** )  
Applicants )

**FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

**I. SUMMARY OF RECOMMENDATION.**

This Recommendation addresses three rezone requests that involve substantially similar issues and public comments expressing concerns about an unrestricted rezone approval. In the interest of promoting economy and efficiency in scheduling matters taken up by the City Council, these related items are addressed in this single Recommendation of approval, noting that all of the requested rezones seek the same new zoning classification, C-3 (General Business), and all three decisions should be subject to contemporaneous approval of an appropriate Property Use and Development Agreement(s) for the properties, substantially in a form as approved by the City Attorney. With this condition, the property owners, Mr. Wenner and Mr. Markel, can meet the burden of proof to demonstrate that their requested rezones merit approval, and legitimate public concerns about compatibility of certain potential uses and projects can be appropriately addressed.

**II. BACKGROUND and APPLICABLE LAW.**

In rezone matters, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION RE: WENNER AND  
MARKEL REZONE APPLICATIONS TO ASSIGN  
THE C-3 CLASSIFICATION TO THREE SITES  
LOCATED IN THE TRIANGLE FORMED BY  
JERICHO ROAD, QUEENSGATE DRIVE, AND  
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,  
AND Z2018-102**

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

1 recommendation for consideration and final action by the Richland City Council. *See* Richland  
2 Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit  
3 application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC  
4 19.25.110(authority for Examiner actions, including conditions of approval on applications or  
5 appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

6 The applicant bears the burden of proof to show that its application conforms to the relevant  
7 elements of the city’s development regulations and comprehensive plan, and that any significant  
8 adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a  
9 site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency  
10 review must be undertaken to determine the transportation impacts (if any) that could be created by  
11 the proposed action. RMC 19.50.010(C).

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

### 20 III. QUESTIONS PRESENTED.

21 For purposes of the pending rezone application, the central questions presented are:

22 A. Whether the requested rezones implement policies of the City’s Comprehensive Plan,  
23 and/or whether there has been a change of circumstances since the original zoning adopted for the  
24 site?

25 *Short Answer:* Yes.

26 B. Whether the requested rezones bear a substantial relationship to the public health, safety,  
morals, or general welfare?

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

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

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION RE: WENNER AND  
MARKEL REZONE APPLICATIONS TO ASSIGN  
THE C-3 CLASSIFICATION TO THREE SITES  
LOCATED IN THE TRIANGLE FORMED BY  
JERICHO ROAD, QUEENSGATE DRIVE, AND  
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,  
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1  
2  
3 **IV. RECORD.**

4 Exhibits entered into evidence as part of the record for all three rezone requests, and an  
5 audio recording of the public hearings conducted for such applications, are maintained by the City  
6 of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

7 **Hearing Testimony:** The following individuals presented testimony under oath at the duly  
8 noticed consolidated public hearing for two of the applications, Wenner (Z2017-106) and Markel-1  
9 (Z2017-107), held on February 22, 2018:

- 10 1. Shane O'Neill, Interim Planning Manager/Senior Planner for the City of Richland;  
11 2. Pete Rogalski, Public Works Director for the City of Richland;  
12 3. Harvey Pritchett, for the applicants;  
13 4. Greg Markel, one of the applicants;  
14 5. Ron Marsh, local resident, President of Country Ridge homeowners' association;  
15 6. Jeff Marty, local resident;  
16 7. Gordon Beecher, local resident;  
17 8. Mary Banks, local resident;  
18 9. Spencer Peterson, local resident, spoke for Horizon Heights' homeowners;  
19 10. Phillip Clarke, local resident;  
20 11. David Ashley, local resident; and  
21 12. Jeff Wenner, one of the applicants.

22 Following the first public hearing, the Examiner held the record open for the parties to work  
23 with city staff to explore language for potential agreements that might limit uses and projects that  
24 drew the focus of public opposition to the requested rezones. Mr. Wenner submitted a copy of his  
25 Purchase and Sale Agreement with the Church of Nazarene, covering the land addressed in his part  
26 of this rezone application. He suggested that his limited intent, to expand his storage business  
operations on the site, and that certain restrictions in his purchase agreement, limiting the height of  
any building to no more than 16 feet and mandating a CMU wall/fence along the north and west  
ends of his property, should obviate the need for any Property Use and Development Agreement to  
address numerous concerns expressed at the public hearing. Mr. Markel submitted a proposed  
Property Use and Development Agreement, under which building heights would be limited to 35  
feet, and no adult uses would be permitted on the site. At the same time, in mid-March of 2018,  
Staff advised the Examiner that yet another, related, rezone application would be coming forward  
for a portion of land that attaches to Mr. Markel's property covered by his first rezone application.  
This strip of land has been surplus by the City, and is currently zoned PPF. Mr. Markel submitted  
his second rezone application (Z2018-102, "Markel - 2") covering the PPF strip of land, that is not

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1 needed for the City's trail that runs along Keene Road, adjacent to the Markel property. Like his  
2 original rezone application, the Markel-2 application seeks C-3 zoning for the additional strip of  
3 land. That application was addressed in a public hearing held on May 3<sup>rd</sup>. The applicant, Mr.  
4 Markel, appeared at the second public hearing, and expressly agreed to accept and apply the same  
5 terms of any Property Use and Development Agreement that would apply to his 'triangle' piece of  
6 property addressed in File No. Z2017-107. No one appeared at the second public hearing to  
7 question or oppose the Markel-2 rezone request.  
8

9 ***Exhibits:*** In the weeks prior to each public hearing, the Examiner received copies of two  
10 thorough Staff Reports, prepared by Development Services, specifically Mr. O'Neill, each of which  
11 included a recommendation of approval for all of the requested rezones. The Staff Reports and all  
12 Exhibits referenced therein were all accepted into the Record in their entirety without modification.  
13 Exhibit 8 is the compilation of written public comments, most of which opposed the rezone without  
14 restrictions to prevent potential adult uses, excessively tall buildings, and the like.

15 The Examiner visited the road network and vicinity of the proposed rezone requests and is  
16 fully advised on matters at issue herein, including without limitation adjacent developments and  
17 land uses, applicable law, application materials, and relevant comprehensive plan provisions.  
18

## 19 **V. FINDINGS OF FACT.**

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

### 21 ***Applications, Public Notice, and Review***

22 1. In late December of 2017, the applicants submitted a joint petition to rezone two vacant  
23 properties from C-1 to C-3, each located in the triangle located north of Keene Road between  
24 Jericho Road and Queensgate Drive. The Wenner property is addressed as 2500 Jericho Road, and  
25 is located immediately west of the Wenner's existing Queensgate Storage facility. The Markel-1  
26 property is addressed as 2290 Keene Road. Together, these two properties are just about 4 acres.  
*Staff Report for first public hearing.*

2. On or about April 4, 2018, Mr. Markel submitted a second, stand-alone rezone application,  
for a narrow strip of land that he has purchased from the city as the adjacent landowner. In this  
recommendation, the roughly 55-foot wide site is referenced as the "Markel-2" property. The  
Markel-2 property is a recently-surplused strip of land, with just .44 acres, running parallel to Keene  
Road, between the Markel-1 property and the Keene Road Trail Park managed by the City's Parks  
and Public Facilities Department. *Staff Report for May 3<sup>rd</sup> hearing; Ex. 10 to May 3<sup>rd</sup> Staff Report,*  
*Richland City Council Resolution No. 73-18.* The second rezone request seeks to apply the same  
C-3 zoning to all of Mr. Markel's property, subject to the same terms of an appropriate Property Use  
and Development Agreement that would apply to all of the rezoned property addressed in this

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Recommendation.

3. Virtually all of the property located in the “triangle” area, where the Wenner and Markel rezone requests are located, is already designated for Commercial uses in the City’s Comprehensive Plan. The surplus strip of land is presently designated for Developed Open Space, though that designation was obviously used to apply to land that would eventually be developed with the Keane Road pedestrian trail. Now that the trail has been designed and developed, the narrow strip of land was deemed surplus to the City’s needs, and sold to Mr. Markel. Accordingly, if this rezone is approved, staff will seek Council’s approval to amend the Comprehensive Plan to reduce the size of the DOS zone, eliminating surplus portions, and confirming a more appropriate Commercial zoning designation recommended herein. *(See discussion in Second Staff Report, at page 6).*

4. North of the rezone areas, across Jericho Road, there are a mix of uses, including a church, a residence, and an auto repair business. To the east, there is a self-storage facility and a gas station. To the south and west, there are single-family homes and some vacant land. Keene Road separates the rezoned properties from developments to the south. *(Staff Report; Site Visit; Aerial photos).*

5. The joint application includes the following notation as “Justification” for the requested rezone: *“The zone change to C-3 will allow for the expansion of the Queensgate storage facility...” [re: Wenner application]; and would “allow for drive through operation and later operational hours.” [re: Markel application]. (Ex. 1, joint rezone application from December of 2017).*

6. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter.

7. Because staff deemed the application to be consistent with the City’s Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses, and the City’s plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). Staff issued a second SEPA determination for Mr. Markel’s second rezone request, finding that a rezone of the narrow, surplus, strip of land, would not have any adverse environmental impacts. No one challenged any SEPA determination issued for any part of the rezone requests.

8. Written public comments received are included in the record as part of Exhibit 8. Most comments focused on concerns with potential adult uses, normally included as permitted uses in the C-3 zone; concerns with taller buildings on the site; concerns about compatibility with homes in the area; and general concerns about traffic, noise, and property values, if the properties are not developed in a manner and with uses that compliment rather than conflict with adjacent uses.

9. Staff confirmed that none of the proposed rezones will have any material impact on capacity for the existing local street system serving the properties in question.

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1 ***Summary of Public Hearings.***

2 10. At the first public hearing for the joint rezone application, Mr. O'Neill made a brief  
3 presentation regarding the joint application, the site, and his recommendation of approval, as  
4 explained in the Staff Report. The applicants were present, and explained their intent to develop  
5 their properties in a manner that they hope would be compatible with the surrounding area. A  
6 number of local residents were present at the hearing. Mr. Marsh expressed concerns of the  
7 Country Ridge Homeowner's Association, about the potential for noise, lighting and traffic  
8 problems that could result from the rezone. Mr. Marty expressed his opinion that a bar is not a  
9 neighborhood friendly use, and he speculated that the rezone could let the cat out of the bag,  
10 allowing for 80 foot tall buildings, noise, long hours, adult uses, and possible homeless shelters.  
11 Mr. Beecher expressed concerns as a resident of the Upper Country Ridge neighborhood, located  
12 uphill across Keane from the subject properties, noting that he shares concerns about more traffic,  
13 too expansive list of permitted uses if the site is rezoned, and general concerns about new  
14 development and its impact on the recreation path that borders the properties. Ms. Banks testified  
15 that she lives in Country Ridge, and that she can already hear parties from the distant Bookwalter  
Winery, so she is concerned about noise from any new project on the subject properties, which are  
much closer to her home. Mr. Peterson, Mr. Clarke, and Mr. Ashley reiterated general opposition to  
the requested rezones, including concerns with hotels or other buildings up to 80 feet tall.  
Responding to public comments, the applicants reiterated their intent to develop relatively small  
projects that should not result in adverse impacts on surrounding properties. Mr. Wenner focused  
on his intent to use the property for an expansion of his storage unit business. Mr. Markel noted that  
the restaurant drive-through he hopes to locate on the site would be similar to others in the Tri-  
Cities that have not generated the problems some of the public comments suggested. Both  
applicants emphasized that they have no intent to allow any adult uses on their properties, and that  
they were not planning to build tall buildings, especially nothing near 80 feet like mentioned in  
some comments.

16 11. In response to public comments, both applicants reiterated that they do not plan to allow adult  
17 uses on their properties. The Examiner questioned the applicants and staff, and provided the parties  
18 with additional time to explore terms of possible Property Use and Development Agreements that  
19 might limit uses or projects that could cause adverse impacts on the surrounding area. The Record  
20 was left open so the parties could explore such option. In the end, Mr. Markel submitted a proposed  
21 Agreement, which would prohibit adult uses on his property, and limit building heights to 35 feet,  
22 excluding mechanical equipment. (*Ex. 9 to May 3<sup>rd</sup> Staff Report*). Mr. Wenner submitted a copy of  
23 his purchase agreement, with the Nazarene Church, which obligates him to record a private  
covenant limiting any building height on his property to no more than 16 feet, and to build an 8-foot  
tall CMU fence/wall along portions of the site. (*Ex. 10, Post-hearing exhibit added by the Examiner  
to First Staff Report, Email from Mr. O'Neill to the Examiner, dated March 6, 2018, transmitting  
Mr. Wenner's Purchase Agreement*). Even without such private agreement, RMC  
23.42.180(A)(2)(b) would apply during building permit review, and staff relies on this provision to  
require a block wall, a minimum of 8 feet in height, along all property lines containing outdoor

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storage uses (i.e. mini-warehouses). *Id.*

12. With respect to public comments and concerns about possible adult uses on the Wenner or Markel properties, it appears as though such worry is not grounded in law, because existing city codes expressly prohibit adult uses within 500 feet of any residential-zoned property or a church. RMC 23.42.030 includes specific locational requirements that apply to any “adult use establishment” in the City of Richland, including: “A. Adult use establishments shall be prohibited within 500 feet of any area of the city zoned for residential purposes. [ ]”; and “B. Adult use establishments shall be prohibited within 500 feet of any church or other religious facility or institution.” The Nazarene Church property is located less than 500 feet from the Wenner property. In fact, it is across the street from the site. And, single-family zoned properties are located less than 500 feet away from the Markel property, across Keene Road. The examiner finds that concerns about adult uses on the two sites involved in this joint application are not valid and do not serve as a basis to deny this rezone request.

13. Comments about traffic were not supported by any professional studies or qualified expert testimony that would establish how the requested rezone, from one Commercial zone to another, would have any adverse traffic impacts. Keene Road is classified as a principal arterial. The surrounding streets are all constructed to meet city standards, and any new curb-cuts for access to any new projects would have to meet city development standards. There is no credible evidence to establish that traffic problems provide a legitimate basis to deny the requested rezone.

14. Public comments expressing concerns about 80-foot tall buildings were based on the more generous building heights that are permitted in the C-3 zone, i.e. 80-feet. There are no tall buildings along Keene in the vicinity of the requested rezone. Buildings over 3 stories might appear out of scale with the surrounding area, as noted by some public comments. Both applicants confirmed that they are not seeking the rezone so they can develop projects with 80-foot buildings. In fact, Mr. Wenner appears willing to purchase his property subject to a 16-foot height restriction, and Mr. Markel expressly agreed to limit building heights on his property to no more than 35 feet. These conditions are respectful concessions made by the applicants in response to public comments.

15. Comments opposing the rezone for the Markel property included general concerns about any bar or restaurant with hours that run beyond a relatively early bedtime. As Mr. Markel explained, restaurants and bars find it helpful to have hours that extend beyond 11:00 p.m., to allow for more time to serve their customers, and help improve the bottom line. Restaurants and bars with limited hours may fail if they do not and cannot remain open when customers are willing to patronize their establishments. The Examiner takes notice of strict liquor licensing requirements in Washington State, and quality law enforcement provided by the Richland Police Department. Given the quality of service provided in the City of Richland, there is no legitimate basis to simply assume that any bar or restaurant will generate problems wherever it might be located. Such concerns do not provide a legitimate basis to deny the requested rezone of the Markel property. Operators who run a bar or restaurant that constitutes a nuisance or public safety hazard can and often do lose their liquor license. The Examiner finds that bar and restaurant owners have an economic incentive to ensure

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1 that their businesses do not present nuisances or safety hazards to neighbors.

2 16. While some nearby residents may have a view of the potentially rezoned properties, there is no  
3 legal basis to deny a rezone to essentially preserve views onto vacant land. While some additional  
4 types of businesses are permitted in the C-3 zone, there are plenty of currently permitted business  
5 types that could be developed on the properties using the current C-1 zoning regulations that might  
6 be perceived as ugly, unattractive, or undesirable to someone in the area. Rezones are not denied or  
7 approved based on what might be built on the site. City development regulations include a number  
8 of detailed performance standards that are intended to regulate and mitigate potential impacts of  
9 future developments on neighboring properties throughout the community, including the two  
10 properties at issue herein. Specific development permit applications trigger project review, and  
11 requirements to comply with city development regulations and performance standards. A rezone  
12 does not entail the same level of review.

13 17. Through March and April, Mr. Markel worked with City officials to acquire the narrow strip of  
14 surplus city property that abuts the Keene Road Trail Park on one side and the Markel-1 property  
15 identified in the first joint rezone application. As mentioned above, on or about April 4, 2018, Mr.  
16 Markel submitted a second, stand-alone rezone application, for the narrow strip of land that he has  
17 purchased from the city as the adjacent landowner. In this recommendation, the roughly 55-foot  
18 wide site is referenced as the "Markel-2" property, and is just .44 acres. *Staff Report for May 3<sup>rd</sup>*  
19 *hearing; Ex. 10 to May 3<sup>rd</sup> Staff Report, Richland City Council Resolution No. 73-18.* The second  
20 rezone request seeks to apply the same C-3 zoning to all of Mr. Markel's property, subject to the  
21 same terms of an appropriate Property Use and Development Agreement that would apply to the  
22 Markel-1 property.

23 18. City staff complied with all applicable notice and environmental review requirements  
24 associated with both rezone petitions. No one challenged the DNS threshold determinations issued  
25 for each application. And, while the first public hearing for the joint Wenner/Markel-1 application  
26 generated significant public comment, the second public hearing, held on May 3<sup>rd</sup>, for the Markel-2  
application, generated no comments from the general public, and no opposition. Based on the lack  
of public comment and lack of opposition to the Markel-2 rezone request, it appears as though most  
commenters involved in the first rezone hearing were satisfied with efforts made by the applicants  
to assure local residents that no adult uses would or could be located on their properties, and that  
building heights would not be anywhere near the 80-feet permitted in a C-3 zone.

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

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

23 **FINDINGS OF FACT, CONCLUSIONS AND**  
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1  
2 ***Consistency with City Codes and Comprehensive Plan.***

3 20. As explained elsewhere in this Recommendation, the first two rezone sites are already  
4 designated as “Commercial” in the City’s Comprehensive Plan, and the request is to modify the  
5 classification from one Commercial classification to another, in this case from C-1 to C-3. The  
6 third rezone site is merely an undeveloped strip of surplus-land, that is no longer needed for park  
and open space purposes. *See Ex. 10 to May 3<sup>rd</sup> Staff Report, Res. No. 73-18.* It is reasonable and  
prudent, and good public policy, to rezone the narrow strip of surplus-land to the same zoning  
classification assigned to the private property with which it will be consolidated.

7 21. Based on the record, the Examiner finds and concludes that the requested rezone from one  
8 Commercial classification to another in an area where commercial uses already face some  
9 residential uses that are located across a busy principal arterial roadway (Keene Road), with mixed  
10 uses on other parcels, including a church, gas station, and the Wenner’s mini-storage business, is  
11 appropriate. The requested C-3 zone is not inconsistent with existing land uses located on or zoning  
designations assigned to surrounding properties in the area. As shown on the Zoning Map, multiple  
properties in the same triangle area formed by Keene Road, Queensgate Drive, and Jericho Road are  
already zoned C-3, and to date, no catastrophe, log of nuisance complaints, or spikes in local crime  
were caused by commercial businesses operating on such properties.

12 22. Conditions have changed regarding the Markel-2 property since it was originally zoned for  
13 Parks purposes – it has been surplus by the City Council because it is not needed for city park  
14 purposes. Accordingly, the request to rezone the site to C-3 is fully supported by evidence in the  
15 Record. The requested rezone provides a public benefit, making use of surplus property,  
converting it to commercial uses that can provide jobs, services, incomes, and tax revenues that  
benefit city residents. In sum, it bears a substantial relationship to the public welfare.

16 23. Staff confirms that they will place the item on the list of amendments considered during the  
17 next update cycle for the City’s Comprehensive Plan. It is well-established by Washington Courts  
18 that zoning regulations control over sometimes-inconsistent Comprehensive Plan language.  
19 *Citizens for Mount Vernon v. City of Mount Vernon*, 133 Wn.2d 861, 947 P.2d 1208 (1997). With  
20 respect to the Markel-2 rezone, the Comprehensive Plan, which is the City’s general guide for more  
specific, controlling, development and zoning regulations, can be amended after the rezone is  
approved. There is no credible reason to justify delay in approving the rezone request. It is  
squarely in the public interest to do so, subject to an appropriate Property Use and Development  
Agreement.

21 24. Standing alone, the requested rezones for the Wenner and Markel-1 properties merit  
22 approval because they already conform to the Comprehensive Plan, which identifies the properties  
as suitable for Commercial uses.

23  
24 **FINDINGS OF FACT, CONCLUSIONS AND**  
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***General findings.***

25. The requested rezones bear a substantial relationship to the public health, safety, and general welfare. The requested rezones are appropriate in the context of adjacent properties. To adequately protect local residents, and eliminate any uncertainty regarding adult uses and unusually tall buildings, the Examiner finds that it would be appropriate to make all three rezones subject to compliance with terms of appropriate Property Use and Development Agreements, that prohibit adult uses and building heights over 35 feet. Even though both applicants sincerely explained that they intend to move forward with relatively small projects on their land, i.e. for Mr. Wenner an expansion of mini-storage unit facilities, and for Mr. Markel a drive through restaurant, multi-tenant commercial building, and/or a restaurant with later operational hours, neither applicant can predict the future. A rezone assigns certain permissible uses and development standards to a property, that either applicant can sell to someone else who does not have the same vision or plans. While neither applicant plans to build a tall building, a future owner might not be so accommodating to local residents. And, while current codes make it impossible to locate an adult use on either the Wenner or Markel property, conditions change, and if the church moves (unlikely, but still possible), or if lands around the area were to be rezoned (again, unlikely, but still possible), there might be no way to limit adult uses on such property. Thus, appropriate Property Use and Development Agreements should be included as part of these rezone approvals.

26. The Development Services Division Staff Reports, prepared by Mr. O'Neill, include a number of specific findings and explanations that establish how the underlying applications satisfy provisions of applicable law and are consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, particularly statements dismissing the need for any property use and development agreement, all Findings contained in the Staff Reports are incorporated herein by reference as Findings of the undersigned-hearing examiner.

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

**VI. CONCLUSIONS.**

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. With respect to the joint Wenner/Markel-1 application, the applicants have met their burden to demonstrate that the requested rezones conform to, and in fact implement objectives of, the City's Comprehensive Plan. *Findings; Staff Report.* The Markel-2 rezone request merits approval because there has been a clear change in circumstances regarding the property, it has been surplus because it is no longer needed for parks purposes.

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2. The applicants met their burden to demonstrate that the requested rezones bear a substantial relationship to the public health, safety, or welfare.

3. The Staff Reports and testimony on the record demonstrates that the proposed rezones will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate commercial uses on the rezoned sites. The rezone from one Commercial zoning classification to another, C-1 to C-3, will keep the property compatible with the character of the existing uses and zoning districts surrounding the site. Assigning the same C-3 zoning to the now-surplused strip of land for the Markel-2 request, is in the public interest.

4. Subject to compliance with all development regulations at the time of any project application, and the terms of an appropriate Property Use and Development Agreement for all three properties, substantially in a form as approved by the City Attorney, the rezoned sites will not be materially detrimental to surrounding uses or property.

5. While the pending rezone applications are all categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. The applicants agreed to accept terms that will avoid the parade of horrors expressed by some public comments opposing the rezones, particularly adult uses and unusually tall buildings.

6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezones, subject to frontage improvements and other infrastructure upgrades possibly required as conditions for developing various types of commercial uses on the site. The site visit to the area confirms that the road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing setbacks, will apply to any future projects built on the sites.

7. Based on the record, the applicants demonstrated that their rezone applications merit approval, meeting their burden of proof imposed by RMC 19.60.060.

8. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the sites of the subject rezones.

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

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION RE: WENNER AND  
MARKEL REZONE APPLICATIONS TO ASSIGN  
THE C-3 CLASSIFICATION TO THREE SITES  
LOCATED IN THE TRIANGLE FORMED BY  
JERICHO ROAD, QUEENSGATE DRIVE, AND  
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,  
AND Z2018-102**

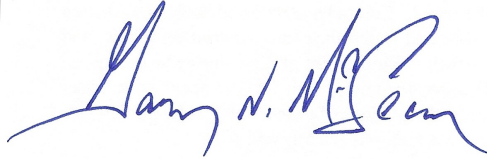
**GARY N. MCLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 505 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the following three rezone requests should all be **APPROVED, subject to terms of a Property Use and Development Agreement(s)**, substantially in a form as approved by the City attorney, which should prohibit adult uses on any of the three properties, and limit building heights to no more than 35 feet, excepting mechanical equipment and the like:

Wenner Rezone Petition – File No. Z2017-106;  
Markel-1 Rezone Petition – File No. Z2017-107; and  
Markel-2 Rezone Petition – File No. Z2018-102.

ISSUED this 17<sup>th</sup> Day of May, 2018



Gary N. McLean  
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION RE: WENNER AND  
MARKEL REZONE APPLICATIONS TO ASSIGN  
THE C-3 CLASSIFICATION TO THREE SITES  
LOCATED IN THE TRIANGLE FORMED BY  
JERICHO ROAD, QUEENSGATE DRIVE, AND  
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,  
AND Z2018-102

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

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

**GENERAL INFORMATION:**

PROPOSAL NAME: Markel Surplus Property Rezone

LOCATION: North of Keene Road, South of Jericho Road and west of Queensgate Drive

APPLICANT: Greg Markel

FILE NO.: Z2018-102

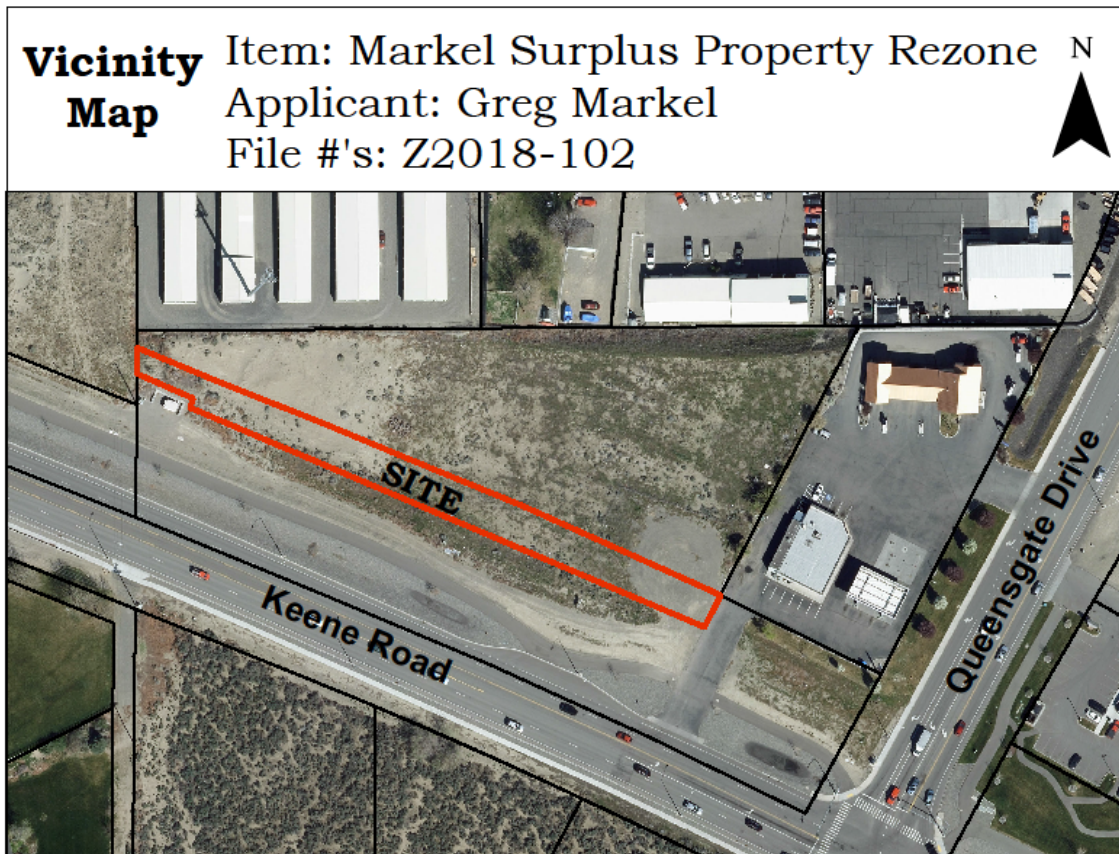
DESCRIPTION: Request to change zoning of 0.44 acres from PPF (Parks and Public Facilities) to C-3 (General Business)

PROJECT TYPE: Type 3 Site-Specific Rezone

HEARING DATE: May 3, 2018

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED ACTION: Approval



**Figure 1 - Vicinity Map**

#### DESCRIPTION OF PROPOSAL

Greg Markel has filed a rezone request to change the zoning classification of a 0.44 acre site from Parks & Public Facilities (PPF) to C-3 (General Business) with the intent of commercial site development. Mr. Markel intends to develop the adjacent triangular parcel addressed 2290 Keene Road with three commercial buildings tentatively depicted in Exhibit 4. The subject site is needed to adequately accommodate the proposed buildings, parking areas and front landscaping.

#### SITE DESCRIPTION & ADJACENT LAND USES

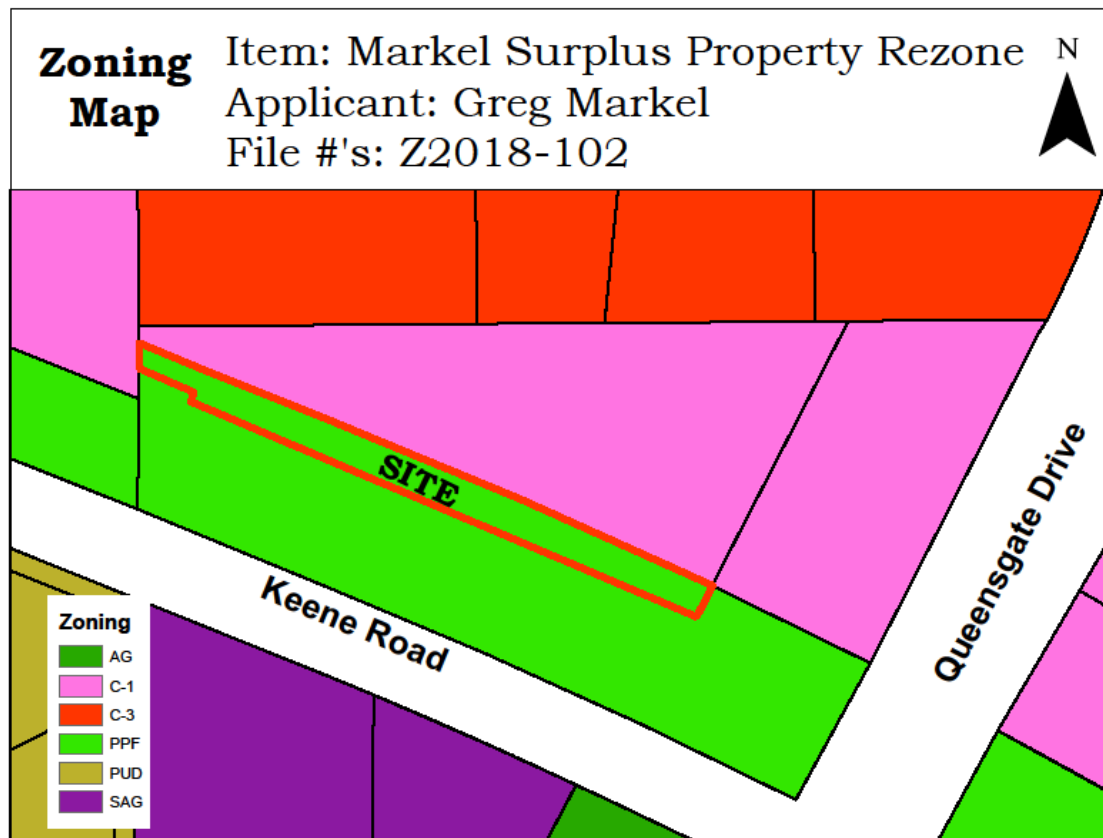
This 0.44-acre site is a portion of a larger 10.4-acre linear parcel which parallels Keene Road for an approximate distance of 3,200 feet. The larger parcel contains a segment of the Keene Road pedestrian and recreational urban trail owned and managed by the City of Richland Parks & Public Facilities Department as a park facility. The subject site however, does not contain any portion of the trail or ancillary components thereof. The site is the subject of a recent surplus action by the City Council whereby the site was deemed surplus to the City's needs (see Exhibit 10 – adopted Resolution #73-18 declaring the site surplus) and made available for sale to Washington Securities & Investments (Greg Markel) for private commercial development.

The site, specifically depicted in Exhibit 6 – BLA survey, slopes down to the north and is partially colonized with Big Sagebrush (*Artemisia tridentata*) and grasses. The subject rezone site is vacant of structures. Ancillary equipment supporting the cellular tower north of the site has been excluded from the surplus action, boundary line adjustment survey and this rezone site. The equipment location is shown as a rectangular notch in the northwest corner of the site.

Keene Road contains a 24-inch water mainline capable of serving future commercial site development. Sewer lines are located at two nearby locations; they are the intersections of Keene Rd. and Jericho Rd. to the west and at Keene Rd. and Queensgate Drive to the east.

SURROUNDING LAND USES:

North – Vacant land  
East – Fueling station with mini-mart  
South – Single-Family Residences, vacant land  
West – Vacant land



**Figure 1 - Zoning Map**



CURRENT ZONING:

Generally, the current PPF zoning assignment allows for development of certain public facilities for education, recreation, assembly and similar public and semi-public uses. A list of permitted uses from chapter 23.30 is included as Exhibit 7 in this report. Dimensional constraints of this small 0.44-acre sliver of land however, severely limit, or eliminate, stand-alone development potential of this site. Reasonably the only practical use of the property aside from incorporation into the adjacent parcel, is retention by the City for continued use as park land.

According to Section 23.30.010 of the Richland Municipal Code (Exhibit 7) the purpose of the PPF district is as follows:

*The parks and public facilities district (PPF) is a special use classification intended to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. This zoning classification is intended to be applied to those portions of the city that are designated as developed open space and public facility under the city of Richland comprehensive plan.*

SURROUNDING ZONING DISTRICTS:

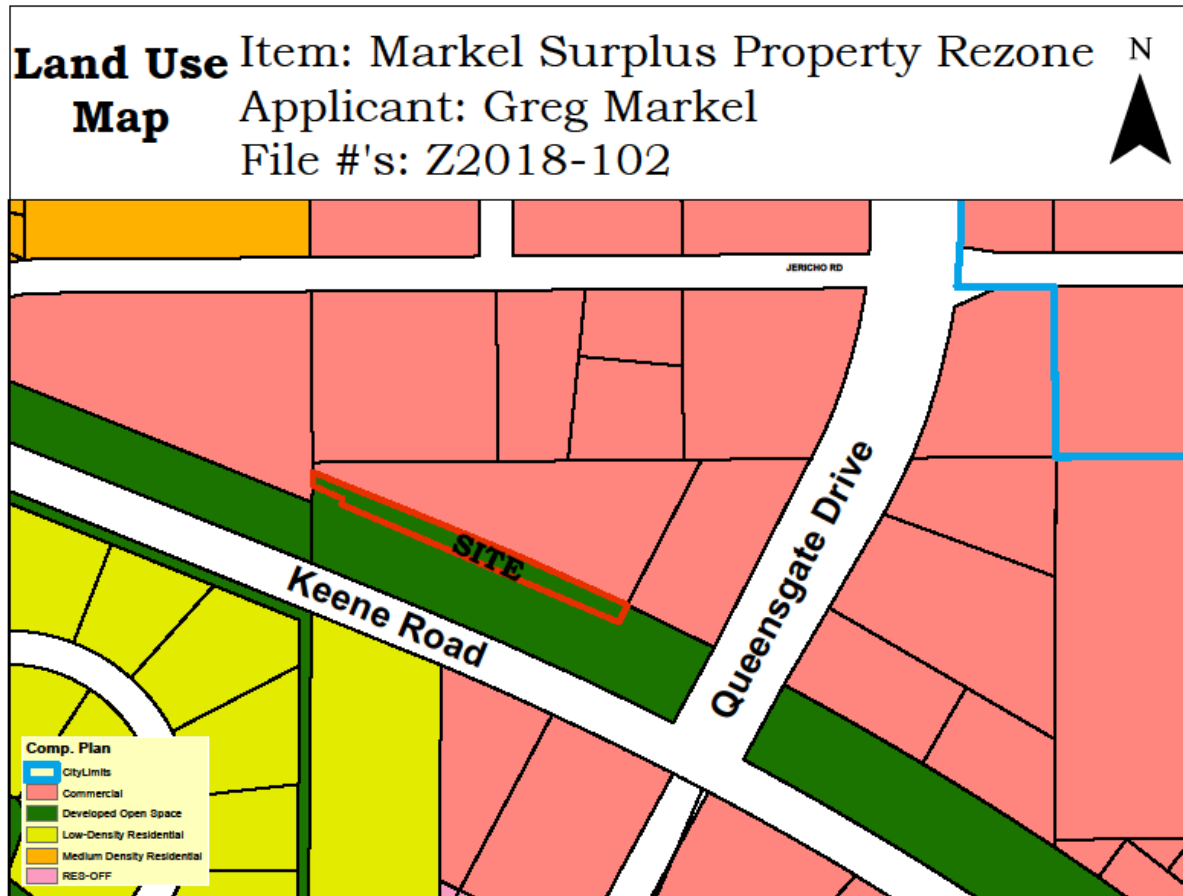
|       |   |                                                             |
|-------|---|-------------------------------------------------------------|
| North | – | C-1 with a C-3 (General Business) reassignment pending      |
| East  | – | C-1 (Neighborhood Retail)                                   |
| South | – | PPF (Parks & Public Facilities)                             |
| West  | – | C-1 (Neighborhood Retail) & PPF (Parks & Public Facilities) |

PROPOSED ZONING

The applicant proposes to convert the zoning of the site to C-3 (General Business) with the stated purpose of lifting hours of operations restrictions for drinking establishments and to allow site development to include drive-thru window service without need for Special Use Permit review as required under C-1 zoning. According to Section 23.22.010(D) of the Richland Municipal Code (Exhibit 8) the purpose of the C-3 district is as follows:

*The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.*

Allowed uses within the C-3 district include many, if not all, automotive related business types, light industrial and manufacturing businesses and all listed retail uses. Residential development of any kind is not permitted on C-3 zoned lands. The commercial section of the Zoning Code (RMC 23.22) is included herein as Exhibit 8. Performance standards and special requirements of the C-3 district [RMC 23.22.020(G)] include measures aimed at reducing nuisance conditions such as noise, dust and fumes experienced by adjacent land uses.



**Figure 2 – Comprehensive Plan Map**

### COMPREHENSIVE PLAN

The City's comprehensive plan designates the site as suitable for Developed Open Space (DOS) land uses. This land use designation is designed to include "golf courses, Federal power transmission and irrigation wasteway easements, private open space, riverfront parks, undeveloped parks and parks intended for long-term open space." This designation has been carried over from the parcels' use as a City

recreation trail. The site occupies the boundary where the DOS designation to the south transitions to the Commercial designation to the north.

Comprehensive Plans are long-term planning documents used to guide broad development patterns for lands within a City's Urban Growth Boundary; their application is to be general in nature. Notably, there is a minor discrepancy here in terms of the Comp. Plan land use designation on the site when considering the application of commercial zoning. In this case the scale of the discrepancy bears light on the significance of the discrepancy. The width of the subject site is approximately fifty five (55) feet. In the professional opinion of Planning Department staff such a small adjustment in zoning maintains alignment with the intent and objectives of the Comprehensive Plan land use map. By way of example, when the land use map is printed, even in large format, the size of this discrepancy occupies no more than the width of dividing lines between land use designations. In fact it is the practice of some cities not to print large-scale Comprehensive Plan land use maps or to generate them with high-resolution to intentionally discourage their administration in a highly detailed fashion; thus maintaining their general guiding purpose.

In part, the explanation above should be used by the Hearing Examiner when considering the implication of the land use designation on the subject rezone application. Additionally, the City intends to follow up on the matter of Comprehensive Plan land use designation compatibility during the City's annual opportunity to amend the Land Use map in the Plan by assigning a Commercial designation to the 0.44-acre site, thereby bringing commercial zoning into conformance with the Plan. As many Washington cities do, Richland anticipates processing said Comprehensive Plan amendment at the end of 2108 to bring the land use map into conformance with this rezone assignment if granted.

Relative to land use goal #5 below, it is noteworthy here that the site is separated from Keene Road right-of-way by an additional swath of City-owned PPF land that contains a section of contiguous pedestrian trail running the length of Keene Road. Converting the sites' zoning would not affect the city trail nor would any modifications to the trails' alignment be necessary to accommodate future development plans as proposed in the tentative site plan (Exhibit 4).

#### COMMERCIAL/OFFICE GOALS & POLICIES

Land use goal #1: Plan for growth within the urban growth area and promote compatible land use.

Policy 2 – Facilitate planned growth and infill developments within the City.

Land use goal #4: Promote commercial and industrial growth that supports the City's economic development goals.

Pertinent policies within this goal are as follows:

Policy 1 – Accommodate a variety of commercial land uses including retail and wholesale and services, and research and professional services.

Policy 3 – Locate neighborhood-oriented commercial land uses in Neighborhood Retail Business areas.

Policy 5: In areas where residential uses are in close proximity to industrial or commercial lands, adequate development standards should be used in industrial or commercial developments to mitigate the impacts on residential uses.

Land use goal # 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1 – Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transportation.

Policy2: Promote pedestrian and bicycle circulation throughout the community by connecting with the City's network of parks and trail systems.

#### PUBLIC NOTICE

|                                            |                |
|--------------------------------------------|----------------|
| Application Date:                          | April 4, 2018  |
| Notice of Application & Hearing Mailed:    | April 17, 2018 |
| Notice of Application & Hearing Published: | April 20, 2018 |
| Notice of Application & Hearing Posted:    | April 17, 2018 |
| Public Hearing:                            | May 3, 2018    |

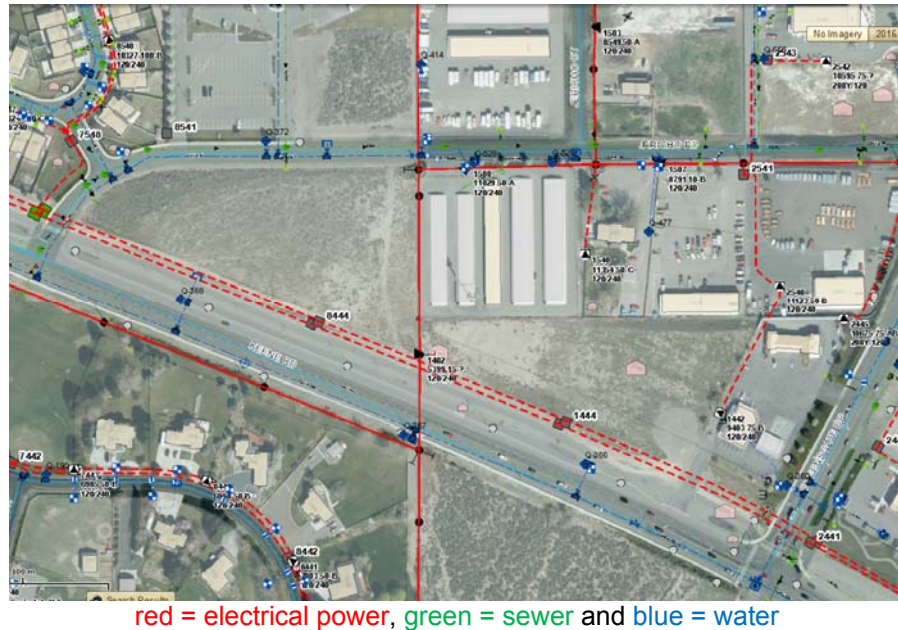
Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 2. As of the date of this report City staff received no public comments submitted for the record. Exhibit 12 is reserved for public comments submitted before or during the public hearing.

#### UTILITY AVAILABILITY

Sewer service will require extension leading to the site from the intersection of Keene Road and Queensgate Drive. The Markel site benefits from a 24-inch water main extending along the entire south boundary of the Markel site in Keene Road. Said water main is sufficiently sized to serve the demand of the uses permitted in the C-3 zone.

Underground electrical power lines lie within the PPF parcel parallel to Keene Road. All of the utility services necessary for site development are currently in place and

are of adequate capacity to serve future site development. The map below is inserted to illustrate the approximate location of municipal utilities.



### TRANSPORTATION

Richland's Comprehensive Plan classifies Keene Road as a principal arterial roadway in the Street Functional Classification System map.

The site will be accessed directly from access from Keene Road. Short Plat #2302 (Exhibit 5) provides the Markel site with 40' worth of an 80' access easement from Keene Road at the southeast corner of the property. Mr. Markel's tentative site plan (Exhibit 4) proposes accessing the site from Keene Road in a more centralized location. Discussions with the City Public Works Department have indicated that the more centralized access point may be acceptable as well.

### SEPA

Following review of the SEPA checklist (Exhibit X) received on April 18<sup>th</sup>, staff determined the rezone proposal does not pose any probable significant environmental impact(s) requiring mitigation or further analysis and issued a Determination of Non-Significance (DNS) contained herein as Exhibit 3. At the time this staff report was prepared no comments on the SEPA determination were received by the City.

### ANALYSIS

The site in this application involves a 0.44-acre portion of a 10.4-acre parcel currently owned by the City. The 0.44-acre site is the subject of a recent surplus property action by the City approved by Resolution 73-18 (Exhibit 10) on April 17, 2018. On April 18<sup>th</sup> Planning staff approved a boundary line adjustment application

(BLA2018-102) authorizing the survey (Exhibit 6) to be recorded; thereby creating the subject site as a unique tax parcel.

The request to assign C-3 zoning to the site is planned to allow for development of the site with retail sales and service businesses without restrictions on hours of operation for drinking establishments and with drive-thru window service without prior Special Use Permit approval. The adjacent 2290 Keene Road parcel is the subject of a pending rezone application (MF# Z2017-106) request to convert the sites' zoning from C-1 (Neighborhood Retail) to C-3 (General Business).

In consideration of the property use and development agreement (PUDA) imposed on the adjacent rezone (Z2017-106) to limit building height to 35 feet as measured from the elevation of Keene Road and restricting the site from containing adult entertainment uses as defined in RMC 23.06.030 staff is proposing to apply an identical PUDA to this 0.44-acre site. The proposed PUDA is included herein as Exhibit 9, less the parcel number as one will not be assigned until the boundary line adjustment survey (Exhibit 6) is processed for recording by Benton County's Assessors Office.

As explained in the Comprehensive Plan section of this report, at this time assigning commercial zoning to the site does not strictly align with the Plan's land use map and that in the event this rezone is granted, staff intends to include this site in the list of items considered for the City's annual Comprehensive Plan Amendment process.

#### FINDINGS AND CONCLUSIONS

Staff has completed its review of the requests for a change in zoning (Z2018-102) and recommends approval of the request based on the following:

1. The subject site is 0.44-acres in size;
2. The site is located north of Keene Road and west of Queensgate Drive;
3. The subject of planning master file # Z2018-102 is an application requesting to convert city zoning of the subject site, illustrated on page 2 of this report, from Parks and Public Facilities (PPF) to General Business (C-3);
4. The adjacent site to the north, addressed 2290 Keene Road, was the subject of a rezone hearing (Z2017-106) to convert the site to C-3 zoning where a property use and development agreement containing identical limitations to those contained in exhibit #9 was a condition of approval;
5. The City of Richland Comprehensive Plan designates the subject site as suitable for Developed Open Space uses;
6. In Richland's Zoning Code the purpose statement for the General Business district (C-3) states that the zone may be applied to portions of the city designated for commercial uses under the Comprehensive Plan;

7. Development of the site with certain commercial uses is consistent with the general intent of the Comprehensive Plan;
8. Richland's Zoning Code contains C-3 zone site performance standards regulating potential impacts of permitted uses on surrounding properties;
9. The subject site is not directly adjacent to residential properties;
10. Rezone approval is conditioned upon the applicant entering into a development agreement;
11. City water and sewer mains are in close proximity to the site and could be extended to serve the commercial development of the site(s);
12. The project received a Determination of Non-Significance in compliance with the provisions of the State Environmental Policy Act.
13. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

#### EXHIBIT LIST

1. Zone Change Application
2. Affidavit of publication and public hearing notice
3. SEPA Checklist & DNS
4. Markel Tentative Site Plan
5. Short Plat 2302
6. Boundary Line Adjustment Survey (BLA2018-102)
7. PPF Zoning Regulations – RMC Chapter 23.30
8. Commercial Zoning Regulations – Chapter 23.22
9. Proposed Property Use and Development Agreement
10. Resolution 73-18
11. Site Photos
12. Public Comments

# Exhibit 1



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

22018-102

## Petition for Change of Zoning District Classification

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |                                                                                                                                                            |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>SECTION I – APPLICANT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                            |               |
| Applicant's Name:<br>Gregory S. Markel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |                                                                                                                                                            |               |
| Address:<br>8901 W. Tucannon Ave Suite 110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |                                                                                                                                                            |               |
| City:<br>Kennewick                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  | State:<br>WA                                                                                                                                               | Zip:<br>99336 |
| Phone:<br>735-2255 / 531-4711                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Fax:<br>735-6964 | Other and/or e-mail address:<br>wsic@eltopia.com                                                                                                           |               |
| Please check under what capacity you are filing:                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |                                                                                                                                                            |               |
| <input type="checkbox"/> Recorded owner of the property as of                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  | <input checked="" type="checkbox"/> Purchasing under contract as of 4/4/2018                                                                               |               |
| <input type="checkbox"/> The lessee as of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  | <input type="checkbox"/> The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application). |               |
| <b>SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |                                                                                                                                                            |               |
| Street address(es) of property for which the zone change is requested, if applicable:<br>2290 Keene Rd / City owned surplus land adjacent to 2290 Keene Road south property line                                                                                                                                                                                                                                                                                                                                            |                  |                                                                                                                                                            |               |
| Relationship to adjacent streets (i.e., west of Main Street between 1 <sup>st</sup> Avenue and 2 <sup>nd</sup> Avenue):<br>North of Keene Road                                                                                                                                                                                                                                                                                                                                                                              |                  |                                                                                                                                                            |               |
| General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): vacant                                                                                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                                                            |               |
| Size of petition area<br>.44                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  | acres and<br>19,166                                                                                                                                        | square feet   |
| <b>SECTION III - CHANGE OF ZONE REQUEST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                                                                                                                                                            |               |
| A change of zone from C1 To C3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                                                                                                                                                            |               |
| is requested for the property described in Section II of this application.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |                                                                                                                                                            |               |
| <b>SECTION IV – JUSTIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  |                                                                                                                                                            |               |
| State the reason(s) for the requested change of zone: Most all of the property to the immediate north & west of the subject surplus property has a "commercial land use". We are requesting the zone change in order to be consistent with our property directly adjacent to the north. This small adjustment to the existing zone classification for the surplus piece still conforms with the intent of the comprehensive plan. See attached legals of the existing parcels, transfer parcel and the new adjusted legals. |                  |                                                                                                                                                            |               |



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

DATED THIS 4<sup>th</sup> DAY OF April, 2018.

  
Applicant's Signature

\_\_\_\_\_  
Applicant's Signature

8901 W Tucannon Ave. Suite 110  
Address  
Kennewick, Wa. 99336  
City, State, Zip  
(509) 735-2255 office  
Phone

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
(509) 531-4711 cell  
Phone

**FOR OFFICE USE ONLY**

Date accepted for filing 4.4.18

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

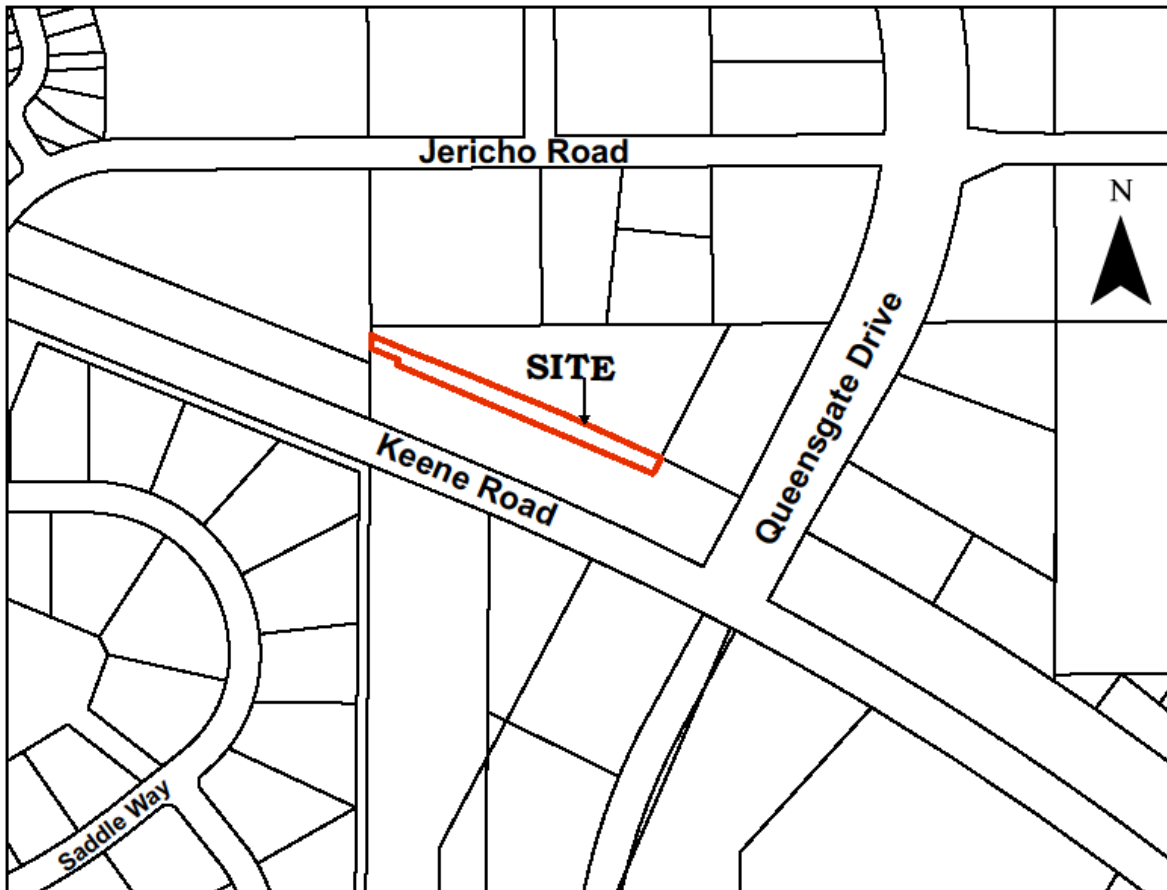
  
City Official's Signature

**CITY OF RICHLAND  
NOTICE OF APPLICATION & PUBLIC HEARING  
(Z2018-102)**

Notice is hereby given that Greg Markel has applied to rezone a 0.44-acre site generally located north of Keene Road, south of Jericho Road and west of Queensgate Drive, from PPF (Parks and Public Facilities) to C-3 (General Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Thursday, **May 3, 2018** at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring more information, to express views or to be notified of any decisions pertaining to this application should notify Shane O'Neill, Planning Manager, 505 Swift Blvd, MS35, Richland, WA 99352. Fax 509-942-7764, [soneill@ci.richland.wa.us](mailto:soneill@ci.richland.wa.us).



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**AFFIDAVIT OF POSTING**

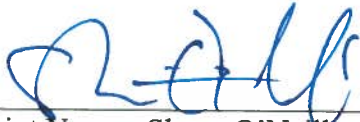
STATE OF WASHINGTON       )  
                                          ) ss.  
COUNTY OF BENTON       )

COMES NOW, **Shane O'Neill**, who, being first duly sworn upon oath deposes and says:

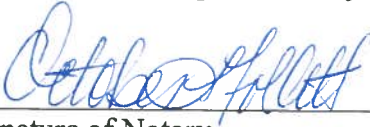
1. I am an employee in the Planning & Development Department for the City of Richland.

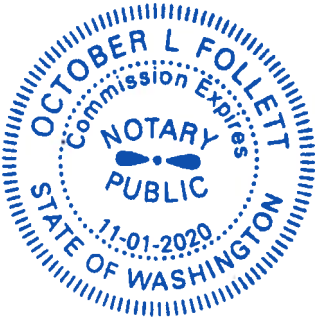
2. On the 17<sup>th</sup> day of April, 2018, I posted the attached NOTICE OF PUBLIC HEARING, File Number's Z2018-102 at the following location:

2290 Keene Road, generally lying north of Keene Road and west of Queensgate Drive in Richland, WA.

  
Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 17<sup>th</sup> day of April, 2018 by SHANE O'NEILL.

  
Signature of Notary

  
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 11-1-2020

AFFIDAVIT OF MAILING

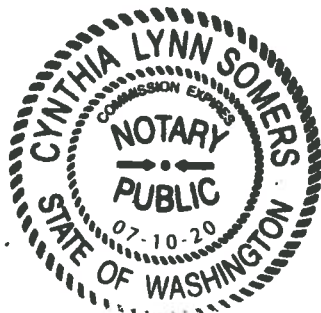
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, Lynne Follett, 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 17th day of April, 2018, I mailed a copy of the attached NOTICE APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS or E-mail on the date indicated above. The Notice of application to rezone a .44 acre site generally located north of Keene Road, south of Jericho Road and west of Queensgate Drive, from PPF (Parks and Public Facilities) to C-3 (General Business).

Lynne Follett  
Signed Name: Lynne Follett

SIGNED AND SWORN to before me this 17<sup>th</sup> day of April, 2018 by Lynne Follett.



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



File No. EA2018-109

**CITY OF RICHLAND**  
**Determination of Non-Significance**

**Description of Proposal:** A rezone from Parks & Public Facilities (PPF) to C-3 (General Business) with the intent to develop the site with 3 separate buildings for retail businesses.

**Proponent:** Greg Markel, Markel Properties

**Location of Proposal:** 2290 Keene Road, generally north of Keene Road, west of Queensgate Drive and south of Jericho Road

**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 April 18, 2018. Public comments must be submitted by **May 3, 2018**.

( ) 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:** Interim Planning Manager

**Address:** P.O. Box 190, Richland, WA 99352

**Date:** April 18, 2018

**Signature** \_\_\_\_\_





## **SEPA ENVIRONMENTAL CHECKLIST**

**UPDATED 2014**

### ***Purpose of checklist:***

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

### ***Instructions for applicants:***

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

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

### ***Instructions for Lead Agencies:***

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

### ***Use of checklist for nonproject proposals:***

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



## A. BACKGROUND

1. Name of proposed project, if applicable: LOT 1, BSP LOT 4, BSP  
TACO TIME, DUBOUT BAR & GRILL

2. Name of applicant: GREG MARKEL

3. Applicant contact information:

Address: 8901 W TUCANNON AVE, STE. 110  
KENNEWICK WA, 99336

Phone #: 509 531-4711 509 738-2255

email address: WSRC@ELTOPIA.COM

4. Date checklist prepared: 4-17-18

5. Agency requesting checklist: CITY OF RICHLAND

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

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. LOTS 2, 3 & 5 AVAILABLE FOR CONSTRUCTION

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. PROBABLY A PHASE 1 STUDY FOR BANK FINANCING

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. NOT ANY OTHER AGENCY EXCEPT THE CITY OF RICHLAND RE: ZONE CHANGE APPLICATION

10. List any government approvals or permits that will be needed for your proposal, if known. ZONE CHANGE FROM PPF TO C-3

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.) TOTAL AREA OF BINDING SITE PLAN WILL BE APPROX. 2.5 ACRES (110,000 SF)  
LOTS WILL RANGE FROM APPROX. 12,300 SF - 31,000 SF; THE FOUR LOTS FRONTING KEENE RD WILL ACCOMMODATE APPROXIMATELY 3000 SF BLDGS.

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. SEE ATTACHED MAPS, ETC.; THIS 2.52 AC. PIECE IS LOCATED WEST ADJACENT TO THE NWC OF KEENE AND QUEENSGATE; 2290 KEENE RD.; PARCEL # 1-2298-301-2302-003 H/100/21; PORTION OF NW 1/4, NW 1/4, SW 1/4 OF SEC 22, TWN 9N, R16.28 EWM, BENTON COUNTY, WA.

...location cont'd:

2290 Keene Road

## B. ENVIRONMENTAL ELEMENTS

### 1. Earth

a. General description of the site

(circle one): Flat rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

b. What is the steepest slope on the site (approximate percent slope)? 2 %

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. Silty Loam

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. NO

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

North edge to be filled with approx 1500 yds of dirt approx 4 ft. deep; Any filling to Accommodate Bldg. pads

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)? 50 %

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

Hydroseeding : fencing

### 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. Exhaust fumes from trucks, tractors, etc.

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:

Watering : Hydroseeding



### 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. *Yakima River; 1/2 mile Northeast*

Generally, "no", no nearby streams or waterways are near this site.

- 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. *NONE*

- 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*

*N/A*

#### 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/N/A*

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. *NONE*

#### 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. *Runoff will be retained on site via storm sewer drywells.*

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: Storm Sewer Drywells

#### 4. Plants

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

\_\_\_ deciduous tree: alder, maple, aspen, other

\_\_\_ evergreen tree: fir, cedar, pine, other

x shrubs

\_\_\_ grass

\_\_\_ pasture

\_\_\_ crop or grain

\_\_\_ Orchards, vineyards or other permanent crops.

\_\_\_ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

\_\_\_ water plants: water lily, eelgrass, milfoil, other

x other types of vegetation Russian thistle : shrub-steppe

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

MOST existing vegetation will be removed; we retain some existing sagebrush flora.

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: Sage Brush

Russian thistle; deciduous trees, shrubs, grass and plants. (all approved by city).

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

Russian thistle

#### 5. Animals

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

birds: hawk, heron, eagle, songbirds, other: \_\_\_\_\_

mammals: deer, bear, elk, beaver, other: none



fish: bass, salmon, trout, herring, shellfish, other NONE

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 is within the Pacific Flyway.*

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

CITY Landscape Requirements

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 for Heating & Cooling;

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

INSULATION TO meet or EXCEED NW Energy Code

## 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.

Utility lines, etc. in adjacent Keene Rd ROW

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:

**Safety meetings & dust control per Benton County Clean air authority.**

b. **Noise**

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? **Traffic on Keene; Queensgate**

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

**Construction noises typical for one story wood frame building; Long term noise will be associated customer vehicle traffic.**

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.

**NO**

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? **N/A**

i) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: **NO**

b. Describe any structures on the site. **NONE**

d. Will any structures be demolished? If so, what? **NONE**

e. What is the current zoning classification of the site? **CH/N PPF**

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

g. If applicable, what is the current shoreline master program designation of the site? **N/A**

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? **50**
- j. Approximately how many people would the completed project displace? **0**
- k. Proposed measures to avoid or reduce displacement impacts, if any: **N/A**
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **compliance with the municipal commercial development Regulation.**
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: **N/A**

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. **N/A**
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. **N/A**

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

**N/A on site; Re Neighborhoods Adjacent: Reduced lumen lighting; height of Bldg.**

## 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? **35'**

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

**none**

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

**Landscape; modern building materials & design.**

## 11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Glare from signage & outside parking lot lighting and Bldg. lighting; Any glare (if any) would be during the hours of darkness.**
- 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:

**we will use cut-off optical lighting and will meet any current NREC requirements**

## 12. Recreation

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

**walking path adjacent to property; Little League baseball, Soccer; football area approx 1 1/2 miles east; Wineries to the north.**

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: N/A

### 13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. 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. NOT AWARE of any.

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. N/A

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. N/A

### 14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Queensgate TO The east; Keene Rd. to the South; Hwy 182 North Approx 1/2 mile.

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; we will have a bus stop on Keene near our southwest corner

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? NO parking spaces currently; LOT 1-4, BSP will develop. Approx. 110 spaces (Approx 9 spaces/1000).

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). NO

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. NO



200 - 250 cars/day

Peak Volumes would most likely be between 11:30 am - 1 pm and 4:30 pm - 6 pm

- 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? % trucks, etc less than 5%; my data source was the architect of Record.
- 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: TWO Access points connecting to Keene Rd and one Access point connecting to Queensgate.

### 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. no
- b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

### 16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other Spectrum
- 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. City of Richland: Elec, water, refuse, sanitary sewer; Telephone and Internet - Spectrum; Natural Gas - Cascade natural gas. CONSTRUCTION ACTIVITY: EXCAVATION (UNDERGROUND UTILITIES & GRADING); Foundation, Plumbing, Electrical, Framing, glazing, HVAC, Roofing, sidewalks, Asphalt, Rockwall, etc.

### 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: Gregory S. Markel

Name of signee: GREGORY S. MARKEL

Position and Agency/Organization: owner

Date Submitted: 4-17-18

### Community & Economic Development Department

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

  
Reviewer Signature

4.17.18

Date

## D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:



5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.







## Exhibit 6

CITY OF RICHLAND  
DEVELOPMENT SERVICES  
840 Northgate Drive  
Richland, WA 99352  
Telephone (509) 942-7794  
Fax (509) 942-7764

PO BOX 190 • RICHLAND, WA 99352 • CI.RICHLAND.WA.US

April 18, 2018

BENTON COUNTY ASSESSORS OFFICE  
P.O. BOX 902  
PROSSER, WA 99350

RE: COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL – BOUNDARY LINE  
ADJUSTMENT (BLA 2018-101) BETWEEN PARCELS: 1-22983000010000  
& 1-22983012302003 NORTH OF KEENE ROAD, WEST OF QUEENSGATE DRIVE  
AND SOUTH OF JERICHO ROAD

To whom it may concern:

The City of Richland Planning Department has reviewed the record survey prepared by Stratton Surveying & Mapping Inc. involving the following parcels:

*Parcel #'s 1-22983000010000 & 1-22983012302003; generally located on the north side of Keene Road west of Queensgate Drive; as illustrated in the attached record survey.*

The Planning Department has determined that the proposed boundary line adjustment is in compliance with the City's zoning requirements pursuant to the provisions of Title 23 of the Richland Municipal Code (RMC) and may be recorded as submitted. Additionally, City Resolution #73-18 declaring the adjusted land area indicated in the attached survey as surplus to City needs, was approved by the Richland City Council on April 17, 2018.

If you have any questions on this matter please contact me at 509-942-7587.

Sincerely,

Shane O'Neill

Senior Planner  
City of Richland  
(509)942-7587  
[soneill@ci.richland.wa.us](mailto:soneill@ci.richland.wa.us)



EXISTING PARCEL A

LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF BENTON COUNTY, WASHINGTON.

EXISTING PARCEL B

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT STRIP OF LAND 200.00 FEET IN WIDTH OF THE ABANDONED OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY'S RAILROAD RIGHT OF WAY, LYING WEST OF A PUBLIC ROAD KNOWN AS QUEENSGATE DRIVE.

EXCEPT THE SOUTH 70.00 FEET THEREOF FOR A PUBLIC ROAD KNOWN AS KEENE ROAD.

TRANSFER DESCRIPTION PARCEL B TO PARCEL A

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF SAID COUNTY AND STATE; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND THE WEST LINE OF SAID LOT 3 SOUTH 00°29'36" WEST 16.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID LOT 3 SOUTH 68°03'36" EAST 250.80 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°24'38" HAVING A RADIUS OF 5920.55 FEET AND AN ARC LENGTH OF 352.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE PROJECTION OF THE EAST LINE OF SAID LOT 3 SOUTH 27°19'33" WEST 34.02 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 25°20'21" WEST, THROUGH A CENTRAL ANGLE OF 03°23'57" HAVING A RADIUS OF 5886.55 FEET AND AN ARC LENGTH OF 349.24 FEET; THENCE NORTH 68°03'36" WEST 179.41 FEET; THENCE NORTH 23°02'40" EAST 15.50 FEET; THENCE NORTH 68°03'36" WEST 64.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00°29'36" EAST ALONG SAID WEST LINE 19.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.44 ACRES MORE OR LESS.

ADJUSTED PARCEL A

LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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ADJUSTED PARCEL B

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EXCEPT THE SOUTH 70.00 FEET THEREOF FOR A PUBLIC ROAD KNOWN AS KEENE ROAD.

ALSO EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF SAID COUNTY AND STATE; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND THE WEST LINE OF SAID LOT 3 SOUTH 00°29'36" WEST 16.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID LOT 3 SOUTH 68°03'36" EAST 250.80 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°24'38" HAVING A RADIUS OF 5920.55 FEET AND AN ARC LENGTH OF 352.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE PROJECTION OF THE EAST LINE OF SAID LOT 3 SOUTH 27°19'33" WEST 34.02 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 25°20'21" WEST, THROUGH A CENTRAL ANGLE OF 03°23'57" HAVING A RADIUS OF 5886.55 FEET AND AN ARC LENGTH OF 349.24 FEET; THENCE NORTH 68°03'36" WEST 179.41 FEET; THENCE NORTH 23°02'40" EAST 15.50 FEET; THENCE NORTH 68°03'36" WEST 64.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00°29'36" EAST ALONG SAID WEST LINE 19.88 FEET TO THE TRUE POINT OF BEGINNING.

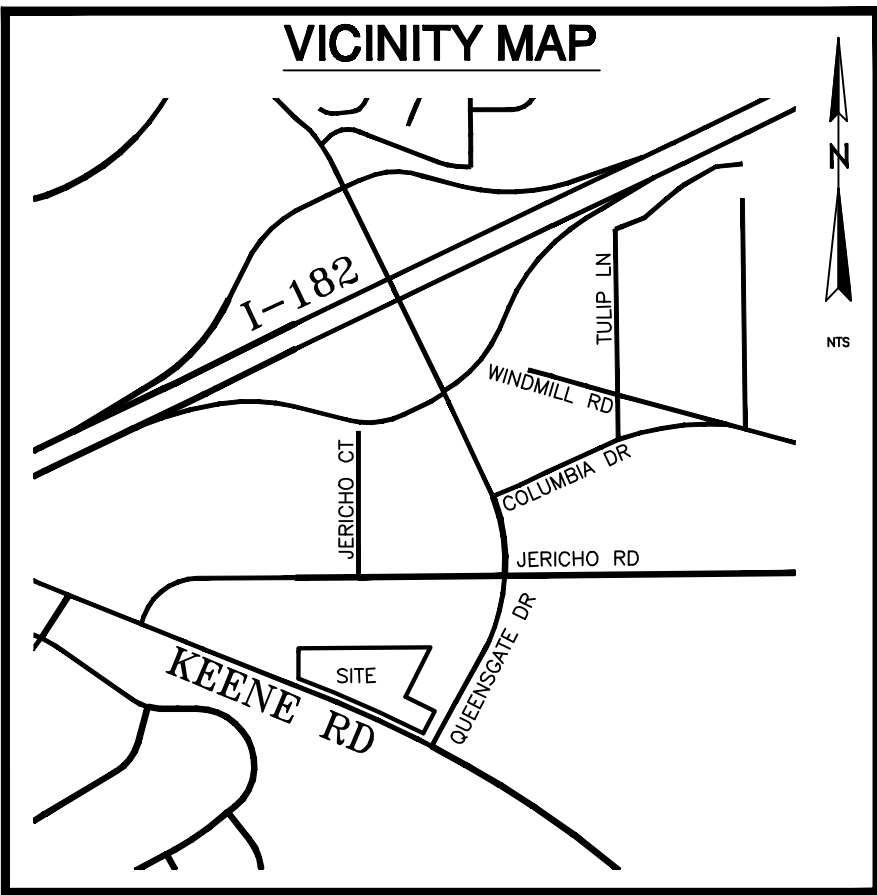
RECORD OF SURVEY NO. \_\_\_\_\_

FOR A BOUNDARY LINE ADJUSTMENT

PREPARED FOR

WASHINGTON SECURITIES & INVESTMENT CORP

PORTIONS OF THE NW1/4 OF THE SW1/4, SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



MONUMENT NOTES

- [1] FOUND 5/8" REBAR
- [2] FOUND 5/8" REBAR & CAP "WORLEY 13352"
- [3] FOUND 5/8" REBAR & CAP "PERMIT SURVEY PLS 13171"
- [4] FOUND 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774"

SURVEYOR'S NOTES

- 1. DATE OF SURVEY/MONUMENTS VISITED: DECEMBER, 2017.
- 2. BASIS OF BEARING: N89°39'36"E ALONG THE NORTH LINE OF THE SW1/4 OF SECTION 22, T9N, R28E, WM, PER SHORT PLAT NO. 2302 ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF BENTON COUNTY, WASHINGTON.
- 3. UNITS OF MEASURE: US SURVEY FEET GROUND DISTANCES.
- 4. EQUIPMENT/PROCEDURES: TOPCON HIPER GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- 5. ● FOUND CORNER AS NOTED.
- 6. ⊙ SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774."

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D. AT \_\_\_\_\_ M.,

AND RECORDED IN VOLUME \_\_\_\_\_ OF SURVEY'S, PAGE \_\_\_\_\_ AT THE REQUEST OF

CHRISTOPHER C. AMMANN.

BENTON COUNTY AUDITOR \_\_\_\_\_

FEE NO. \_\_\_\_\_

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 GREG MARKEL IN MARCH 2018.

CHRISTOPHER C. AMMANN  
CERTIFICATE NO. 45774

DATE



2245 Robertson Drive  
Richland, Washington 98354

Office 509-375-4123  
Fax 509-371-0899

DATE: 03/23/18

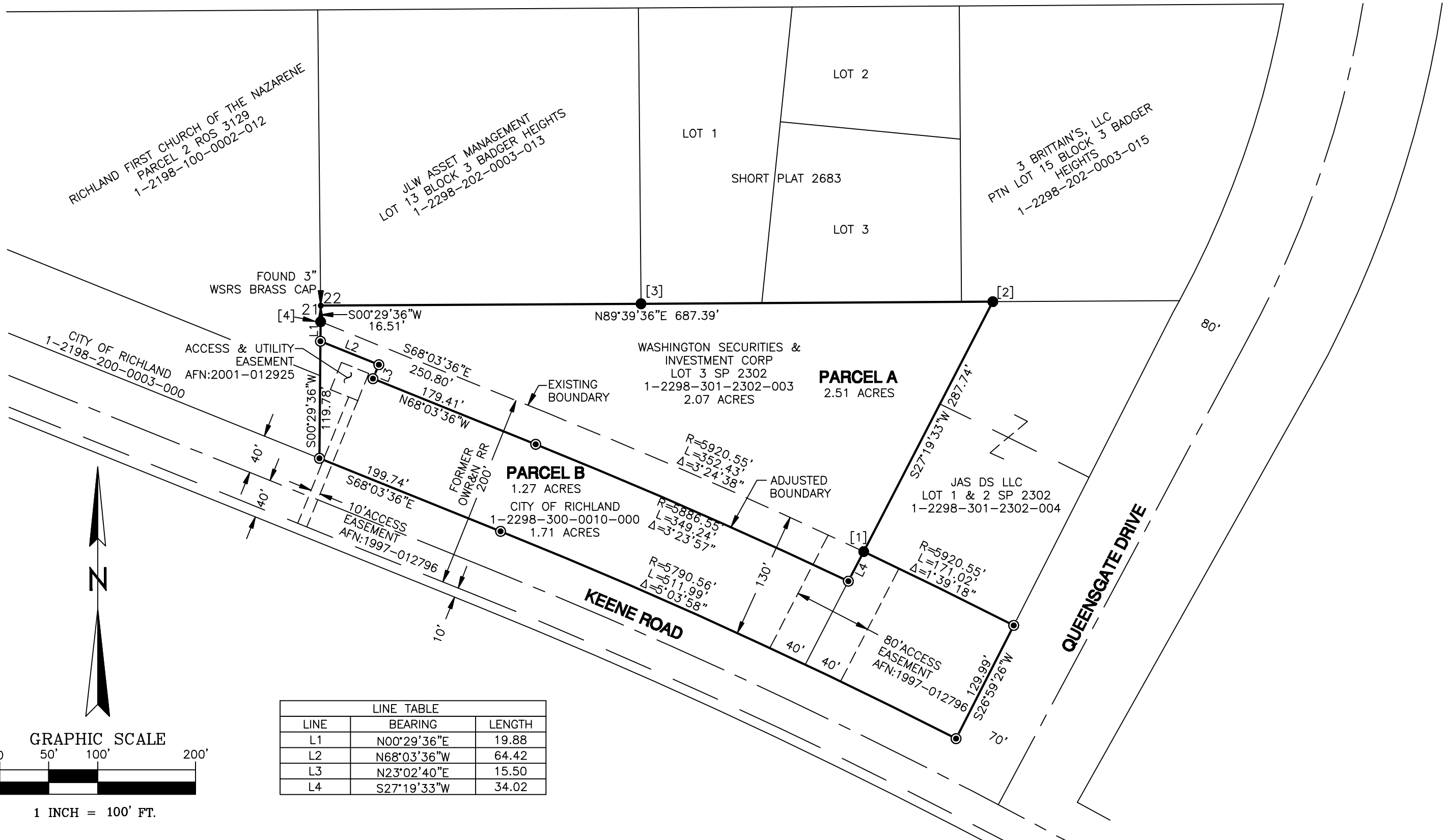
SCALE: 1"=100'

DRAWN BY: CCA

APPROVED BY: CCA

PROJECT: 17082

SHEET 1 OF 1



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N00°29'36"E | 19.88  |
| L2         | N68°03'36"W | 64.42  |
| L3         | N23°02'40"E | 15.50  |
| L4         | S27°19'33"W | 34.02  |

1 INCH = 100' FT.

## Chapter 23.30 PUBLIC USE ZONING DISTRICTS

### Sections:

- [23.30.010](#) Purpose of public use districts.
- [23.30.020](#) Public use districts permitted land uses.
- [23.30.030](#) Site requirements for public use districts.
- [23.30.040](#) Parking standards for public use districts.

### 23.30.010 Purpose of public use districts.

A. The parks and public facilities district (PPF) is a special use classification intended to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. This zoning classification is intended to be applied to those portions of the city that are designated as developed open space and public facility under the city of Richland comprehensive plan.

B. The natural open space use district (NOS) is a special use classification intended to provide area for the retention of publicly owned, natural open spaces that, due to their proximity to wetlands, shorelines, floodplains or critical habitat areas, are too sensitive for intensive use or development. This zoning classification is intended to be applied to those portions of the city that are designated as natural open space under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02; Ord. 04-09].

### 23.30.020 Public use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.



C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

| <b>Land Use</b>                                                       | <b>PPF</b>     | <b>NOS</b>     |
|-----------------------------------------------------------------------|----------------|----------------|
| <b>Public/Quasi-Public Uses</b>                                       |                |                |
| Alternative School                                                    | P <sub>1</sub> |                |
| Churches                                                              | P <sub>2</sub> |                |
| Clubs or Fraternal Societies                                          | P <sub>2</sub> |                |
| Cultural Institutions                                                 | P <sub>2</sub> |                |
| General Park Maintenance and Operations                               | P              | P              |
| Golf Courses                                                          | P              |                |
| Passive Open Space Uses                                               | P              | P              |
| Power Transmission and Irrigation Wasteway Easements and Utility Uses | P <sub>3</sub> | P <sub>3</sub> |
| Public Agency Buildings                                               | P <sub>3</sub> | P <sub>3</sub> |
| Public Agency Facilities                                              | P <sub>3</sub> | P <sub>3</sub> |
| Public Campgrounds                                                    | P              |                |
| Public Parks                                                          | P              | P              |

| <b>Land Use</b>                                                                                                  | <b>PPF</b>     | <b>NOS</b>     |
|------------------------------------------------------------------------------------------------------------------|----------------|----------------|
| Schools                                                                                                          | P <sup>4</sup> |                |
| Special Events Including Concerts, Tournaments, and Competitions, Fairs, Festivals and Similar Public Gatherings | P              |                |
| Trail Head Facilities                                                                                            | P              | P              |
| Trail for Equestrian, Pedestrian or Nonmotorized Vehicle Use                                                     | P              | P              |
| <b>Recreational Uses</b>                                                                                         |                |                |
| Art Galleries                                                                                                    | P              |                |
| Boat Mooring Facilities                                                                                          | P              |                |
| <b>Retail Uses</b>                                                                                               |                |                |
| Concessionaire                                                                                                   | P <sup>6</sup> | P <sup>6</sup> |
| Parking Lot                                                                                                      | P              | S <sup>5</sup> |
| <b>Miscellaneous Uses</b>                                                                                        |                |                |
| Micro- and Macro-Antennas                                                                                        | P              |                |
| On-Site Hazardous Waste Treatment and Storage                                                                    | A              | A              |
| Cemetery                                                                                                         | P              |                |

1. RMC [23.42.260](#)
2. RMC [23.42.050](#)
3. RMC [23.42.200](#)
4. RMC [23.42.250](#)
5. RMC [23.42.183](#)

### 23.30.030 Site requirements for public use districts.

A. A lot in a parks and public facilities district shall have at least an area sufficient to satisfy the requirements for minimum yard and off-street parking as required by this title.

B. The minimum yard requirements in the parks and public facilities district shall be the same as those in the adjacent zone district. Where there is more than one zone district adjacent to the parks and public facilities zone district, the yard requirement in the parks and public facilities district shall be the same as the one in the adjacent zone having the most compatible setback requirement.

C. In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

| <b>Standard</b>                            | <b>PPF</b> | <b>NOS</b>          |
|--------------------------------------------|------------|---------------------|
| Maximum Building Height –<br>Main Building | 55<br>feet | 0 feet <sup>1</sup> |

1. Permanent structures designed for human occupancy are not permitted in the NOS district.

[Ord. 28-05 § 1.02; amended during 2011 recodification].

### 23.30.040 Parking standards for public use districts.

Off-street parking space shall be provided in parks and public facilities zones in compliance with the requirements of Chapter [23.54](#) RMC. [Ord. 28-05 § 1.02].

## Chapter 23.22 COMMERCIAL ZONING DISTRICTS

### Sections:

- [23.22.010](#) Purpose of commercial use districts.
- [23.22.020](#) Performance standards and special requirements.
- [23.22.030](#) Commercial use districts permitted land uses.
- [23.22.040](#) Site requirements and development standards for commercial use districts.
- [23.22.050](#) Parking standards for commercial use districts.

### 23.22.010 Purpose of commercial use districts.

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

B. The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental

shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multifamily uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with applicable U.S. Corps of Engineers requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e., related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the city that are designated waterfront under the city of Richland comprehensive plan.

F. The central business district (CBD) is a special mixed use zoning classification designed to encourage the transformation of the central business district from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The central business district is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes, restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the city that are designated as central business district, as well as some properties designated as commercial and waterfront, under the Richland comprehensive plan. The central business district zone contains overlay districts titled medical, parkway, and uptown. The overlay districts implement varying site development requirements.

G. The commercial recreation district (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the city from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the city that are designated as waterfront or commercial under the Richland comprehensive plan.

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09].

### **23.22.020 Performance standards and special requirements.**

A. Commercial Limited Business. Residential uses permitted in the C-LB district must comply with the following standards except as provided by footnote (6) of RMC [23.22.040](#):

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC [23.18.040](#);
- b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
- c. Rear Yards. Twenty-five feet.

2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.



3. Distance Between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.

4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.

B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:

1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.

2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.

3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.

4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.

5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.

6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the

issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.
2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.
3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.
4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.
5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

D. Waterfront. It is the intent of this section that:

1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and

2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.

E. Central Business District. New buildings shall conform to the following design standards:

1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.

2. Building facades facing streets shall include:

a. Glass fenestration on 50 percent to 80 percent of the ground floor of the building facade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor facade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.

b. At least two of the following architectural elements:

i. Awnings;

ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;

iii. Pilasters or columns;

iv. Bays;

v. Balconies or building overhangs; or

vi. Upper story windows (comprising a minimum of 50 percent of the facade).

3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.

4. Variation of exterior building material between the ground and upper floors of multi-story buildings.

5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.

6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.

7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.

8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.

9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC [23.22.040](#) or the maximum parking standards set forth in RMC [23.22.050](#), a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:

a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and

b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and

c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4].

### 23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

| Land Use                                      | C-LB | C-1            | C-2            | C-3            | CBD            | WF | CR | CW |
|-----------------------------------------------|------|----------------|----------------|----------------|----------------|----|----|----|
| <b>Agricultural Uses</b>                      |      |                |                |                |                |    |    |    |
| Raising Crops, Trees, Vineyards               |      |                |                |                |                |    |    | P  |
| <b>Automotive, Marine and Heavy Equipment</b> |      |                |                |                |                |    |    |    |
| Automotive Repair – Major                     |      |                |                | P              |                |    |    |    |
| Automotive Repair – Minor                     |      | P              | P              | P              | S              |    |    |    |
| Automotive Repair – Specialty Shop            |      | S              | P              | P              | S              |    |    |    |
| Automobile Service Station                    |      | P <sub>1</sub> | P <sub>1</sub> | P <sub>1</sub> | S <sub>1</sub> |    |    |    |

| <b>Land Use</b>                      | <b>C-LB</b> | <b>C-1</b>     | <b>C-2</b>     | <b>C-3</b>     | <b>CBD</b>     | <b>WF</b> | <b>CR</b> | <b>CW</b>       |
|--------------------------------------|-------------|----------------|----------------|----------------|----------------|-----------|-----------|-----------------|
| Auto Part Sales                      |             | P              | P              | P              | S              |           |           |                 |
| Boat Building                        |             |                |                | P              |                |           |           |                 |
| Bottling Plants                      |             |                |                | P              |                |           |           | P <sub>28</sub> |
| Car Wash – Automatic or Self-Service |             | P <sub>2</sub> | P <sub>2</sub> | P <sub>2</sub> | S <sub>2</sub> |           |           |                 |
| Equipment Rentals                    |             |                | P              | P              |                |           |           |                 |
| Farm Equipment and Supplies Sales    |             |                |                | P              |                |           |           |                 |
| Fuel Station/Mini Mart               | S           | P              | P              | P              | P              |           |           |                 |
| Heavy Equipment Sales and Repair     |             |                |                | P              |                |           |           |                 |
| Manufactured Home Sales Lot          |             |                |                | P              |                |           |           |                 |
| Marinas                              |             |                |                |                |                | P         | P         |                 |
| Marine Equipment Rentals             |             |                |                | P              |                | P         | P         |                 |
| Marine Gas Sales                     |             |                |                |                |                | A         | A         |                 |
| Marine Repair                        |             |                |                | P              |                | P         | P         |                 |
| Towing, Vehicle Impound Lots         |             |                |                | S <sub>3</sub> |                |           |           |                 |
| Truck Rentals                        |             |                | P              | P              |                |           |           |                 |
| Truck Stop – Diesel Fuel Sales       |             |                | S              | P              |                |           |           |                 |
| Truck Terminal                       |             |                |                | P              |                |           |           |                 |



| <b>Land Use</b>                       | <b>C-LB</b> | <b>C-1</b> | <b>C-2</b>     | <b>C-3</b>     | <b>CBD</b>      | <b>WF</b> | <b>CR</b> | <b>CW</b> |
|---------------------------------------|-------------|------------|----------------|----------------|-----------------|-----------|-----------|-----------|
| Vehicle Leasing/Renting               |             |            | P <sup>4</sup> | P              | S <sup>4</sup>  |           |           |           |
| Vehicle Sales                         |             |            | P <sup>4</sup> | P              | S <sup>4</sup>  |           |           |           |
| Warehousing, Wholesale Use            |             |            |                | P              |                 |           |           |           |
| <b>Business and Personal Services</b> |             |            |                |                |                 |           |           |           |
| Animal Shelter                        |             |            |                | S <sup>5</sup> |                 |           |           |           |
| Automatic Teller Machines             | P           | P          | P              | P              | P               | P         |           | P         |
| Commercial Kennel                     |             |            |                | P <sup>5</sup> |                 |           |           |           |
| Contractors' Offices                  |             | P          | P              | P              | P               |           |           |           |
| Funeral Establishments                |             |            | P              | P              |                 |           |           |           |
| General Service Businesses            | A           | P          | P              | P              | P               | P         |           |           |
| Health/Fitness Facility               | A           | P          | P              | P              | P               | A         | P         |           |
| Health/Fitness Center                 |             |            | P              | P              | P               |           | P         |           |
| Health Spa                            |             | P          | P              | P              | P               | P         |           | P         |
| Hospital/Clinic – Large Animal        |             |            |                | S <sup>5</sup> |                 |           |           |           |
| Hospital/Clinic – Small Animal        |             |            | S <sup>5</sup> | P <sup>5</sup> | P               |           |           |           |
| Laundry/Dry Cleaning, Com.            |             |            |                | P              | P <sup>29</sup> |           |           |           |
| Laundry/Dry Cleaning, Neighborhood    |             | P          | P              | P              | P               |           |           |           |

| <b>Land Use</b>                                 | <b>C-LB</b>     | <b>C-1</b>      | <b>C-2</b>      | <b>C-3</b>      | <b>CBD</b>        | <b>WF</b>         | <b>CR</b>       | <b>CW</b>       |
|-------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|-------------------|-----------------|-----------------|
| Laundry/Dry Cleaning, Retail                    | P               | P               | P               | P               | P                 | P                 |                 |                 |
| Laundry – Self-Service                          |                 | P               | P               | P               | P                 |                   |                 |                 |
| Mini-Warehouse                                  |                 |                 |                 | P <sub>6</sub>  |                   |                   |                 |                 |
| Mailing Service                                 | P               | P               | P               | P               | P                 | P                 |                 |                 |
| Personal Loan Business                          | P               | P               | P               | P               | P                 |                   |                 |                 |
| Personal Services Businesses                    | A               | P               | P               | P               | P                 | P                 |                 |                 |
| Photo Processing, Copying and Printing Services | P               | P               | P               | P               | P                 | P                 |                 |                 |
| Telemarketing Services                          | P               |                 | P               | P               | P                 |                   |                 |                 |
| Video Rental Store                              |                 | P               | P               | P               | P                 | P                 |                 | P               |
| <b>Food Service</b>                             |                 |                 |                 |                 |                   |                   |                 |                 |
| Cafeterias                                      | A               |                 | A               | A               | A                 | A                 | A               |                 |
| Delicatessen                                    | P               | P               | P               | P               | P                 | P                 | P               | P               |
| Drinking Establishments                         |                 | P <sub>7</sub>  | P               | P               | P                 | P                 | P               | P               |
| Micro-Brewery                                   |                 |                 | P               | P               | P                 | P                 | P               | P               |
| Portable Food Vendors <sup>26</sup>             | A <sup>27</sup> | A <sup>27</sup> | A <sup>27</sup> | A <sup>27</sup> | A <sup>27</sup>   | A <sup>27</sup>   | A <sup>27</sup> | A <sup>28</sup> |
| Restaurants/Drive-Through                       |                 | S <sub>8</sub>  | P <sub>8</sub>  | P <sub>8</sub>  | S <sub>8, 9</sub> | S <sub>8, 9</sub> |                 |                 |
| Restaurants/Lounge                              |                 | P <sub>7</sub>  | P               | P               | P                 | P                 | P               | P               |





| Land Use                                                                                                        | C-LB            | C-1             | C-2             | C-3             | CBD             | WF              | CR | CW |
|-----------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----|----|
| Public Campgrounds                                                                                              |                 |                 |                 | S               |                 |                 | S  |    |
| Public Parks                                                                                                    | P               | P               | P               | P               | P               |                 | P  | P  |
| Schools                                                                                                         | P <sub>12</sub> | P <sub>12</sub> | P <sub>12</sub> | P <sub>12</sub> | P <sub>12</sub> | P <sub>12</sub> |    |    |
| Schools, Alternative                                                                                            | P <sub>13</sub> | P <sub>13</sub> | P <sub>13</sub> | P <sub>13</sub> | P <sub>13</sub> |                 |    |    |
| Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings | P               | P               | P               | P               | P               | P               | P  | P  |
| Trail Head Facilities                                                                                           | P               | P               | P               | P               | P               | P               | P  | P  |
| Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use                                                  | P               | P               | P               | P               | P               | P               | P  | P  |
| <b>Recreational Uses</b>                                                                                        |                 |                 |                 |                 |                 |                 |    |    |
| Art Galleries                                                                                                   |                 |                 | P               | P               | P               | P               | P  | P  |
| Arcades                                                                                                         |                 | P               | P               | P               | P               | P               | P  |    |
| Boat Mooring Facilities                                                                                         |                 |                 |                 |                 |                 | P               | P  |    |
| Cinema, Indoor                                                                                                  |                 |                 | P               | P               | P               | P               | P  |    |
| Cinema, Drive-In                                                                                                |                 |                 | P               | P               |                 |                 |    |    |
| Commercial Recreation, Indoor                                                                                   |                 | S <sub>7</sub>  | P               | P               | P               | P               | P  |    |
| Commercial Recreation, Outdoor                                                                                  |                 |                 | P               | P               |                 | P               | P  |    |

| Land Use                                            | C-LB            | C-1             | C-2             | C-3             | CBD             | WF              | CR              | CW              |
|-----------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| House Banked Card Rooms                             |                 |                 |                 | P <sub>14</sub> | P <sub>14</sub> | P <sub>14</sub> | P <sub>14</sub> |                 |
| Recreational Vehicle Campgrounds                    |                 |                 |                 | S <sub>15</sub> |                 |                 | S <sub>15</sub> |                 |
| Recreational Vehicle Parks                          |                 |                 |                 | S <sub>16</sub> |                 |                 | S <sub>16</sub> |                 |
| Stable, Public                                      |                 |                 |                 | S <sub>17</sub> |                 |                 |                 |                 |
| Theater                                             |                 | P <sub>7</sub>  | P               | P               | P               | P               | P               | P               |
| <b>Residential Uses</b>                             |                 |                 |                 |                 |                 |                 |                 |                 |
| Accessory Dwelling Unit                             |                 | A               | A               | A               | A               | A               |                 | A               |
| Apartment, Condominium (3 or more units)            | P               |                 | P <sub>18</sub> |                 | P               | P               |                 |                 |
| Assisted Living Facility                            | P               |                 | P               |                 | P <sub>18</sub> | P               |                 |                 |
| Bed and Breakfast                                   | P               | P               | P               | P               | P               | P               | P               | P               |
| Day Care Center                                     | P <sub>19</sub> | P <sub>19</sub> | P <sub>19</sub> | P <sub>19</sub> | P <sub>19</sub> | P <sub>19</sub> |                 |                 |
| Dormitories, Fraternities, and Sororities           | P               |                 |                 |                 | P               | P               |                 |                 |
| Dwelling, One-Family Attached                       |                 |                 |                 |                 |                 | P <sub>25</sub> |                 |                 |
| Dwelling, Two-Family Detached                       |                 |                 |                 |                 |                 | P               |                 |                 |
| Dwelling Units for a Resident Watchman or Custodian |                 |                 |                 | A               |                 |                 |                 | P <sub>28</sub> |
| Family Day Care Home                                | P <sub>19</sub> |                 |                 |                 |                 | P <sub>19</sub> |                 |                 |
| Houseboats                                          |                 |                 |                 |                 |                 | P               | P               |                 |



| <b>Land Use</b>                                  | <b>C-LB</b>     | <b>C-1</b>        | <b>C-2</b>      | <b>C-3</b>      | <b>CBD</b>      | <b>WF</b>       | <b>CR</b> | <b>CW</b> |
|--------------------------------------------------|-----------------|-------------------|-----------------|-----------------|-----------------|-----------------|-----------|-----------|
| Hotels or Motels                                 | P               |                   | P               | P               | P               | P               | P         | P         |
| Nursing or Rest Home                             | P               |                   | P               |                 | P <sub>18</sub> | P               |           |           |
| Recreational Club                                | A               |                   |                 |                 | A               | A               |           |           |
| Senior Housing                                   | P               |                   |                 |                 | P <sub>18</sub> | P               |           |           |
| Temporary Residence                              | P <sub>20</sub> | P <sub>20</sub>   | P <sub>20</sub> | P <sub>20</sub> | P <sub>20</sub> | P <sub>20</sub> |           | P         |
| <b>Retail Uses</b>                               |                 |                   |                 |                 |                 |                 |           |           |
| Adult Use Establishments                         |                 |                   |                 | P <sub>21</sub> |                 |                 |           |           |
| Apparel and Accessory Stores                     |                 | P                 | P               | P               | P               | P               |           | P         |
| Auto Parts Supply Store                          |                 | P                 | P               | P               | P               |                 |           |           |
| Books, Stationery and Art Supply Stores          | A               | P                 | P               | P               | P               | P               |           | P         |
| Building, Hardware, Garden Supply Stores         |                 | P                 | P               | P               | P               |                 |           |           |
| Department Store                                 |                 |                   | P               | P               | P               |                 |           |           |
| Drug Store/Pharmacy                              | A               | P/S <sup>22</sup> | P               | P               | P               | P               |           |           |
| Electronic Equipment Stores                      |                 | P                 | P               | P               | P               | P               |           |           |
| Food Stores                                      |                 | P                 | P               | P               | P               | P               |           |           |
| Florist                                          |                 | P                 | P               | P               | P               | P               |           | P         |
| Furniture, Home Furnishings and Appliance Stores |                 | P                 | P               | P               | P               |                 |           |           |

| Land Use                             | C-LB | C-1 | C-2 | C-3 | CBD | WF | CR | CW |
|--------------------------------------|------|-----|-----|-----|-----|----|----|----|
| Landscaping Material Sales           |      |     | A   | P   |     |    |    |    |
| Lumberyards                          |      |     |     | P   |     |    |    |    |
| Nursery, Plant                       |      |     |     | P   |     |    |    | P  |
| Office Supply Store                  | A    | P   | P   | P   | P   | P  |    |    |
| Outdoor Sales                        |      |     |     | P   |     |    |    |    |
| Parking Lot or Structure             | P    | P   | P   | P   | A   | P  |    | P  |
| Pawn Shop                            |      |     |     | P   |     |    |    |    |
| Pet Shop and Pet Supply Stores       |      | P   | P   | P   | P   |    |    |    |
| Retail Hay, Grain and Feed Stores    |      |     |     | P   |     |    |    |    |
| Secondhand Store                     |      |     | P   | P   | P   | P  |    |    |
| Specialty Retail Stores              |      | P   | P   | P   | P   | P  |    | P  |
| <b>Miscellaneous Uses</b>            |      |     |     |     |     |    |    |    |
| Bus Station                          |      |     |     | P   | P   |    |    |    |
| Bus Terminal                         |      |     |     | P   | P   |    |    |    |
| Bus Transfer Station                 | P    |     | P   | P   | P   |    | P  |    |
| Cemetery                             | P    |     | P   | P   |     |    |    |    |
| Community Festivals and Street Fairs | P    | P   | P   | P   | P   | P  | P  | P  |

| Land Use                                      | C-LB | C-1             | C-2             | C-3               | CBD             | WF | CR | CW              |
|-----------------------------------------------|------|-----------------|-----------------|-------------------|-----------------|----|----|-----------------|
| Convention Center                             | P    |                 | P               | P                 | P               | P  | P  |                 |
| Micro- and Macro-Antennas                     | P    | P               | P               | P                 | P               | P  | P  | P               |
| Monopole                                      |      |                 | S <sup>23</sup> | P/S <sup>23</sup> | S <sup>23</sup> |    |    |                 |
| On-Site Hazardous Waste Treatment and Storage | A    | A               | A               | A                 | A               | A  | A  | A               |
| Outdoor Storage                               |      | A <sup>24</sup> | A <sup>24</sup> | P <sup>24</sup>   |                 |    |    |                 |
| Storage in an Enclosed Building               | A    | A               | A               | A                 | A               | A  | A  | A <sup>28</sup> |

1. RMC [23.42.280](#)
2. RMC [23.42.270](#)
3. RMC [23.42.320](#)
4. RMC [23.42.330](#)
5. RMC [23.42.040](#)
6. RMC [23.42.170](#)
7. RMC [23.42.053](#)
8. RMC [23.42.047](#)
9. RMC [23.42.055](#)
10. RMC [23.42.050](#)
11. RMC [23.42.200](#)
12. RMC [23.42.250](#)
13. RMC [23.42.260](#)
14. RMC [23.42.100](#)
15. RMC [23.42.230](#)
16. RMC [23.42.220](#)
17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC [23.42.080](#)
20. RMC [23.42.110](#)
21. RMC [23.42.030](#)
22. Use permitted, requires special use permit with drive-through window.
23. Chapter [23.62](#) RMC
24. RMC [23.42.180](#)
25. RMC [23.18.025](#)
26. See definition, RMC [23.06.780](#)
27. RMC [23.42.185](#)
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

## 23.22.040 Site requirements and development standards for commercial use districts.



In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

| Standard                                                          | C-LB                  | C-1                     | C-2                    | C-3                    | CBD                                                                                                                          | WF                          | CR                          | CW                       |
|-------------------------------------------------------------------|-----------------------|-------------------------|------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|--------------------------|
| Minimum Lot Area                                                  | None                  | None                    | None                   | None                   | None                                                                                                                         | None                        | None                        | None                     |
| Maximum Density –<br>Multifamily Dwellings<br>(units/square feet) | 1:1,500               | N/A                     | N/A                    | N/A                    | None                                                                                                                         | 1:1,500                     | N/A                         | N/A                      |
| Minimum Lot Width – One-<br>Family Attached Dwellings             | N/A                   | N/A                     | N/A                    | N/A                    | N/A                                                                                                                          | 30 feet                     | N/A                         | N/A                      |
| Minimum Front Yard<br>Setback <sup>14</sup>                       | 20 feet               | 45<br>feet <sup>1</sup> | 0<br>feet <sup>2</sup> | 0<br>feet <sup>2</sup> | CBD, Parkway,<br>Uptown Districts: 0<br>feet min. – 20 feet<br>max. <sup>3, 11, 13</sup><br>Medical District: 0<br>feet min. | Note 4,5                    | Note 4                      | 20<br>feet               |
| Minimum Side Yard Setback                                         | 0 feet <sup>6</sup>   | 0<br>feet <sup>7</sup>  | None                   | None                   | 0 feet <sup>6,8</sup>                                                                                                        | 0 feet <sup>5,9</sup>       | 0 feet                      | 0<br>feet <sup>6,8</sup> |
| Minimum Rear Yard Setback                                         | 0 feet <sup>6,8</sup> | 0<br>feet <sup>7</sup>  | None                   | None                   | 0 feet <sup>6,8</sup>                                                                                                        | 0<br>feet <sup>5,8,10</sup> | 0 feet                      | 0<br>feet <sup>6,8</sup> |
| Maximum Building Height <sup>14</sup>                             | 55 feet               | 30<br>feet              | 80<br>feet             | 80<br>feet             | CBD – 110 feet<br>Medical – 140 feet<br>Parkway – 50 feet<br>Uptown – 50 feet                                                | 35/55<br>feet <sup>12</sup> | 35/55<br>feet <sup>12</sup> | 35<br>feet               |

| <b>Standard</b>                                                                                         | <b>C-LB</b> | <b>C-1</b> | <b>C-2</b> | <b>C-3</b> | <b>CBD</b> | <b>WF</b> | <b>CR</b> | <b>CW</b> |
|---------------------------------------------------------------------------------------------------------|-------------|------------|------------|------------|------------|-----------|-----------|-----------|
| Minimum Dwelling Unit Size<br>(in square feet, excluding<br>porches, decks, balconies and<br>basements) | 500<br>feet | N/A        | N/A        | N/A        | 500 feet   | 500 feet  | N/A       | N/A       |

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter [12.11](#) RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC [23.18.040](#).
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
  - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
  - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential

use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).

d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC [23.54.140](#).

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services

located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020](#)(E)(9).

12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title [26](#)). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).



PLATE NO. 1 - 23.22.040

PLATE 1



CBD - MEDICAL DISTRICT

**PLATE NO. 2 - 23.22.040**

**PLATE 2**



**CBD - UPTOWN DISTRICT**

PLATE NO. 3 - 23.22.040

## PLATE 3



CBD - THE PARKWAY DISTRICT

### 23.22.050 Parking standards for commercial use districts.

A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter [23.54](#) RMC.

B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter [23.54](#) RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter [23.54](#) RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC [23.22.020](#)(E)(9) (Alternative Design).

1. The off-street parking requirement may be reduced as follows:

a. The planning commission may reduce the parking responsibility as provided by RMC [23.54.080](#), joint use; and/or

b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC [23.54.080](#)).

Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC [23.54.120](#). Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.

2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC [23.22.040](#)). Masonry walls are subject to the performance standards found in RMC [23.22.020](#)(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation.

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between the CITY OF RICHLAND and Greg Markel (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by Gregory Markel, (hereinafter "Petitioner") for a change of zone covering a 0.44-acre site, being Benton County Tax Parcel # \_\_\_\_\_ located adjacent to and immediately south of 2290 Keene Road (hereinafter "Property") and more particularly described in Ordinance No. \_\_\_\_\_.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from PPF – Parks and Public Facilities to C-3 – General Business, petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

- 1) Any and all building(s) constructed on the property shall not exceed a maximum height of thirty-five (35) feet as measured from the elevation of that portion of Keene Road lying directly south of the site, to the peak of any portion of the roof not including ancillary rooftop appurtenances such as HVAC equipment, vent pipes and similar features related to the mechanical function of the building(s);
- 2) To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, use of the property shall be restricted from containing any "Adult Use Establishments" as defined in RMC 23.06.030. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C) remain in effect.

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

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

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

CITY OF RICHLAND

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Cindy Reents  
City Manager

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Gregory Markel  
Petitioner

APPROVED AS TO FORM:

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Heather Kintzley  
City Attorney

# Exhibit 10

## RESOLUTION NO. 73-18

A RESOLUTION of the City of Richland declaring certain real property surplus to the City's needs and available to sell, lease or exchange.

WHEREAS, the City of Richland owns a 10.4-acre parcel of land within the Keene Road Trail Park adjacent to privately owned land; and

WHEREAS, the adjacent property owner has requested 0.44 acres of the 10.4-acre property legally described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and incorporated by reference, be declared surplus to the City's needs and offered for sale to Washington Securities and Investment Corporation as the abutting landowner; and

WHEREAS, at its February 8, 2018 meeting, the Parks and Recreation Commission provided a positive recommendation to surplus said property; and

WHEREAS, at its March 26, 2018 meeting, the Economic Development Committee provided a positive recommendation to surplus said property; and

WHEREAS, at its March 28, 2018 meeting, the Planning Commission provided a positive recommendation to surplus said property; and

WHEREAS, on April 17, 2018, Richland City Council held a duly advertised public hearing in accordance with Richland Municipal Code (RMC) 3.06.030 to receive public comment on the declaration of surplus.

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

Section 1. The City Council finds and declares that certain real property described in the attached **Exhibit A** and depicted in the attached **Exhibit B** is no longer needed and is therefore surplus to the City's needs.

Section 2. Staff is directed to negotiate solely with Washington Securities and Investment Corporation for potential acquisition of the property based on its standing as the adjacent landowner requesting surplus and sale of the 0.44-acre property.

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 17<sup>th</sup> day of April, 2018.

  
ROBERT J. THOMPSON  
Mayor

ATTEST:

  
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

  
HEATHER KINTZLEY, City Attorney

## EXHIBIT A

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF SAID COUNTY AND STATE; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND THE WEST LINE OF SAID LOT 3 SOUTH 00°29'36" WEST 16.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID LOT 3 SOUTH 68°03'36" EAST 250.80 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°24'38" HAVING A RADIUS OF 5920.55 FEET AND AN ARC LENGTH OF 352.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE PROJECTION OF THE EAST LINE OF SAID LOT 3 SOUTH 27°19'33" WEST 34.02 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 25°20'21" WEST, THROUGH A CENTRAL ANGLE OF 03°23'57" HAVING A RADIUS OF 5886.55 FEET AND AN ARC LENGTH OF 349.24 FEET; THENCE NORTH 68°03'36" WEST 179.41 FEET; THENCE NORTH 23°02'40" EAST 15.50 FEET; THENCE NORTH 68°03'36" WEST 64.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00°29'36" EAST ALONG SAID WEST LINE 19.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.44 ACRES MORE OR LESS.

# EXHIBIT B

### BOUNDARY PARCELS A

LOT 1, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF BENTON COUNTY, MISSOURI.

### BOUNDARY PARCELS B

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

### TRANSFER DESCRIPTION PARCELS A TO PARCELS B

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

### ADJUSTED PARCELS B

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

THAT CORNER OF SAID SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

## RECORD OF SURVEY NO. \_\_\_\_\_

FOR A BOUNDARY LINE ADJUSTMENT

### WASHINGTON SECURITIES & INVESTMENT CORP.

PORTIONS OF THE BIRNBY OF THE BIRNBY SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

#### VICINITY MAP

### GRAPHIC SCALE

1 INCH = 200 FEET

| LINE | ADJUSTED   | UNADJUSTED |
|------|------------|------------|
| 1    | 1.23 ACRES | 1.23 ACRES |
| 2    | 1.23 ACRES | 1.23 ACRES |
| 3    | 1.23 ACRES | 1.23 ACRES |
| 4    | 1.23 ACRES | 1.23 ACRES |

### MONUMENT NOTES

(1) FOUND 8/17' IRON  
(2) FOUND 8/17' IRON & COP "WORLD 12345"  
(3) FOUND 8/17' IRON & COP "WORLD SURVEY PLS 12345"  
(4) FOUND 8/17' IRON & COP "WORLD SURVEY PLS 45678"

### REFERENCE NOTES

1. DATE OF SURVEY/MONUMENTS VERIFIED: DECEMBER, 2011.  
2. BASIS OF SURVEY: MONUMENTS, ALONG THE NORTH LINE OF THE CH/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST, WILMOTTE SURVEY, BENTON COUNTY, MISSOURI, DESCRIBED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF BENTON COUNTY, MISSOURI.  
3. UNITS OF MEASURE: US SURVEY FEET (ROUND DOWN).  
4. EQUIPMENT/PROCEDURES: TOTAL STATION, GPS, DIST. METER, UNDER CLOUDS, MEAS. ON EXISTING SURVEY CONFORMED IN THE 22-10-10-10-10.  
a. @ FOUND CORNER AS NOTED  
b. @ FOUND CORNER AS NOTED  
c. @ 12' 8/17' IRON & COP "WORLD SURVEY PLS 45678"

### ADJUSTED DESCRIPTION

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 A.M. AT \_\_\_\_\_ N. AND RECORDED IN VOLUME \_\_\_\_\_ OF BENTON'S, PAGE \_\_\_\_\_ AS THE REQUEST OF \_\_\_\_\_  
CUSTODIAN: C. BENTON  
BENTON COUNTY RECORDER  
FEE: \$0.00

### ADJUSTED CERTIFICATE

THIS MAP CONSTITUTES A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY STATUTES ACT OF THE \_\_\_\_\_ OF BENTON COUNTY, MISSOURI, SINCE 2011.



Looking North





Looking East

Approx. Site





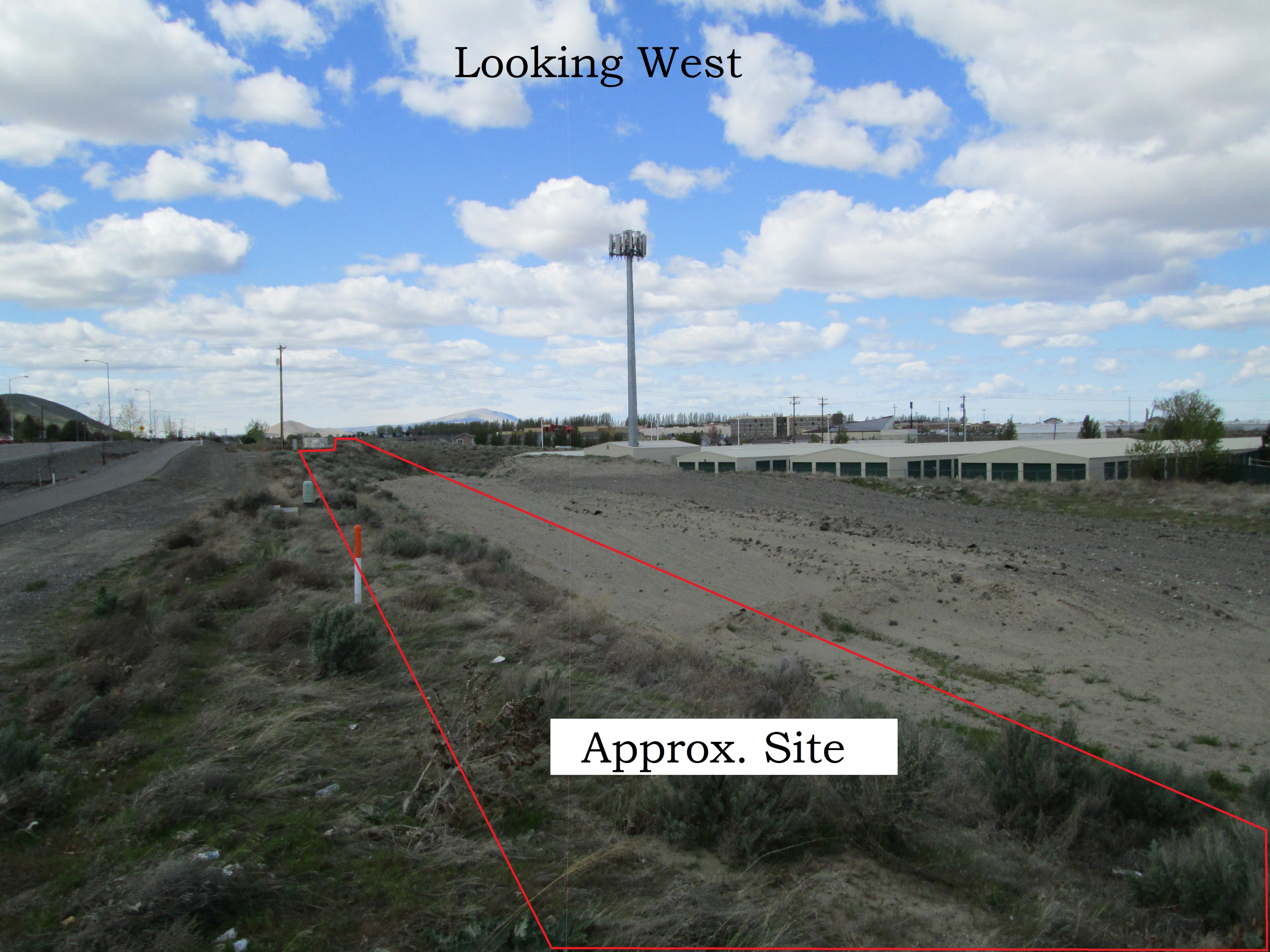
# Looking South





Looking West

Approx. Site







## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

**Subject:**

Ordinance 49-18, Amending Chapter 5.04 of the Richland Municipal Code related to Business, Professions, and Occupations

**Department:**

Administrative Services

**Ordinance/Resolution Number:**

49-18

**Document Type:**

Ordinance

**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 49-18, amending Chapter 5.04 of the Richland Municipal Code related to Business, Professions, and Occupations to comply with EHB 2005, and creating a temporary business license for vendors participating in special events in Richland.

**Summary:**

In 2017, the Washington State Legislature passed EHB 2005 related to municipal business licensing. The new law was codified as Chapter 35.90 RCW. It requires those cities that issue a general business license to partner with a business licensing service, and to adopt model code provisions to ensure that the business licensing service is technically able to administer the city's business license code.

The City of Richland currently partners with the Department of Revenue's Business Licensing Service (BLS) so no change is needed to comply with that portion of the law. In order to comply with the remainder of Washington law, the model ordinance language must be adopted by October 17, 2018. The language has been incorporated into the ordinance that is proposed.

Proposed Ordinance No. 49-18 amends Chapter 5.04 of the Richland Municipal Code (RMC). RMC Section 5.04.095 has been added which defines "engaging in business" and RMC Sections 5.04.010 and 5.04.245 have been amended.

In addition, staff took this opportunity to add language to RMC 5.04.243 related to temporary business licenses for special events. This text edit closes a gap that currently exists in city processes for vendors who are unlicensed yet contract to participate in special events in Richland.

Staff recommends approval of Ordinance No. 49-18 for first reading, by title only.

**Fiscal Impact:**

None.

**Attachments:**

- I. Ordinance No. 49-18

## ORDINANCE NO. 49-18

AN ORDINANCE of the City of Richland amending Chapter 5.04 of the Richland Municipal Code related to Business, Professions, and Occupations by adding new section RMC 5.04.095 defining “engaging in business”; amending RMC 5.04.010 and RMC 5.04.245 to comply with EHB 2005; and adding a temporary business license for vendors participating in special events.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities, and to come into compliance with state or federal law; and

WHEREAS, in 2017, the Washington State Legislature passed EHB 2005 related to municipal business licensing. Codified as Chapter 35.90 RCW, EHB 2005 requires those cities that issue a general business license to partner with a business licensing service, and to adopt model code provisions to ensure that the business licensing service is technically able to administer each city’s business license code; and

WHEREAS, the City of Richland currently partners with the Department of Revenue’s Business Licensing Service (BLS), and will continue to do so to maintain compliance with Chapter 35.90 RCW; and

WHEREAS, to ensure compliance with Washington law, the model ordinance language must be adopted.

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

Section 1. Chapter 5.04 of the Richland Municipal Code, as enacted by Ordinance No. 83, and last amended by Ordinance No. 06-11, is hereby amended to read as follows:

- 5.04.010 Purpose.**
- 5.04.020 Severability.**
- 5.04.030 Definitions.**
- 5.04.040 Business defined.**
- 5.04.050 City defined.**
- 5.04.060 City council defined.**
- 5.04.070 City license officer defined.**
- 5.04.080 City manager defined.**
- 5.04.090 Employee defined.**
- 5.04.095 Engaging in business defined.**
- 5.04.100 License defined.**
- 5.04.105 License year.**
- 5.04.110 Person defined.**
- 5.04.120 Premises defined.**

- 5.04.125 State defined.
- 5.04.130 Occupations subject to tax and amounts.
- 5.04.140 Determination of number of employees – Part-time employees.
- 5.04.150 Determination of number of employees – Alternative method.
- 5.04.160 Determination of number of employees – Employees working outside the city.
- 5.04.162 Determination of number of employees – New businesses.
- 5.04.170 Compliance required.
- 5.04.175 Unlawful business not authorized.
- 5.04.180 One act constitutes doing business.
- 5.04.190 Agents responsible for obtaining license.
- 5.04.200 Separate license for branch establishments.
- 5.04.220 Joint license.
- 5.04.230 No license required for mere delivery.
- 5.04.240 No license required for certain salesmen.
- 5.04.243 Trade shows, business promotions – Special licenses.
- 5.04.245 Exemptions.
- 5.04.250 Temporary special permits to nonprofit enterprise.
- 5.04.260 Application for special permit.
- 5.04.270 Special permittees must conform.
- 5.04.280 City license officer – Powers and duties.
- 5.04.290 Information confidential.
- 5.04.300 Qualifications of applicants.
- 5.04.310 Procedure for issuance of license – Formal application required.
- 5.04.320 Issuance of receipts.
- 5.04.330 Renewal license procedure.
- 5.04.340 Duplicate license procedure.
- 5.04.350 Nonapproval of license – Refund of fees.
- 5.04.360 Nonapproval of license – Applicant not to engage in business.
- 5.04.370 Determination of city license fee – Fee established.
- 5.04.380 Tax and license period.
- 5.04.385 Utilization of business license fee revenues.
- 5.04.386 Organizations qualified to use business license reserves.
- 5.04.387 City of Richland department use of business license reserves.
- 5.04.388 Commercial improvement program.
- 5.04.400 Rebate of fee – General prohibition.
- 5.04.410 Rebate of fee collected in error.
- 5.04.430 Contents of license.
- 5.04.440 General obligations of licensee.
- 5.04.450 Display of license.
- 5.04.460 Inoperative licenses, special permits.
- 5.04.470 Unlawful possession.
- 5.04.475 Change of business structure.
- 5.04.480 Change of location – Notice.
- 5.04.490 Where applicant fails to keep records.
- 5.04.500 Investigations.



- 5.04.510 Order to comply – Issuance.**
- 5.04.520 Order to comply – Notice.**
- 5.04.530 Period for compliance.**
- 5.04.540 Hearing.**
- 5.04.550 Modifying authority of license officer.**
- 5.04.560 Suspension or revocation.**
- 5.04.570 Right of appeal.**
- 5.04.580 Hearing.**
- 5.04.590 Effect of decision.**
- 5.04.600 Liability of violator.**
- 5.04.605 Late payment.**
- 5.04.610 Violations – Penalties.**

#### **5.04.010 Purpose.**

The provisions of this chapter shall be deemed an exercise of the power of the city of Richland to license for revenue. [The City expressly intends that engaging in business, as defined by this Chapter, include any activity sufficient to establish nexus for purposes of applying the license fees set forth herein under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.](#)

#### **5.04.020 Severability.**

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

#### **5.04.030 Definitions.**

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular include the plural number. The word “shall” is always mandatory and not merely directory.

#### **5.04.040 Business defined.**

“Business” is meant to include all kinds of vocations, occupations, professions, enterprises, establishments, including some large nonprofit organizations, and all other kinds of activities and matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit, or benefit, either directly or indirectly, on any premises in this city, or anywhere else within its jurisdiction.

#### **5.04.050 City defined.**

“City” is the city of Richland.

**5.04.060 City council defined.**

"City council" is the city council of the city of Richland.

**5.04.070 City license officer defined.**

"City license officer" or "license officer" is the finance manager or designee of the city of Richland.

**5.04.080 City manager defined.**

"City manager" is the city manager of the city of Richland.

**5.04.095 Engaging in business defined.**

A. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

B. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in *de minimus* business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

C. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
3. Soliciting sales.
4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.

7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
8. Collecting current or delinquent accounts.
9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
13. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
14. Investigating, resolving, or otherwise assisting in resolving customer complaints.
15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

D. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

1. Meeting with suppliers of goods and services as a customer.
2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.



4. Renting tangible or intangible property as a customer when the property is not used in the City.
5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
6. Conducting advertising through the mail.
7. Soliciting sales by phone from a location outside the City.

E. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (D).

**5.04.090 Employee defined.**

"Employee" is any natural person who works for salary or wages or on a commission basis.

**5.04.100 License defined.**

"License" or "licensee" as used generally herein shall include respectively the words "permit," or "permittee," or the holder for any use or period of time of any similar privilege, wherever relevant to any provision of this code or other law or code.

**5.04.105 License year.**

As used herein, "license year" shall be defined as a 12-month period following the issuance date of the license. The month of issuance of the original license shall be the month of issuance for any subsequent license to the same business and the license year, except in the case where a business has other renewable endorsements with the state of Washington, in which case the Richland license fee renewal date may be prorated to match the date of those endorsements and shall run from the month and day of the original issuance of the license.

**5.04.110 Person defined.**

"Person" is meant to include individual natural persons, partnerships, joint adventures, societies, associations, clubs, trustees, trusts, or corporations; or any officers, agents, factors, or any kind of personal representatives of any thereof, in any capacity, acting either for himself or for any other person, under either personal appointment or pursuant to law.

**5.04.120 Premises defined.**

"Premises" is meant to include all lands, structures, places, and also the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to, or is otherwise used in connection with, any such business conducted on such premises.

#### **5.04.125 State defined.**

“State” is the Washington State Department of Licensing.

#### **5.04.130 Occupations subject to tax and amounts.**

A. The sum of \$40.00, plus \$12.00 for each full-time equivalent employee in excess of two, shall be collected from every person engaged in the occupations of:

1. Professions. To include attorney, accountant, physician, dentist, veterinarian, optometrist, engineer, psychiatrist, psychologist, chiropractor, consultant, architect, private teacher and other professions.

2. Retail and Wholesale. To include every person engaged in the business of selling at retail or wholesale (“selling at retail” shall include the providing of competitive telephone service as defined in RCW 82.16.010). Retail shall also include mobile food vendors. For the purposes of this chapter, a mobile food vendor unit is a unit capable of moving or being moved from one location to another, has a Benton-Franklin County food service permit and complies with all health department rules and regulations.

3. Services. To include every person engaged in the business of providing a service such as manufacturing, production, construction, or research or in any business or occupation other than those enumerated above.

4. Day Care. To include home day care (12 or less children) or day care centers (13 or more children). A day care is considered any person who regularly and for compensation provides care during part of a 24-hour day. For the purposes of this chapter, persons caring for a child or children in such child’s or children’s home, whether or not for compensation, and caring for a child or children on a casual or other than regular basis and persons under the age of 18 years, shall not be deemed to be engaged in the business of a family day care or day care center.

B. The sum of \$40.00, plus \$12.00 for each full-time equivalent employee in excess of two, plus an additional \$2.00 for each such person’s apartment units, commercial retail/rental units, houses, storage units or mobile home spaces which are rented or available for rent within the city shall be collected from every person engaged in the occupation of:

1. Property Rentals. Any person having three or more apartment units, houses, commercial retail/rental units or mobile home spaces, or any combination thereof, either rented or available for rent, shall be deemed to be engaged in the business of renting. Each rental of real property with more than four rental units on a single lot or premises shall be deemed a branch establishment or separate place of business for the purposes of this chapter.

2. Nonprofit Organizations with Over 20 Employees. Any nonprofit organization located in Richland with more than 20 Richland employees shall be subject to the requirements of RMC 5.04.250.

**5.04.140 Determination of number of employees – Part-time employees.**

In determining the license fee to be paid hereunder by each business or occupation, the number of employees shall be the number of employees during the 12-month period immediately preceding the date of licensing for which the license fee is payable. For the purpose of computing the number of employees, each employee who works more than 1,248 hours during the 12-month period shall be counted as one. Where there are employees who have worked less than that number of hours, the total number of hours worked by all such employees shall be added together and divided by 1,248. The number of employees shall be the total of the number of employees working more than 1,248 hours during the year plus the figure computed by dividing total man hours of all employees working less than 1,248 hours by 1,248. Fractions shall be disregarded.

**5.04.150 Determination of number of employees – Alternative method.**

In determining the license fee to be paid hereunder by each business or occupation, the number of employees may, in place of the method prescribed in RMC 5.04.140, be computed by totaling the number of employees employed on the last regular working day of each month of the 12-month period immediately preceding the date of licensing for which the license fee is payable, and dividing the total by 12.

**5.04.160 Determination of number of employees – Employees working outside the city.**

In determining the license fee to be paid hereunder by each business or occupation, employees whose work is primarily performed outside the city shall be disregarded. If a business has its corporate office or administrative headquarters within Richland city limits, and is not paying a license fee to Benton County, said company must pay a license fee for all employees regardless of where said employees perform their duties within Benton County.

**5.04.162 Determination of number of employees – New businesses.**

The license fee or tax to be paid by each business or occupation which commences business during the license year shall be based upon the estimated number of employees of that business or occupation for the remainder of the license year. At the end of the license year, the tax shall be recomputed, based on the number of employees actually employed, and the tax adjusted accordingly.

**5.04.170 Compliance required.**

It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise for which a license, or permit, is required by this chapter, without having a license or permit therefor in effect at all times as required by this chapter. The issuance of a license or permit under this chapter shall not waive or excuse compliance with the provisions of any other ordinance of the city. Any person violating any provision of this section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$5,000 or by imprisonment for not more than one year, or both such fine and imprisonment.



**5.04.175 Unlawful business not authorized.**

No license shall be issued under this chapter for an activity that is illegal or unlawful under local, state or federal law.

No license issued under this chapter shall be construed as authorizing the conduct of or continuance of any illegal or unlawful business.

**5.04.180 One act constitutes doing business.**

For the purpose of this chapter, any person shall be deemed to be in business or engaging in a nonprofit enterprise as set forth in RMC 5.04.250, and thus subject to the requirements of RMC 5.04.130 when he does one act of: (A) selling any goods or service; (B) soliciting business or offering goods or services for sale or hire; (C) acquiring or using any vehicle or any premises in the city for business purposes.

**5.04.190 Agents responsible for obtaining license.**

The agents or other representatives of nonresidents who are doing business in this city shall be personally responsible for the compliance by their principals and by the businesses they represent with this chapter.

**5.04.200 Separate license for branch establishments.**

A license shall be obtained in the manner prescribed herein for each branch establishment anticipated to be in use more than 30 days as if each such branch establishment or location were a separate business; provided, that warehouses and distributing plants used in connection with or incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments.

**5.04.220 Joint license.**

A person engaged in two or more businesses at the same location shall not be required to obtain separate licenses for conducting each of such businesses but, when eligible, shall be issued one license which shall specify on its face all such businesses. The fee charged for such license shall be at the highest applicable rate. Services provided by a retail business which are incidental to or ordinarily associated with the retail business shall not be considered as a different or separate business.

**5.04.230 No license required for mere delivery.**

No license shall be required of any person for any mere delivery in the city of any property purchased or acquired in good faith from such person at his regular place of business outside the city where no intent by such person is shown to exist to evade the provisions of this chapter.

**5.04.240 No license required for certain salesmen.**

No license shall be required in the case of salesmen soliciting orders from manufacturers, wholesalers, jobbers, distributors, or retailers, where no other act of business is done in the city.

#### **5.04.243 Trade shows, business promotions – Special licenses.**

A. Trade shows, business promotions, and other temporary activities conducted for the purpose of displaying goods and wares, taking orders, or promoting products and/or services collectively, which do not exceed five continuous days' duration, shall be specially licensed by the rate of \$10.00 per exhibitor; provided, however, that the total business license fee for the event shall not exceed \$200.00; provided further, that the total business license fee for nonprofit organizations shall not exceed \$10.00. A nonprofit promoter, under this section, shall pay \$10.00 per participating for-profit exhibitor not to exceed the total business license fee of \$200.00. The promoter is responsible for the collection and payment of the fee imposed under this section and otherwise in this code.

B. Richland businesses which are properly licensed and desire to participate in trade shows, business promotions and other temporary activities of the nature described in subsection (A) of this section shall be issued supplemental licenses, at no cost, which supplemental license allows the Richland business to conduct its activities at the location of the event for which the special license is issued.

C. Vendors participating in a private or city-organized special event must possess a valid business license. Unlicensed vendors shall obtain a temporary business license, at the rate of \$10.00, that expires at the conclusion of the special event. In the alternative, upon application, the city may issue to the host of the private or city-organized special event a master temporary business license for the event covering all vendor participants. In calculating fees for the master temporary business license, the host shall pay \$10.00 per vendor.

#### **DG. Definitions.**

“Promoter” means an individual or organization which initiates and coordinates an event such as trade shows and/or promotional activities.

“Special event” means any organized assemblage of 30 or more persons at any public park which is to gather for a common purpose under the direction and control of a responsible person or agency; or any organized formation, parade, procession or assembly consisting of persons, animals, vehicles or any combination thereof, traveling in unison and with a common purpose upon any street, highway, alley, sidewalk or public way which does not comply with normal and usual traffic regulations or controls; or any other organized activity or set of activities conducted by an individual, group or entity for a common or collective use or benefit and which involves the use of public facilities and the possible or necessary provision of city services ancillary thereto.

“Trade show” means an event or promotion consisting of two or more vendors and/or exhibitors.

#### **5.04.245 Exemptions.**

The provisions of this chapter shall not apply to:

A. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

~~BA~~. Any person in respect to a business activity with respect to which tax liability is specifically imposed under the provisions of Chapter 5.20 RMC.

~~CB~~. Any person in respect to insurance business upon which a tax based on gross premiums is paid to the state of Washington; provided, however, that the provisions of this subsection shall not exempt any person engaging in the business of representing any insurance company, whether as general or local agent or acting as broker for such companies; and provided, further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to the completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

~~DC~~. Any person in respect to his employment in the capacity of an employee or servant as distinguished from that of an independent contractor.

~~ED~~. The lease, rental or sale of real estate; provided, however, that nothing herein shall be construed to exempt from payment of the license fee or tax any business wherein a mere license to use or enjoy real property is granted, or the income of which is derived from commissions on the sale or rental of real estate.

~~FE~~. The business of manufacturing, selling, or distributing motor vehicle fuel, as that term is defined in Chapter 58, Laws of 1933, as amended. (Chapter 82.36 RCW)

#### **5.04.250 Temporary special permits to nonprofit enterprise.**

The city license officer shall issue special permits, without the payment of any city license fees, to any person or organization for the conduct or operation of nonprofit enterprise, either regularly or temporarily, when he finds that the applicant operates without private profit for a public, charitable, educational, literary, fraternal, or religious purpose. This section shall not apply to nonprofit organizations with more than 20 employees and which are public, charitable, educational, literary, fraternal, or religious in nature. Nonprofit organizations with 21 employees or more, excluding local, state and federal governmental agencies and educational entities, shall obtain an annual business license under the applicable terms of this chapter. However, a profit organization operating under the sponsorship of a nonprofit organization shall pay all applicable license fees or charges; provided, however, that any for-profit organization engaged in a trade show, business promotion or other temporary activity conducted for the purpose of displaying goods and wares, taking orders, or promoting products and/or services, collectively, which does not exceed five continuous days in duration, and which is operating under the sponsorship of a nonprofit organization, shall be deemed exempt from this provision and shall be subject instead to the provisions of RMC 5.04.243 dealing with trade shows and business promotions.



**5.04.260 Application for special permit.**

An applicant for a special permit shall submit an application therefor to the city license officer upon forms prescribed by the license officer, and shall furnish such additional information and make such affidavits as the license officer shall require.

**5.04.270 Special permittees must conform.**

A person or organization operating under a special permit shall operate his nonprofit enterprise in compliance with this chapter and all other applicable rules and regulations except as provided herein.

**5.04.280 City license officer – Powers and duties.**

The city license officer shall collect city and state license fees and shall issue licenses when applicable in the name of the city to all persons qualified under the provisions of this chapter and shall:

- A. Promulgate and enforce all reasonable rules and regulations necessary to the operation and enforcement of this chapter.
- B. Adopt all forms and prescribe the information to be given therein as to character and other relevant matter for all necessary papers.
- C. Require applicants to submit all information necessary to the administration of this chapter.
- D. Submit applications in a proper case, to interested city officials for their endorsements thereon as to compliance by the applicant with all city regulations which they have the duty of enforcing.
- E. Investigate and determine the eligibility of any applicant for a license as prescribed herein.
- F. Examine the books and records of any applicant or licensee when reasonably necessary to the administration and enforcement of this chapter.
- G. Notify any applicant of the acceptance or rejection of his application and shall, upon his refusal of any license or permit at the applicant's request, state in writing the reasons therefor and deliver them to the applicant.

**5.04.290 Information confidential.**

The license officer shall keep all information furnished or secured under the authority of this chapter in strict confidence. Such information shall not be subject to public inspection and shall be kept so that the contents thereof shall not become known except to the persons charged with the administration and enforcement of this chapter.

#### **5.04.300 Qualifications of applicants.**

The general standards in this chapter set out relative to the qualifications of every applicant for a license under this chapter shall be considered and applied by the city license officer. The applicant shall not be in default under the provisions of this chapter.

#### **5.04.310 Procedure for issuance of license – Formal application required.**

Every person required to procure a license under the provisions of this chapter shall submit an application for such license to the city license officer or any unified business identifier (UBI) service location. The application shall:

- A. Be in writing upon forms provided by the city license officer or State of Washington Department of Licensing.
- B. Contain all information necessary to establish compliance with RMC 5.04.300 and any other information which the city license officer shall find to be reasonably necessary to the fair administration of this chapter.
- C. Be accompanied by the full amount of the fees chargeable for such license.

#### **5.04.320 Issuance of receipts.**

Whenever a license cannot be issued at the time the application for the same is made, the city license officer shall issue a receipt to the applicant for the money paid in advance, subject to the following conditions: such receipt shall not be construed as the approval of the city license officer for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter or of any other ordinance or of general law.

#### **5.04.330 Renewal license procedure.**

The applicant for the renewal of a license shall submit an application for such license to the city license officer or the State of Washington Department of Licensing. The application shall:

- A. Be a written statement upon forms provided by the State of Washington Department of Licensing.

#### **5.04.340 Duplicate license procedure.**

A duplicate license or special permit shall be issued by the license officer or State of Washington Department of Licensing to replace any license previously issued, which has been lost, stolen, defaced, or destroyed (without any willful conduct on the part of the licensee).

#### **5.04.350 Nonapproval of license – Refund of fees.**

The license officer shall, upon disapproving any application submitted under the provisions of this chapter, refund all city of Richland fees paid in advance to the applicant, provided the applicant is not otherwise indebted to the city.

**5.04.360 Nonapproval of license – Applicant not to engage in business.**

When an issuance of a license is denied and any action is instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license be issued to him pursuant to a judgment ordering the same.

**5.04.370 Determination of city license fee – Fee established.**

City license fees shall be in the amounts established in RMC 5.04.130 and as further determined under this chapter. State administrative fee to be adjusted as reduction to license fee as established in RMC 5.04.130(A)(2) and (4) and (B)(1).

**5.04.380 Tax and license period.**

The tax and license period shall be for one full year. However, in the first year of the application it may be prorated based upon the origination date of a required state license.

**5.04.385 Utilization of business license fee revenues.**

A reserve to be known as the business license reserve is hereby created. The reserve will be based upon the following formula: an average of the actual prior two years' business license fees revenues will establish the base annually. Of this average figure, 22 percent will be reserved and accumulated annually. Reserves will be utilized to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight.

**5.04.386 Organizations qualified to use business license reserves.**

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, and business improvement districts. These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The determination of the appropriate groups to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council.

**5.04.387 City of Richland department use of business license reserves.**

City of Richland departments are also eligible for use of business license reserves for program or capital expenditures that meet the criteria as set forth in RMC 5.04.385 and as recommended by the economic development committee as set forth in RMC 5.04.386.

**5.04.388 Commercial improvement program.**

The city of Richland's office of business and economic development is authorized to establish and manage a commercial improvement program ("program"). The purpose of the program is to encourage and enhance economic development, and reduce blight in the city. The program shall be funded annually as determined by the process set forth in RMC 5.04.386. Use of the funds shall be designated for improvement of commercial



areas or properties that exhibit preblight conditions as identified by the economic development committee and for public investment to facilitate private economic development and to limit or eliminate blight. The city's program and participation shall be secured by agreement, such agreement to provide for the city ownership of an interest in the facilities and improvements funded pursuant to the agreement. The city interest in facilities and improvements will be amortized and reduced at the rate of 20 percent per year for each of five years after the construction or installation of the facility or improvement. The consideration for a program agreement includes but is not limited to the anticipated increase in sales tax received by the city and the avoidance of public expenditure on blighted areas. Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean working condition by the private party for the duration of the agreement. Determination of the appropriate projects to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop administrative guidelines for the program. Said guidelines shall be reviewed by staff and accepted by the city council.

**5.04.400 Rebate of fee – General prohibition.**

Except as provided in this chapter, no rebate or refund of any license fee or part thereof shall be made by reason of the nonuse of such license or by reason of a change of business rendering the use of such license ineffective.

**5.04.410 Rebate of fee collected in error.**

The license officer shall have authority to refund a license fee only where it was collected in error.

**5.04.430 Contents of license.**

Each license issued by the State of Washington Department of Licensing hereunder shall state upon its face the following:

- A. The name of the licensee and any other name under which such business is to be conducted.
- B. The kind and address of each business so licensed.
- C. The dates of issuance and expiration thereof.
- D. Such other information as the license officer shall determine to be necessary.

**5.04.440 General obligations of licensee.**

Every licensee under this chapter shall:

- A. Keep full and complete records of the number of his employees and the hours worked by each employee.

B. Permit all reasonable inspections of his payroll records by public authorities so authorized by law at all reasonable times.

C. Ascertain and at all times comply with all laws and regulations applicable to such licensed business.

D. Refrain from operating the license businesses on premises after expiration of his license and during the period his license is revoked or suspended.

E. Promptly surrender any license certificate when required by the license officer.

**5.04.450 Display of license.**

Every licensee under this chapter shall:

A. Display such license in a prominent location upon the licensed premises.

B. When he has no licensed business premises, carry such license on his person.

**5.04.460 Inoperative licenses, special permits.**

No licensee shall allow any license or special permit to remain posted, displayed or used, after the period for which it was issued has expired; or when it has been suspended or revoked, or for any other reason become ineffective. The licensee shall promptly return such inoperative license or special permit to the license officer.

**5.04.470 Unlawful possession.**

No licensee shall loan, sell, give or assign to any other person, or allow any other person to use or display, or to destroy, damage or remove, or to have in his possession, except as authorized by the license officer or by law, any license which has been issued to said licensee.

**5.04.475 Change of business structure.**

Changes in business structure shall require a new license application and the payment of fee. Such changes shall include change of ownership, or corporate status, including, but not limited to, as an example, a change from sole proprietorship to a partnership or corporation.

**5.04.480 Change of location – Notice.**

A licensee shall have the right to change the location of the licensed business, provided he shall promptly notify license officer of such change of location and the new location is approved by zoning, building inspection divisions and the fire department.

**5.04.490 Where applicant fails to keep records.**

The license officer shall make his own determination as to the number of employees for any business where the licensee has failed to keep books and records accurately, showing the number of full-time and part-time employees and the hours worked by each employee.

**5.04.500 Investigations.**

The license officer shall make or cause to be made all investigations reasonably necessary to the enforcement of this chapter.

**5.04.510 Order to comply – Issuance.**

When a violation of this chapter or of any other law or ordinance has been reported to the license officer, he shall issue to the person reported to be in violation an order to comply.

**5.04.520 Order to comply – Notice.**

The order to comply shall be in writing, shall be served on the licensee and shall apprise the person affected of his specific violations. In the absence of the person affected or his agent or employee, a copy of such notice shall be affixed to some structure on the premises. Depositing such order in the United States mail shall constitute service thereof.

**5.04.530 Period for compliance.**

The order to comply shall require compliance within 10 days of serving notice on the affected person.

**5.04.540 Hearing.**

Upon written application by the person affected, before the expiration of the 10-day period for compliance, the license officer shall order and hold a hearing. Notice of such hearing shall be given the affected person in the manner prescribed in RMC 5.04.520.

**5.04.550 Modifying authority of license officer.**

Upon written application, or on his own motion, the license officer shall have the authority, in a proper case, to extend the time for compliance, to grant a new hearing date, and to change, modify or rescind any recommendation or order.

**5.04.560 Suspension or revocation.**

Upon the refusal or failure of the violator to comply with the initial order, or if an appeal is taken, with any order made after hearing, the license officer shall have the authority to suspend or revoke the violator's license. No license, however, shall be suspended or revoked until 10 days has elapsed from the service of the initial order, and if the violator applies for a hearing under RMC 5.04.540, until an order has been made after hearing, and if the violator exercises his right of appeal under RMC 5.04.570, until the city manager has made his findings.

**5.04.570 Right of appeal.**

Any person aggrieved by any decision of the license officer after hearing shall have the right to appeal to the city manager by filing a written appeal with such officer within 10 days following the effective date of the action or decision complained of.

Such appeal shall set out a copy of the order or decision appealed from and shall include a statement of the facts relied upon to avoid such order.



At the time of filing any such appeal a copy thereof shall be filed by the appellant with the license officer.

**5.04.580 Hearing.**

The city manager shall fix a time and place for hearing the appeal and shall have served a written notice, as provided in RMC 5.04.520, upon the appellant informing him thereof. The city manager shall also give such notice to the license officer and such officer shall be entitled to appear and defend such order.

**5.04.590 Effect of decision.**

The findings of the city manager shall be final and conclusive.

**5.04.600 Liability of violator.**

The amount of any unpaid fee, the payment of which is required hereunder, shall constitute a debt due the city.

The city attorney shall, at the direction of the license officer, institute civil suit in the name of the city to recover any such unpaid fee.

No civil judgment, or any act by the city attorney, the license officer, or the violator shall bar or prevent a criminal prosecution for each and every violation of this chapter.

**5.04.605 Late payment.**

There shall be added to each fee or tax paid, after it has become due, the sum of \$20.00 or 10 percent of the fee or tax due, whichever is greater. Late payment is to be waived when license renewal is for city license only and not combined with state license renewal.

**5.04.610 Violations – Penalties.**

Any person who has violated any provision of this chapter except for RMC 5.04.170 shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

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

For any violation of a continuing nature, each day's violation shall be considered a separate offense and shall subject the offender to the above penalties for each offense.

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

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

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

Date Published: \_\_\_\_\_



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

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**Subject:**

Ordinance No. 47-18, Amending the 2018 Budget in the General Fund for Hotel/Motel Lodging Tax Funding

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**Department:**

Assistant City Manager

**Ordinance/Resolution Number:**

47-18

**Document Type:**

Ordinance

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**Recommended Motion:**

Give second reading and pass Ordinance No. 47-18, amending the 2018 Budget in the General Fund for Hotel/Motel Lodging Tax Funding.

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**Summary:**

On November 13, 2017, City Council approved Lodging Tax funding allocations as recommended by the Lodging Tax Advisory Committee (LTAC), which included awards to the City of Richland for portable pitching mounds at the Horn Rapids Athletic Complex (\$16,000); outdoor speakers at John Dam Plaza (\$17,179); and technology improvements to the Richland Police Department training room (\$4,300). Due to the 2018 Budget approval schedule, staff did not have time to add these funds to the 2018 Budget.

In order to properly account for these assets, a budget adjustment is necessary to appropriate funds for these Hotel/Motel tax awards.

First reading was given on September 4, 2018. No exceptions were taken.

Staff recommends approval of Ordinance No. 47-18 for second reading and passage.

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**Fiscal Impact:**

This action will result in an increase in General Fund appropriations in the amount of \$37,479.

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**Attachments:**

- I. Ordinance No. 47-18



ORDINANCE NO. 47-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the General Fund for Hotel/Motel Lodging Tax awards, 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 adopting the 2018 Annual Budget; and

WHEREAS, on November 13, 2017, the Lodging Tax Advisory Committee recommended new Hotel/Motel tax awards, including awards to the City of Richland for portable pitching mounds at the Horn Rapids Athletic Complex, outdoor speakers at John Dam Plaza, and technology improvements to the Richland Police Department training room; and

WHEREAS, on December 19, 2017, the Richland City Council passed Resolution 224-17, authorizing the City Manager to sign and execute funding agreements with Hotel/Motel applicants; and

WHEREAS, no funds were appropriated in the General Fund for technology improvements in the Richland Police training room, portable pitching mounds or outdoor speakers.

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 from Hotel/Motel tax awards:

General Fund

Current Appropriation: \$64,269,797

Increase in Appropriation: 37,479

Amended Appropriation: \$64,307,276

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 18<sup>th</sup> day of September, 2018.

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ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS, City Clerk

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HEATHER KINTZLEY, City Attorney

Date Published: September 23, 2018



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 5 - Maximize Community Amenities

**Subject:**

Ordinance No. 48-18, Amending the 2018 Budget in the Park Reserve Fund, General Fund and Park Project Construction Fund

**Department:**

Parks & Public Facilities

**Ordinance/Resolution Number:**

48-18

**Document Type:**

Ordinance

**Recommended Motion:**

Give second reading and pass Ordinance No. 48-18, amending the 2018 Budget to provide for additional appropriations in the City's General Fund and Park Project Construction Fund from the Park Reserve Fund.

**Summary:**

This budget amendment allocates monies from the Park Reserve Fund to the following three (3) activities:

- Allocation of \$45,000 to the General Fund for professional services for master planning the 30-acre community park in Badger Mountain South.
- Allocation of \$17,376 to the Park Project Construction Fund to purchase soccer goals for Claybell Park.
- Allocation of \$19,062 to the Park Project Construction Fund for Jeannette Taylor Skate Park improvements (Phase 3 of the skate park).

At its June 14, 2018 meeting, the Parks and Recreation Commission voted unanimously to recommend the funding allocations for Phase 3 of the Jeanette Taylor Skate Park expansion, and to purchase soccer goals for Claybell Park.

At its August 9, 2018 meeting, the Parks and Recreation Commission voted unanimously to recommend the funding allocation for community park master planning in Badger Mountain South.

As required by state law, a public hearing was held on September 4, 2018. No public testimony was offered. Staff recommends approval of Ordinance No. 48-18 for second reading and passage.

**Fiscal Impact:**

Approval of Ordinance No. 48-18 will increase appropriations in the General Fund by \$45,000, and increase appropriations in the Park Project Construction Fund by \$36,438. Funds will be appropriated from the Park Reserve Fund.

**Attachments:**

- I. Ordinance No. 48-18



## ORDINANCE NO. 48-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's General, Park Reserve Fund and Parks Project Construction Funds.

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

WHEREAS, on June 14, 2018, the Parks and Recreation Commission recommended the allocation of \$19,062 of Park District 1 funds to the Jeannette Taylor Skate Park to cover additional construction costs associated with Phase 3 construction, and the allocation of \$17,376 from Park District 2 funds to purchase soccer goals for use at Claybell Park, and

WHEREAS, on August 9, 2018, the Parks and Recreation Commission recommended that \$45,000 of Park District 3 funds be allocated for consultant fees for master planning a 30-acre community park in Badger Mountain South, and

WHEREAS, no funds were appropriated in the 2018 Annual Budget for these expenditures; and

WHEREAS, the intent of this ordinance is to increase appropriations in the General Fund and the Parks Project Construction Fund; and

WHEREAS, pursuant to RCW 35.33.091, a public hearing was held on September 4, 2018 regarding the increase in appropriations to the General Fund and the Parks Project Construction Fund from beginning fund balance in the Park Reserve Fund.

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

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

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

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

Park Reserve Fund:

|                            |                  |
|----------------------------|------------------|
| Current Appropriation:     | \$ 579,650       |
| Increase in Appropriation: | <u>\$ 81,438</u> |
| Amended Appropriation:     | \$ 661,088       |

General Fund:

|                            |                  |
|----------------------------|------------------|
| Current Appropriation:     | \$64,224,797     |
| Increase in Appropriation: | <u>\$ 45,000</u> |
| Amended Appropriation:     | \$64,269,797     |

Parks Project Construction Fund:

|                            |                  |
|----------------------------|------------------|
| Current Appropriation:     | \$4,682,304      |
| Increase in Appropriation: | <u>\$ 36,438</u> |
| Amended Appropriation:     | \$4,718,742      |

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

Date Published: September 23, 2018



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

**Subject:**

Resolution No. 126-18, Setting a Public Hearing Date for the Proposed Vacation of a Portion of Shockley Road Right-of-Way

Department:  
Public Works

Ordinance/Resolution Number:  
126-18

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 126-18, establishing a public hearing on October 16, 2018 to consider vacating a portion of Shockley Road right-of-way

**Summary:**

The City received a request from the property owner at 315 Columbia Park Trail, the southwest corner of Shockley Road and Columbia Park Trail, to vacate a portion of Shockley Road right-of-way.

Analysis of the request indicates that the existing right-of-way exceeds the City's present and future needs. Ordinance No. 42-04 provided for annexation of the right-of-way in 2004. The annexed right-of-way width at the intersection was 150 feet wide. City standard requires 60 feet. Until this year, the intersection of Columbia Park Trail and Shockley Road was not improved. With completion of the Sundance Estates plat, Shockley Road was constructed in this right-of-way. Now that roadway and intersection improvements are complete, the excess right-of-way width is not needed.

Washington State law requires a public hearing to consider vacating a public street right-of-way. Staff recommends that on October 16, 2018, a public hearing be held to consider this matter. Approval of Resolution No. 126-18 will establish this hearing date.

**Fiscal Impact:**

None.

**Attachments:**

- I. Resolution No. 126-18



RESOLUTION NO. 126-18

A RESOLUTION of the City of Richland setting a public hearing date to receive public comments on the proposed vacation of a portion of Shockley Road.

WHEREAS, in 1954, the Badger Heights subdivision dedicated a public street right-of-way connecting to the south side of what is now Columbia Park Trail; and

WHEREAS, the connecting right-of-way is now designated as Shockley Road by City plans; and

WHEREAS, in 1991, Benton County Resolution No. 91-026 resulted in vacation of 125 feet of the 200-foot width of Columbia Park Trail on the segment of Columbia Park Trail at the Shockley Road intersection; and

WHEREAS, Benton County Resolution No. 91-026 retained 150 feet as the width for the connection with Shockley Road; and

WHEREAS, in 2004, Ordinance No. 42-04 provided for annexation of approximately 9.4 acres along the south side of Columbia Park Trail; and

WHEREAS, until this year, the intersection of Columbia Park Trail and Shockley Road was not improved; and

WHEREAS, the Columbia Park Trail intersection with Shockley Road has been constructed to City standards requiring a right-of-way width of 60 feet; and

WHEREAS, Donna Busche and James Giesa purchased the property at the southeast corner of Shockley Road and Columbia Park Trail with a street address of 315 Columbia Park Trail; and

WHEREAS, Donna Busche and James Giesa have formally requested vacation of the portion of right-of-way that parallels Shockley Road; and

WHEREAS, this portion of the Shockley Road right-of-way is surplus of the City's needs; and

WHEREAS, state law requires that a public hearing be held to allow public consideration of this proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a public hearing date is set for **Tuesday, October 16, 2018** on or after **7:30 p.m.** in Richland City Hall Council Chambers, 505 Swift Boulevard, Richland, Washington, to receive public comments regarding the proposed vacation of a portion of Shockley Road right-of-way at the intersection of Columbia Park Trail.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

**Subject:**

Resolution No. 128-18, Approving a Purchase and Sale Agreement with Coleman Oil

**Department:**

Community Development Services

**Ordinance/Resolution Number:**

128-18

**Document Type:**

Resolution

**Recommended Motion:**

Adopt Resolution No. 128-18, authorizing the City Manager to sign and execute a purchase and sale agreement with Coleman Oil.

**Summary:**

Coleman Oil is proposing to purchase 7.83-acres in the Horn Rapids Business Center, consisting of three lots: two (2) 1.00-acre lots along the north side of Robertson Drive, and an adjacent 5.83-acre lot to the north along Logan Street. The property acquisition is for development of a commercial fueling facility.

The facility will be comprised of two (2) paved fueling islands, approximately 15,000 square feet each, with ancillary buildings and an electronic control room. Coleman Oil's goal is to have the facility operational by the end of 2018. Future expansion plans of the properties include truck parking/overnight storage, convenience store, truck repair/washing facilities.

The purchase price is \$1.50 per square foot for the two (2) 1.00-acre lots along Robertson Drive, and \$1.25 per square foot for the 5.83-acre lot along Logan Street, amounting to estimated gross proceeds of \$448,123. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September, 2013. The City will retain a repurchase right if building plans are not submitted to the City within eight (8) months of closing, or if construction of the facility does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its August 27, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 128-18.

**Fiscal Impact:**

The purchase price is \$1.50 per square foot for the two (2) 1.00-acre lots along Robertson Drive, and \$1.25 per square foot for the 5.83-acre lot along Logan Street. Estimated gross proceeds total \$448,123. 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): \$15,007.30

-Water Fund (\$0.079 per square foot): \$26,944.93

-Sewer Fund (\$0.029 per square foot): \$9,891.18

The remainder will go into the Industrial Development Fund.

**Attachments:**

1. Resolution No. 128-18
2. Purchase and Sale Agreement - Coleman Oil
3. February 26, 2018 - Horn Rapids Letter of Intent - Coleman Oil
4. Site Map





RESOLUTION NO. 128-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Coleman Services VIII, LLC.

WHEREAS, the City of Richland is the owner of 7.83 acres of City-owned surplus property that includes two (2) 1-acre lots described as Parcels C and D of Record Survey No. 4756 located along the north side of Robertson Drive, and an adjacent 5.83-acre parcel located along the south side of Logan Street, both within the Horn Rapids Business Center; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code (RMC), 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, adopted by City Council on September 17, 2013, the two (2) 1-acre lots along Robertson Drive are available for sale at \$1.50 per square foot, and the 5.83-acre lot along Logan Street is available for sale at \$1.25 per square foot, amounting to a total sale price of \$448,123; and

WHEREAS, Coleman Service VIII, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its August 27, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 7.83 acres of City-owned surplus property in the Horn Rapids Business Center to Coleman Services VIII, LLC for the total sale price of \$448,123.

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 and all related documents necessary to sell the property described herein to Coleman Services VIII, LLC for the total sale price of \$448,123.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

*Re: Horn Rapids Industrial Park Property – 2504/2514 Robertson Drive and Logan Street*

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 **COLEMAN SERVICES VIII, LLC**, a Washington limited liability company (“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 in the Horn Rapids Business Center, City of Richland, Benton County, Washington which is legally described 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 Four Hundred Forty-Eight Thousand One Hundred Twenty-Three dollars and no cents (\$448,123) (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 ninety (90) 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 as a commercial fueling 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 a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the 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:** Coleman Services VIII, LLC  
Attn: Robert Coleman, Jr.  
335 Mill Road  
Lewiston, Idaho 83501  
Phone: (208) 799-2000

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 commercial fueling 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 Four Hundred Forty-Eight Thousand One Hundred Twenty-Three dollars and no cents (\$448,123.00) (the "Purchase Price") 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 eighteen (18) 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**

**COLEMAN SERVICES VIII, LLC –  
PURCHASER**

\_\_\_\_\_  
By: Cynthia D. Reents  
Its: City Manager

\_\_\_\_\_  
By: Robert S. Coleman, Jr.  
Its: Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Heather Kintzley, City Attorney

**Exhibit A**  
**Legal Description**

**PARCEL A**

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 AND A PORTION LYING OUTSIDE THE LIMITS OF SAID SURVEY 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; THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET TO THE NORTHEASTERLY CORNER OF PARCEL "C" AS DEPICTED ON RECORD OF SURVEY 4756 AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4756, UNDER AUDITOR'S FILE NUMBER 2016-019344, RECORDS OF BENTON COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 769.07 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF LOGAN STREET EXTENSION (FUTURE) AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE RIGHT-OF-WAY THEREOF AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°25'16" HAVING A RADIUS OF 1040.10 FEET, AN ARC LENGTH OF 443.32 FEET A CHORD BEARING NORTH 82°16'30" WEST AND A CHORD DISTANCE OF 439.97 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 35°06'32" WEST FOR A DISTANCE OF 566.71 FEET TO THE NORTHWESTERLY CORNER OF PARCEL "D" OF SAID RECORD OF SURVEY 4756; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 390.67 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "C" AND THE TRUE POINT OF BEGINNING.

CONTAINS ~5.83 ACRES

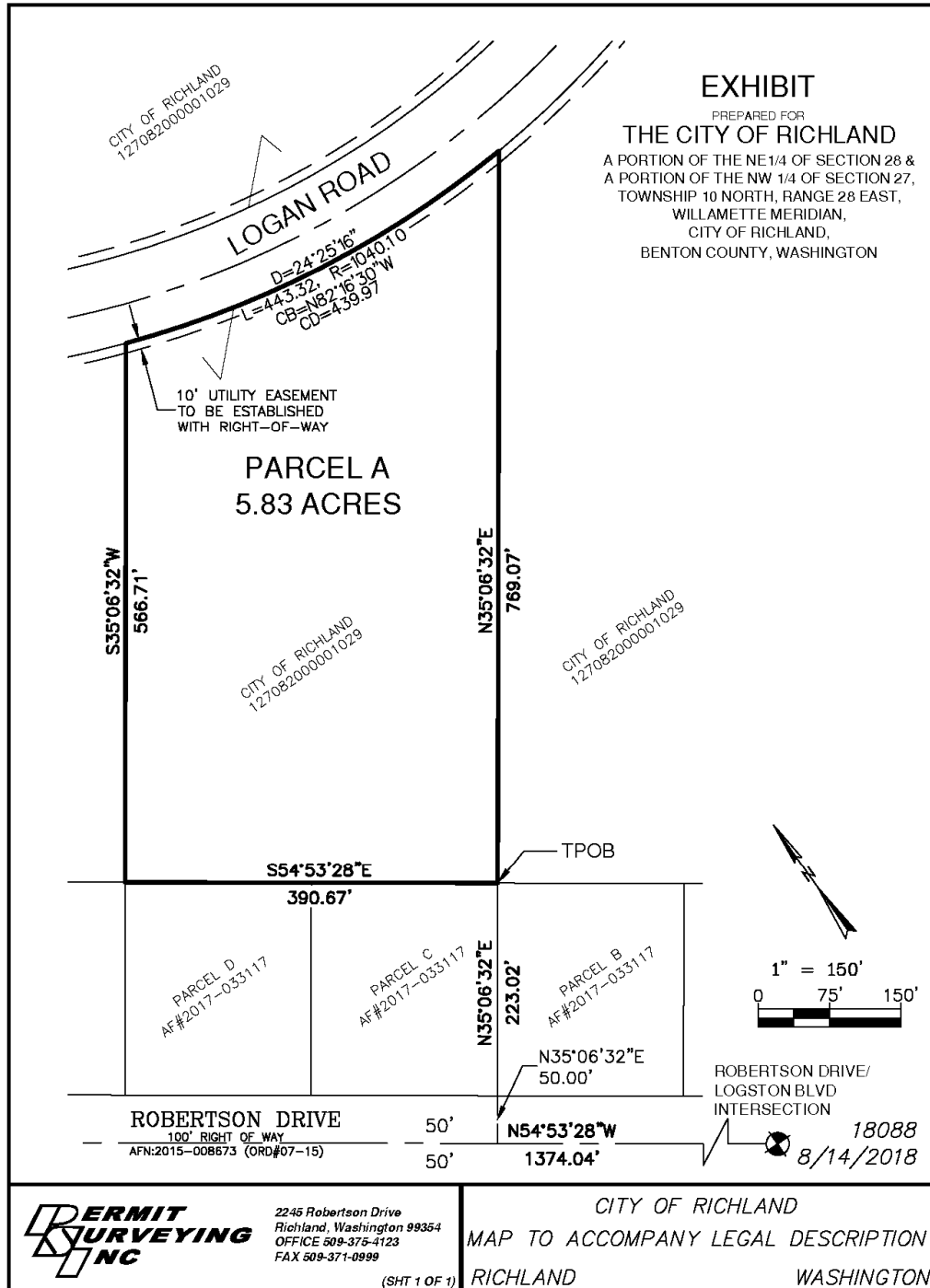
PARCEL C and PARCEL D, RECORD SURVEY NO. 4756

TOGETHER WITH PARCEL C AND PARCEL D AS DEPICTED ON RECORD OF SURVEY NO. 4756 AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4756, UNDER AUDITOR'S FILE NUMBER 2016-019344, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS ~2.00 ACRES

# Exhibit B Survey Map

## PARCEL "A"



[illegible]



RECORD OF SURVEY NO. ~~4756~~

ENDING A PORTION OF THAT RECORD OF SURVEY FOR  
SINGING SITE PLAN--VOLUME 1 OF SURVEYS, PAGE 2024  
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4.

DANCE 28 EAST, WILLAMETTE MESSEAN,  
 CITY OF RICHLAND, BENSON COUNTY, WASHINGTON.

## PARCEL, ILLEGAL DESCRIPTION

[illegible][illegible]

## PARCEL, J. LEGAL DESCRIPTION

[illegible][illegible]

**AUTHOR'S DISCLOSURE**

FILED FOR RECORDING THIS 27<sup>th</sup> DAY OF JULY 2018 A.D. AT 5:50 P.M.  
AND RECORDED IN VOLUME 50 OF SHERIFF'S SALE 1936 OF THE RECORD OF  
CHATHAM COUNTY, GEORGIA  
WITNESSE MY HAND AND SEAL OF OFFICE  
AT THE CITY OF ATLANTA, GEORGIA  
THIS 27<sup>th</sup> DAY OF JULY 2018  
CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA

## SUBJECT'S CONTACT:

only those in the first 1000 are included in the analysis. The 1000th observation is the last observation in the first 1000 observations in the sample. The 1000th observation is the last observation in the first 1000 observations in the sample.



29-677

**CITY OF RICHLAND**  
**ROBERTSON DRIVE EXTENSION**

**MOL/2005/57/M**

**ARCHITECT**

2243 Robertson Drive  
Richland, Washington 99304  
OFFICE 509-379-4123  
FAX 509-371-0999



**PERMIT  
SURVEYING  
INC.**

14037

[illegible]

1



February 22, 2018

City of Richland  
Darin Arrasmith  
Office of Economic Development  
505 Swift Blvd, MS-19  
Richland, WA 99352

RE: Horn Rapids Business Center – Letter of Intent to Purchase Lots

Dear Mr. Arrasmith:

Thank you for providing me with the details as to the lots in the Horn Rapids Business Center area. Coleman Oil is interested in purchasing three (3) lots included in this area from the City of Richland and at the prices per acre you quoted to Doug Roberts via email on January 19, 2018. For your reference and to be clear as to which lots we are interested in, I have attached a satellite map with the 3 lots highlighted and also a copy of the survey map dated May 19, 2016 that you provided to me. The lots we are interested in are:

- Lot 1 on the satellite map, which you indicated is approximately 6 acres, at \$1.25 per square foot based on the actual size after survey.
- Lot 2 on the satellite map, shown as a 1 acre lot Parcel D on survey map, at \$1.50 per square foot (43,560 square feet per acre) for a total of \$65,340.
- Lot 3, on the satellite map, shown as a 1 acre lot, Parcel C on the survey map, at \$1.50 per square foot (43,560 square feet per acre) for a total of \$65,340.

It is my understanding that the larger lot will be surveyed as a part of a short plat process in the near future. Please notify me to let me know when you anticipate having the survey/short plat process completed. Once we have legal descriptions for all 3 lots, we can put together a binding purchase agreement.

Sincerely,

Kathie Otte, Executive Assistant  
CC: Bob Coleman, Doug Roberts, Jim Cach  
Attachments: (2)



Drainage pipe by green elevation marker at this corner.

Fire hydrant about  
30' from this corner

Corner of lot stair  
290' from center  
access road.

Lot 1 is 440' wide  
with 489' of frontage

Lot 4

Lot 2  
195' wide

Lot 3  
195' wide



**PERMIT  
SURVEYING  
INC**

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

DATE: 5/19/16

SCALE 1"=

Column RT:

APPROVED BY: CCA

14037

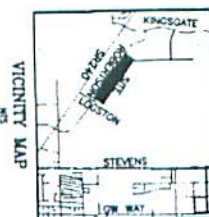
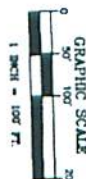
FITCHLAND

WASHINGTON

CITY OF RICHLAND  
ROBERTSON DRIVE EXTENSION

SHEET 1 OF 2

RECORD OF SURVEY NO. 4156  
AMENDING A PORTION OF THAT RECORD OF SURVEY FOR  
BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 20566  
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4,  
SECTION 28, TOWNSHIP 10 NORTH,  
RANGE 26 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



VICINITY MAP

CITY OF RICHMOND  
1-2706-200-0001-02  
PARENT PAGE

### MONUMENT NOTES

- [1] POLYD 2.5" BRASS CAP IN MOUNTING CASE

### **SURVEYOR'S NOTES**

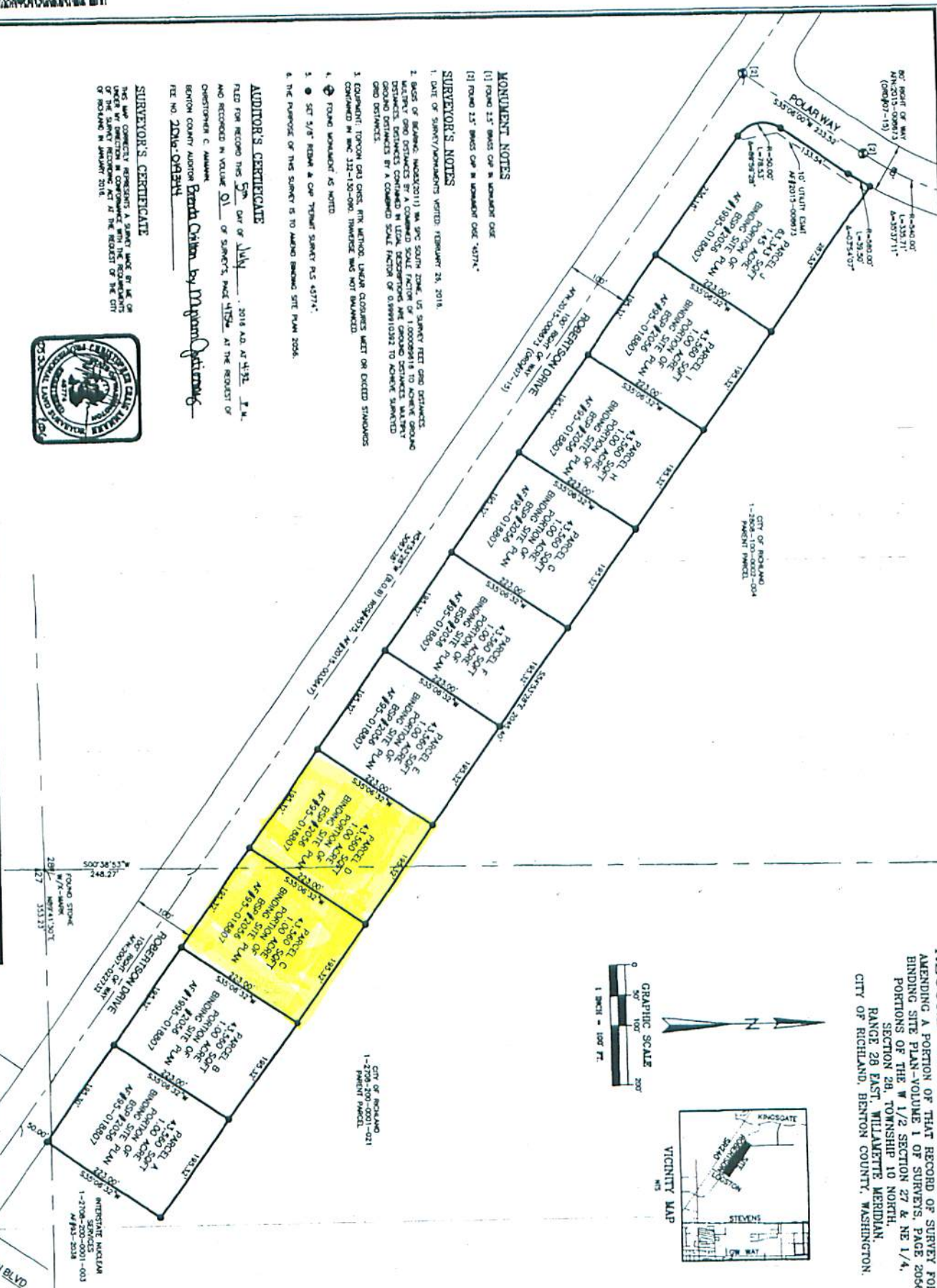
1. DATE OF SURVEY/ORDINANCES DATED FEBRUARY 26TH, 1978.
2. BASIS OF MEASUREMENTS: MAGNETICALLY BALANCED SOLID STATE, US. SURVEY FEET AND DISTANCES.
3. MATH: POLAR COORDINATE TO DEGREE CONVERSION FACTOR OF 1.00000596115 TO ADJUST FOR LOCAL DISTORTIONS IN LOCAL COORDINATES AND ROUNDING OFF OF ANGLES AND DISTANCES BY A COMPOUND SCALE FACTOR OF 0.999910392 TO ADJUST SPHERICAL GRID DISTANCES.
4. EQUIPMENT: TOPCON GUN CONTROL, MIN. METHOD: LINEAR CALCULATIONS BASED ON EXISTED STANDARDS CONTAINED IN NAD-22-73-0-000; FINISHED AND NOT BALANCED.
5. FOUND WORKMANSHIP AS NOTED.
6. SET 5/8" REBAR AT CAP TOWARD SURVEY PLUS 49.7%.
7. THE PURPOSE OF THIS SURVEY IS TO ADDON BRANCH SITE PLAN 2006.

**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 SURVEYS, PAGE 4752 AT THE REQUEST OF  
CHRISTOPHER C. AUSTINE  
BENTON COUNTY AUDITOR Brenda Chilton by Maynard Johnson  
TX NO. 2016-01834

### 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 PORTLAND IN JANUARY 2016.





RANGE 28 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

FILED FOR RECORDING THIS 27<sup>th</sup> DAY OF July, 2018 A.D. AT 4:58: P.  
AND RECORDED IN VOLUME 01 OF SHERIFF'S PAGE 47582 AT THE PROCLERK OF  
CHIEF CLERK C. J. JAMESON,  
BUTLER COUNTY SHERIFF  
Grand Citation by Mylann *DeJesus*  
FILE NO. 2018-CR-34 \_\_\_\_\_  
Deputy

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2245 Robertson Drive  
Richland, Washington 9935  
OFFICE 509-375-4123  
FAX 509-371-0909

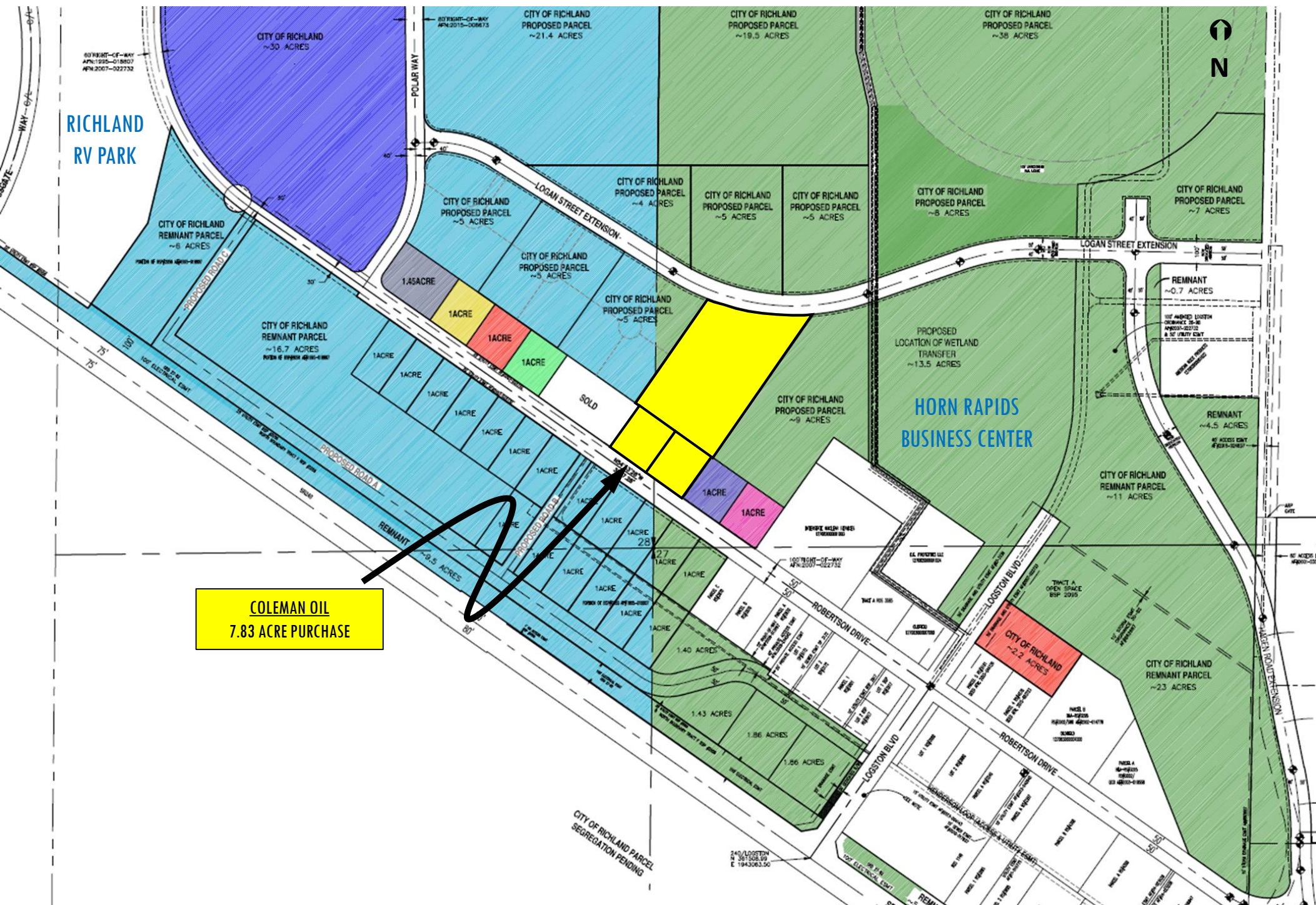
CITY OF RICHMOND

7

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## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

**Subject:**

Resolution No. 129-18, Authorizing a Change Order to Contract No. 109-18 for the Queensgate Drive and Columbia Park Trail Improvements Project

Department:  
Public Works

Ordinance/Resolution Number:  
129-18

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 129-18, authorizing the City Manager to sign and execute a change order to Contract No. 109-18 in an amount up to \$450,000 for additional work performed to install sewer main line.

**Summary:**

Council awarded the Queensgate Drive/Columbia Park Trail Improvements Project to Culbert Construction at its March 20, 2018 meeting. The project work included replacement of a length of sewer pipeline to obtain additional capacity.

At the onset of sewer installation, the contractor encountered high groundwater conditions that required additional labor, equipment and materials to complete the installation to the City's standards. Staff determined that continuing with the sewer work in spite of the additional effort and expense was prudent prior to the completion of the new road improvements associated with this project. Completing the sewer work at a later date would have added significantly more expense and an additional inconvenience to the travelling public. Provisions in the City's standard contract provide a method, Force Account project management, for equitably addressing this type of circumstance. Staff and the City's contractor moved the project forward using the Force Account method.

Staff analysis of the total costs for this additional work is nearly complete. The accumulated change order costs exceed the authority granted by the City Council in its contract award resolution. To enable timely contract closeout and payment, staff recommends an increase in the change order authority for this project.

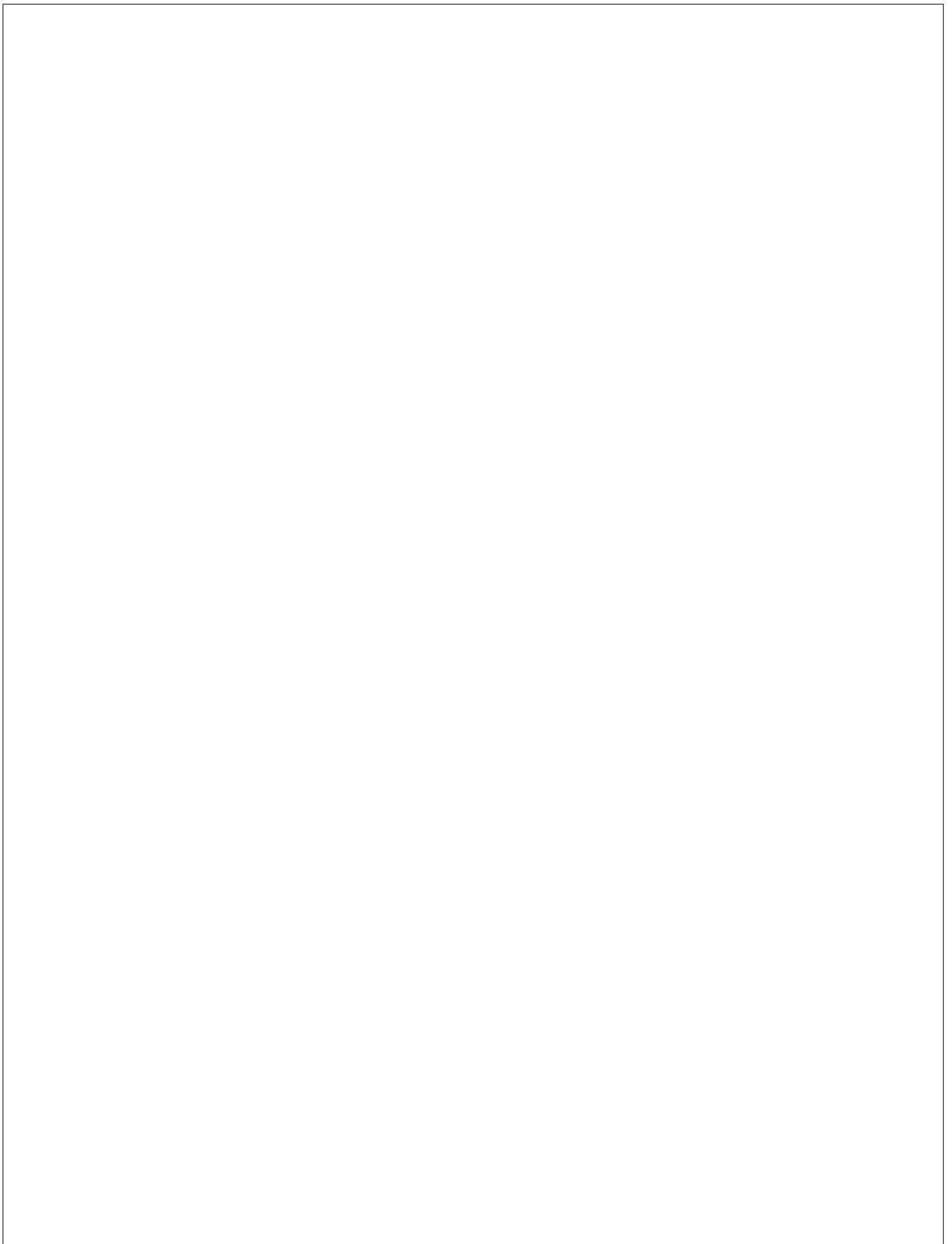
Besides the sewer installation, the project will also require a change order to complete the art installation. At the time of contract award, the design of art was not yet mature, and a specific scope of work could not be defined for the project bid documents. Staff is negotiating the scope and budget for installing the art pieces for presentation to the City Manager once negotiations are complete. Staff is including an estimate of these costs in the new change order authority amount. Staff recommends approval of this Resolution No. 129-18 to enable efficient completion of this project.

**Fiscal Impact:**

Resolution No. 48-18 awarded the construction contract and established authority for change orders up to \$200,000. Resolution No. 129-18 would increase the change order authority by \$250,000 for a total contract cost of \$450,000. The roadway and water budgets are adequate, without increase, to complete the project. An additional \$250,000 is needed from the sewer fund. There is currently \$2,856,744 available in the Sewer Fund Collection System Renewal & Replacement budget. \$250,000 from this budget will be administratively allocated to the Queensgate Drive/Columbia Park Trail Improvements budget.

**Attachments:**

I. Resolution No. 129-18





## RESOLUTION NO. 129-18

A RESOLUTION of the City of Richland authorizing a change order to Contract No. 109-18 with Culbert Construction, Inc. for the Queensgate Drive/Columbia Park Trail Improvements Project.

WHEREAS, the 2018-2023 Capital Improvement Plan (CIP) includes a project titled Queensgate Drive/Columbia Park Trail Improvements; and

WHEREAS, by adoption of Resolution No. 48-18, City Council awarded the Queensgate Drive/Columbia Park Trail Improvements project to Culbert Construction, Inc. ("Culbert") at its March 20, 2018 regular meeting; and

WHEREAS, the construction impacts of high groundwater were not identified in the original design documents; and

WHEREAS, when presented with the unanticipated challenges associated with groundwater, Culbert was directed to work through the groundwater-related issues, utilizing force account specifications as the basis for calculating compensation of said work; and

WHEREAS, the City's approach to the changed work conditions was in the City's best interest as it allowed the necessary work to continue in a timely manner and provided fair compensation for Culbert; and

WHEREAS, a mature design for the public art elements of the project did not exist at the time the contract was awarded; and

WHEREAS, without a mature public art design, the construction contract did not contain scope for Culbert to install the art; and

WHEREAS, a validated estimate of the cost to set the art pieces has been obtained from Culbert; and

WHEREAS, the costs related to the additional work exceeds the change order authority provided in Resolution No. 48-18; and

WHEREAS, the construction contract will require a change order to increase the contract amount for work associated with setting the public art; and

WHEREAS, the project budget for street improvements, including the public art, is adequate to fund the requested change order; and

WHEREAS, the project budget for utility system improvements has been amended administratively to support the additional utility costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute change orders to Contract No. 109-18 up to the amount of \$450,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

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**Subject:**

Resolution No. 130-18, Setting a Public Hearing Date to Consider the Lorayne J Annexation

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**Department:**

Community Development Services

**Ordinance/Resolution Number:**

130-18

**Document Type:**

Resolution

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**Recommended Motion:**

Adopt Resolution No. 130-18, setting the date of October 2, 2018 for a Public Hearing to consider the Lorayne J annexation.

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**Summary:**

Owners of property in the Lorayne J neighborhood, comprised of approximately 67 acres located south and west of Lorayne J Boulevard and west of Leslie Road, have requested annexation into the City. On October 3, 2017, Council authorized the process to proceed through the adoption of Resolution No. 183-17.

Since then, the annexation has been reviewed by the Planning Commission and the Benton County Boundary Review Board. The next and final step in the process is for Council to schedule and hold a public hearing to formally consider the annexation request.

Resolution No. 130-18 will establish a public hearing date of October 2, 2018, which is Council's next regular meeting.

Staff recommends approval of Resolution No. 130-18.

---

**Fiscal Impact:**

Annexation will have fiscal impacts to the City. At the time of the public hearing staff will provide a fiscal analysis for the proposed annexation.

---

**Attachments:**

1. Resolution No. 130-18
2. Vicinity Map

RESOLUTION NO. 130-18

A RESOLUTION of the City of Richland setting a date for a public hearing to consider the proposed annexation of approximately 67 acres located south and west of Lorayne J Boulevard and west of Leslie Road.

WHEREAS, a petition for annexation to the City of Richland has been received from owners representing more than sixty percent (60%) of valuation for the annexation of described properties, attached hereto as **Exhibit A**; and

WHEREAS, RCW 35.13.130 sets forth requirements that an annexation petition must be signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned; and

WHEREAS, such petition was duly certified by the Benton County Auditor on August 29, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the next regularly scheduled City Council meeting, to be held on **October 2, 2018 at 7:30 p.m.** is hereby established as the date on which Richland City Council will conduct a public hearing to consider the annexation petition.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney



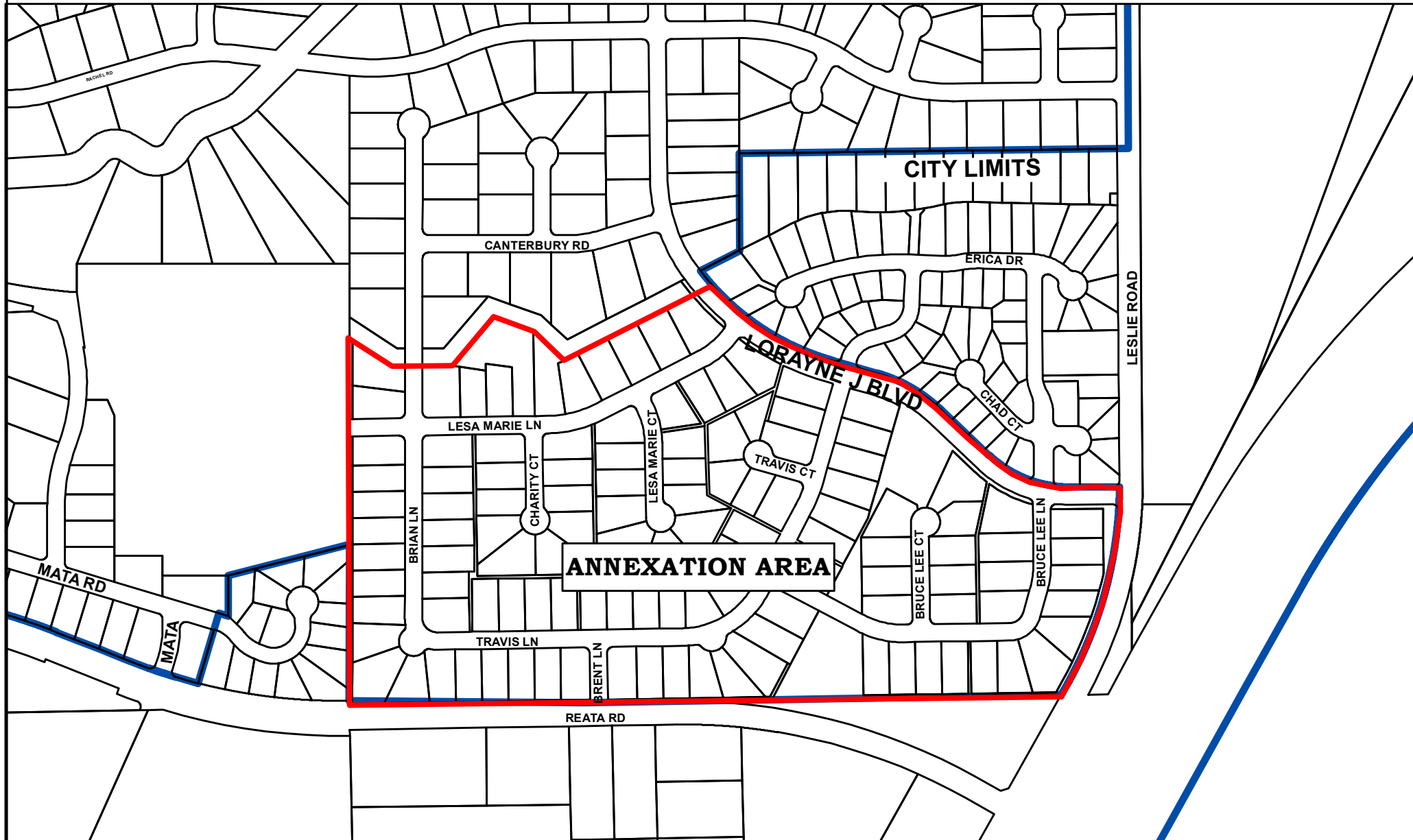
## **Exhibit A**

|                 |                     |                 |                |
|-----------------|---------------------|-----------------|----------------|
| 102884020002001 | 104 Lesa Marie Ln   | 102884030001001 | 3002 Brian Ln  |
| 102884020002002 | 106 Lesa Marie Lane | 102884030001002 | 3016 Brian Ln  |
| 102884020002003 | 112 Lesa Marie Ln   | 102884030001003 | 3012 Brian Ln  |
| 102884020002004 | 116 Lesa Marie Ln   | 102884030001004 | 3018 Brian Ln  |
| 102884020002005 | 120 Lesa Marie Ln   | 102884030001005 | 3024 Brian Ln  |
| 102884020002007 | 128 Lesa Marie Ln   | 102884030001006 | 3030 Brian Ln  |
| 102884020002008 | 132 Lesa Marie Ln   | 102884030001007 | 202 Travis Ln  |
| 102884020002009 | 136 Lesa Marie Ln   | 102884030001008 | 196 Travis Ln  |
| 102884020002011 | 124 Lesa Marie Ln   | 102884030001009 | 192 Travis Ln  |
| 102884020002012 | 126 Lesa Marie Ln   | 102884030001010 | 188 Travis Ln  |
| 102884020003001 | 3021 Lorayne J Blvd | 102884030001011 | 182 Travis Ln  |
| 102884020003002 | 109 Lesa Marie Ln   | 102884030001012 | 178 Travis Ln  |
| 102884020003003 | 2707 Katie Rd       | 102884030001013 | 174 Travis Ln  |
| 102884020003004 | 3002 Lesa Marie Ct  | 102884030001014 | 170 Travis Ln  |
| 102884020003005 | 3008 Lesa Marie Ct  | 102884030001015 | 162 Travis Ln  |
| 102884020003006 | 3014 Lesa Marie Ct  | 102884030001016 | 156 Travis Ln  |
| 102884020003007 | 3018 Lesa Marie Ct  | 102884030002001 | 3003 Brian Ln  |
| 102884020003008 | 3026 Lesa Marie Ct  | 102884030002002 | 3007 Brian Ln  |
| 102884020003009 | 3041 Lesa Marie Ct  | 102884030002003 | 3013 Brian Ln  |
| 102884020003010 | 3035 Lesa Marie Ct  | 102884030002004 | 3017 Brian Ln  |
| 102884020003011 | 3027 Lesa Marie Ct  | 102884030002005 | 3023 Brian Ln  |
| 102884020003012 | 3019 Lesa Marie Ct  | 102884030002006 | 3035 Brian Ln  |
| 102884020003013 | 3011 Lesa Marie Ct  | 102884030002007 | 3041 Brian Ln  |
| 102884020003014 | 3003 Lesa Marie Ct  | 102884030002008 | 3049 Brian Ln  |
| 102884020004001 | 125 Lesa Marie Ln   | 102884030002009 | 199 Travis Ln  |
| 102884020004002 | 3018 Charity        | 102884030002010 | 197 Travis Ln  |
| 102884020004003 | 3024 Charity        | 102884030002011 | 195 Travis Ln  |
| 102884020004004 | 3030 Charity        | 102884030002012 | 193 Travis Ln  |
| 102884020004005 | 3039 Charity        | 102884030002013 | 189 Travis Ln  |
| 102884020004006 | 3041 Charity        | 102884030002014 | 185 Travis Ln  |
| 102884020004007 | 3033 Charity        | 102884030002015 | 181 Travis Ln  |
| 102884020004008 | 3025 Charity        | 102884030002016 | 177 Travis Ln  |
| 102884020004009 | 3017 Charity        | 102884030003001 | 3002 Brent Ln  |
| 102884020004010 | 3011 Charity        | 102884030003002 | 169 Travis Ln  |
| 102884020005001 | 198 Lesa Marie Lane | 102884030003003 | 165 Travis Ln  |
| 102884020006000 | 2995 Brian Ln       | 102884030003004 | 161 Travis Ln  |
| 102884020008000 | 3009 Lorayne J Blvd | 102884030003005 | 157 Travis Ln  |
| 102884020011000 | 123 Lesa Marie      | 102884030003006 | 153 Travis Ln  |
| 102884020015000 | 2997 Brian Ln       | 102884030005000 | 199 Lesa Marie |

|                 |                     |                 |                     |
|-----------------|---------------------|-----------------|---------------------|
| 102884030006000 | 3004 Brent          | 102884050001004 | 3028 Bruce Lee Ln   |
| 102884040001001 | 3027 Lorayne J Blvd | 102884050001005 | 3036 Bruce Lee Ln   |
| 102884040001002 | 111 Travis Ln       | 102884050001006 | 3044 Bruce Lee Ln   |
| 102884040001003 | 117 Travis Ln       | 102884050001007 | 3050 Bruce Lee Ln   |
| 102884040001004 | 125 Travis Ln       | 102884050001008 | 3058 Bruce Lee Ln   |
| 102884040001005 | 133 Travis Ln       | 102884050001009 | 3066 Bruce Lee Ln   |
| 102884040001006 | 137 Travis Ln       | 102884050001010 | 3074 Bruce Lee Ln   |
| 102884040001007 | 141 Travis Ln       | 102884050001011 | 3082 Bruce Lee Ln   |
| 102884040002001 | 145 Travis Ln       | 102884050001012 | 3088 Bruce Lee Ln   |
| 102884040002002 | 149 Travis Ln       | 102884050001013 | 3094 Bruce Lee Ln   |
| 102884040003001 | 3015 Lorayne J Blvd | 102884050002001 | 3001 Bruce Lee Ln   |
| 102884040003002 | 112 Travis Ln       | 102884050002002 | 3013 Bruce Lee Ln   |
| 102884040003003 | 109 Travis Ct       | 102884050002003 | 3019 Bruce Lee Ln   |
| 102884040003004 | 117 Travis Ct       | 102884050002004 | 3027 Bruce Lee      |
| 102884040003005 | 124 Travis Ct       | 102884050002005 | 3071 Bruce Lee Ln   |
| 102884040003006 | 120 Travis Ct       | 102884050002006 | 3072 Bruce Lee Ct   |
| 102884040003007 | 116 Travis Ct       | 102884050002007 | 3060 Bruce Lee Ct   |
| 102884040003008 | 112 Travis Ct       | 102884050002008 | 3048 Bruce Lee Ct   |
| 102884040003009 | 140 Travis Ln       | 102884050002009 | 3036 Bruce Lee Ct   |
| 102884040003010 | 144 Travis Ln       | 102884050002010 | 3033 Lorayne J Blvd |
| 102884040003011 | 148 Travis Ln       | 102884050002011 | 3049 Bruce Lee Ct   |
| 102884050001001 | 3006 Bruce Lee Ln   | 102884050002012 | 3061 Bruce Lee Ct   |
| 102884050001002 | 3014 Bruce Lee Ln   | 102884050002013 | 3073 Bruce Lee Ct   |
| 102884050001003 | 3020 Bruce Lee Ln   | 102884050002014 | 3085 Bruce Lee Ln   |

# Vicinity Map

Item: Lorayne J Annexation  
File #'s: A2017-101





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 5 - Maximize Community Amenities

**Subject:**

Resolution No. 131-18, Approving a Purchase and Sale Agreement with Washington Securities & Investment Corporation

**Department:**

Community Development Services

**Ordinance/Resolution Number:**

131-18

**Document Type:**

Resolution

**Recommended Motion:**

Adopt Resolution No. 131-18, authorizing the City Manager to sign and execute a purchase and sale agreement and all necessary documents to sell 0.44 acres of City-owned surplus property to Washington Securities & Investment Corporation.

**Summary:**

Washington Securities & Investment Corporation (WSIC) is proposing to purchase 0.44 acres of surplus city land. WSIC's intent is to add the 0.44 acres of city property to adjacent property already owned by WSIC, and to develop the entire combined parcel for commercial uses. Compensation for the land sale will be in the form of the cash value of improvements upon the City-owned Keene Road Trail Park in the vicinity of the proposed WSIC development. The improvements consist of landscaping and concrete pedestrian access areas to be maintained by WSIC into perpetuity.

The Parks and Recreation Commission and the Economic Development Committee have reviewed this proposal, and both recommend approval. Staff also recommends approval.

**Fiscal Impact:**

WSIC agrees to construct public improvements and enter into a license and maintenance agreement to maintain those improvements into perpetuity. No cash will be received related to this transaction.

**Attachments:**

1. Resolution No. 131-18
2. Draft Purchase and Sale Agreement - WSIC



RESOLUTION NO. 131-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Washington Securities & Investment Corporation.

WHEREAS, the City of Richland is the owner of 0.44 acres of City-owned surplus property located adjacent to Keene Road, west of Queensgate Drive; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code (RMC), 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 surplus property is available for sale; and

WHEREAS, Washington Securities & Investment Corporation (the "Purchaser"), the fee owner of the property immediately adjacent to the subject 0.44 acres, has offered to purchase the surplus property from the City; and

WHEREAS, the value of the 0.44 acres is identified as \$89,315.42 (\$4.66/per square foot), which is equal to the Benton County assessed value of adjacent property at 2290 Keene Road; and

WHEREAS, City has agreed to credit toward the purchase price the Purchaser's cost to fill and grade the site to render the property developable. This credit results in an adjusted purchase price of \$41,115.42; and

WHEREAS, pursuant to Resolution No. 132-18, Purchaser will enter into a License and Maintenance Agreement obligating Purchaser to complete and maintain, into perpetuity, off-site pedestrian and landscape improvements for the benefit of the public. Said improvements are valued at no less than \$41,115.42; and

WHEREAS, at its February 8, 2018 meeting, the Parks and Recreation Commission (PRC) favorably recommended the sale of 0.44 acres of City-owned surplus property to Washington Securities & Investment Corporation; and

WHEREAS, at its March 26, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of 0.44 acres of City-owned surplus property to Washington Securities & Investment Corporation.

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 and all other documents necessary to sell 0.44 acres of City-owned surplus property to Washington Securities & Investment Corporation as described herein.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

*Re: 2298 Keene Road*

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 **WASHINGTON SECURITIES & INVESTMENT CORPORATION**, a Washington for-profit corporation (“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 in the City of Richland, Benton County, Washington, which is legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated by reference (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 Purchase Price for the property is \$89,315.42 less \$48,000 which represents Purchaser’s cost to grade and fill the property to render it developable. The adjusted Purchase Price of \$41,115.42 shall be paid in the form of pedestrian and landscape improvements on adjoining City property and the cost of ongoing maintenance of said improvements into perpetuity. To secure Purchaser’s obligation to perform, Seller and Purchaser shall enter into a Construction & Maintenance Agreement (Richland Contract No. \_\_\_\_\_) and a Revocable License Agreement (Richland Contract No. \_\_\_\_\_) within five (5) business days of the Execution Date of this Agreement. Failure to execute said agreements as stated herein shall cause this Agreement to automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

2.1. Earnest Money Deposit. No earnest money deposit is required for this agreement.

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, the Revocable License Agreement, and the Construction & Maintenance Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve the Agreements identified herein, 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, Purchaser, 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 Seller.

(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 (if any) 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 combined through a Lot Consolidation with the adjacent property owned by Purchaser and be developed with a minimum of 6,000 square feet of commercial uses. 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.

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 a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all



loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the 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:** Washington Securities & Investment Corporation  
Attn: Gregory Markel  
8901 W. Tucannon Ave, Ste 110  
Kennewick, Washington 99336  
Phone: (509) 735-2255

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 the Property being combined through a Lot Consolidation with the adjacent property owned by Purchaser, and will be developed with a minimum of 6,000 square feet of commercial uses, 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.

(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.

(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, Purchaser’s actual costs, as of the date of Seller’s notice of intent to reclaim, spent in meeting Purchaser’s obligations under the Construction & Maintenance Agreement, up to but not exceeding \$41,115.42. Actual expenses must be supported by documentation acceptable to Seller.

(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) Upon repurchase, Purchaser shall pay cost all costs associated with the Lot Consolidation necessary to re-combine the Property with the Keene Road Trail property owned by Seller.

(g) 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.

(h) 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.

(i) 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**

**WASHINGTON SECURITIES &  
INVESTMENT CORPORATION –  
PURCHASER**

\_\_\_\_\_  
By: Cynthia D. Reents  
Its: City Manager

\_\_\_\_\_  
By: Gregory Markel  
Its: President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Heather Kintzley, City Attorney



**Exhibit A**  
Legal Description

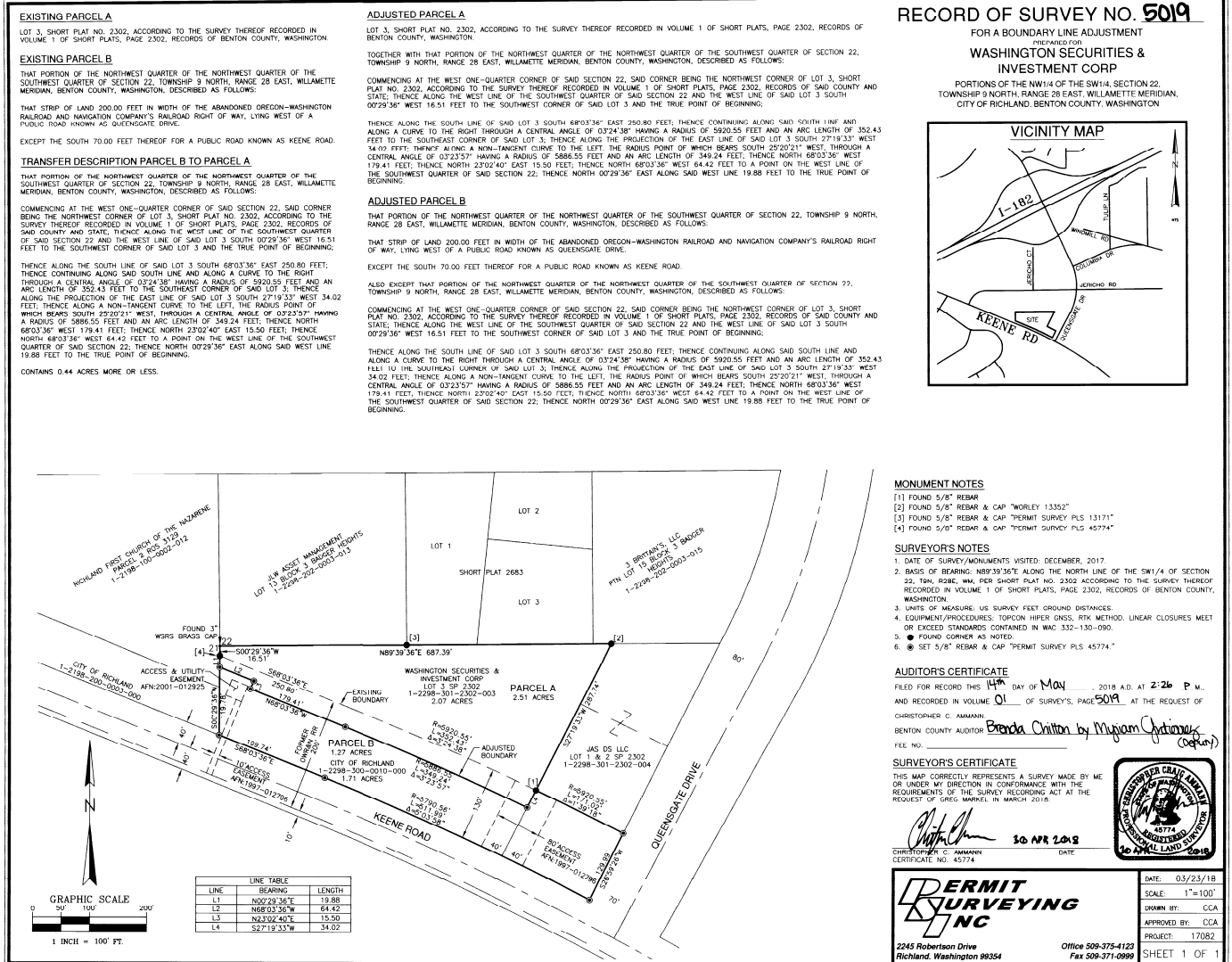
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 3, SHORT PLAT NO. 2302, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS OF SAID COUNTY AND STATE; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND THE WEST LINE OF SAID LOT 3 SOUTH  $00^{\circ}29'36''$  WEST 16.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID LOT 3 SOUTH  $68^{\circ}03'36''$  EAST 250.80 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $03^{\circ}24'38''$  HAVING A RADIUS OF 5920.55 FEET AND AN ARC LENGTH OF 352.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE PROJECTION OF THE EAST LINE OF SAID LOT 3 SOUTH  $27^{\circ}19'33''$  WEST 34.02 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH  $25^{\circ}20'21''$  WEST, THROUGH A CENTRAL ANGLE OF  $03^{\circ}23'57''$  HAVING A RADIUS OF 5886.55 FEET AND AN ARC LENGTH OF 349.24 FEET; THENCE NORTH  $68^{\circ}03'36''$  WEST 179.41 FEET; THENCE NORTH  $23^{\circ}02'40''$  EAST 15.50 FEET; THENCE NORTH  $68^{\circ}03'36''$  WEST 64.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH  $00^{\circ}29'36''$  EAST ALONG SAID WEST LINE 19.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.44 ACRES MORE OR LESS.

# Exhibit B Survey Map





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Economic Vitality

**Subject:**

Resolution No. 132-18, Authorizing a Revocable License Agreement and a Construction and Maintenance Agreement with Washington Securities & Investment Corporation for Use and Maintenance of a Portion of Keene Road Trail Park

**Department:**

Parks & Public Facilities

**Ordinance/Resolution Number:**

132-18

**Document Type:**

Resolution

**Recommended Motion:**

Adopt Resolution No. 132-18, authorizing the City Manager to sign and execute a revocable license and a construction and maintenance agreement with Washington Securities & Investment Corporation (WSIC) for use and maintenance of a portion of Keene Road Trail Park.

**Summary:**

Washington Securities & Investment Corporation (WSIC) is proposing to purchase 0.44 acres of surplus city land for the purpose of commercial development. Compensation for the land sale will be in the form of the cash value of improvements upon the City-owned Keene Road Trail Park in the vicinity of the proposed WSIC development. The improvements consist of landscaping and concrete pedestrian access areas to be maintained by WSIC into perpetuity.

A real estate license and a construction and maintenance agreement are necessary instruments to facilitate the improvements upon city land that are being used as compensation for the associated land sale contemplated under Resolution 131-18.

The Parks and Recreation Commission reviewed the transaction and recommends approval.

Staff recommends approval of Resolution No. 132-18.

**Fiscal Impact:**

WSIC agrees to construct public improvements and enter into a license and maintenance agreement to maintain those improvements into perpetuity in exchange for 0.44 acres of surplus city-owned property. No cash will be received related to the property transaction, although shifting long-term maintenance obligations on city-owned property to WSIC will result in a modest savings to the City.

**Attachments:**

1. Resolution No. 132-18
2. Draft Revocable License - Washington Securities & Investment Corporation
3. Draft Construction and Maintenance Agreement - Washington Securities & Investment Corporation

RESOLUTION NO. 132-18

A RESOLUTION of the City of Richland authorizing a revocable license agreement and a construction and maintenance agreement with Washington Securities & Investment Corporation.

WHEREAS, the City of Richland owns and operates Keene Road Trail Park located parallel to Keene Road; and

WHEREAS, a portion of Keene Road Trail Park is adjacent to commercial property located at 2290 Keene Road owned by Washington Securities & Investment Corporation (WSIC); and

WHEREAS, WSIC desires to develop 2290 Keene Road as a commercial shopping center; and

WHEREAS, a portion of Keene Road Trail Park will be used by WSIC as a vehicular driveway and pedestrian access onto 2290 Keene Road; and

WHEREAS, a portion of Keene Road Trail Park will be used by WSIC for frontage landscaping to enhance the aesthetics of Keene Road Trail Park in the vicinity of the proposed commercial shopping center located at 2290 Keene Road; and

WHEREAS, the value of the pedestrian access and frontage landscaping is partial consideration for the City's sale of 0.44 acres of City-owned surplus property to WSIC; and

WHEREAS, a revocable license agreement and a construction and maintenance agreement will allow for the use, construction and perpetual maintenance of the improvements by WSIC; and

WHEREAS, WSIC agrees to post in escrow the full value of the improvements referenced herein as security for performance under the construction and maintenance agreement.

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 revocable license agreement and a construction and maintenance agreement with Washington Securities & Investment Corporation to utilize a portion of Keene Road Trail Park as specified therein.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney



## **REVOCABLE LICENSE AGREEMENT**

### ***For a portion of Keene Road Trail Park***

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”) is made and entered into at Richland, Washington this \_\_\_\_ day of \_\_\_\_\_, 2018, (the “Effective Date”) by and between the **CITY OF RICHLAND**, a Washington municipal corporation located at 505 Swift Boulevard, Richland, WA 99352 (“**City**”), and **WASHINGTON SECURITIES & INVESTMENT CORPORATION**, a Washington for-profit corporation with service at 8901 West Tucannon Avenue, Suite 110, Kennewick, WA 99336 (“**Licensee**”).

### **I. RECITALS**

WHEREAS, City owns and operates a public park located in the County of Benton and State of Washington called Keene Road Trail Park; and

WHEREAS, portions of Keene Road Trail Park, to wit: See **Exhibit A**, attached hereto and incorporated herein by this reference (the “Premises”), are adjacent to property owned by WSIC; and

WHEREAS, the Premises is a public linear park improved with a multi-purpose paved trail within an otherwise unimproved natural open space area; and

WHEREAS, WSIC is planning a multi-tenant commercial business complex on privately owned land adjacent to the Premises; and

WHEREAS, WSIC desires to construct and utilize a vehicular driveway on the Premises to serve a multi-tenant commercial business complex; and

WHEREAS, WSIC desires to improve the Premises with landscaping to improve the aesthetics of a multi-tenant commercial business complex and the Keene Road and Queensgate area as a whole; and

WHEREAS, the desired improvements will provide benefit to the public by improving and enhancing Keene Road Trail Park; and

WHEREAS, concurrent with entering into this Agreement, the City entered into a Construction & Maintenance Agreement, Richland Contract No. \_\_\_\_\_ with Licensee wherein Licensee is allowed use and maintain a portion of City’s property to support its access requirements as more specifically set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, it is agreed by and between the City and Licensee as follows:

## II. AGREEMENT

1. Grant of Revocable License. City hereby grants to Licensee a revocable and non-exclusive personal privilege and permission ("License") to enter upon City's property identified on the attached **Exhibit A**, subject, however, to the terms, conditions and limitations of this Agreement and the Construction & Maintenance Agreement. Licensee's use of the Premises at all times hereunder shall be subordinate to any specific needs of City. The License herein granted shall be subject to all existing utility easements and City improvements, if any, located on, over or under the Premises.
2. Term. This Agreement and the License granted to Licensee hereunder shall commence as of the Effective Date of this Agreement and shall automatically renew annually, unless otherwise terminated as provided in Section 16, below.
3. Consideration. No fee is due to City for the term of this Agreement. The consideration for Licensee's License under this Agreement is Licensee's covenant to complete, at Licensee's sole expense, improvements and ongoing maintenance of the Premises as identified in the Construction & Maintenance Agreement as further described by **Exhibit B**, to wit: construction of a commercial driveway serving the multi-tenant commercial business complex from Keene Road; and installation and maintenance of landscaping on the Premises.
4. No Interest in Land. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the Premises. The City retains legal possession of the full boundaries of the Premises and this Agreement merely grants to the Licensee the personal privilege to enter upon the City's property throughout the term of this Agreement. Notwithstanding the expenditure of time, money or labor by the Licensee on any improvements which Licensee may install on the Premises pursuant to the Construction & Maintenance Agreement, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Licensee. Licensee shall expend any time, money or labor at Licensee's own risk and peril.
5. Limited Scope of License. The License granted to the Licensee is limited in scope to the following permitted use or uses: vehicular driveway access and maintenance, and landscape construction and maintenance as provided in the Construction & Maintenance Agreement. Licensee shall not have the right to expand the License or Licensee's use of the Premises or to alter or change the Licensee's use of the City's Property without the express authorization of the City, which may be given in City's sole discretion.
6. Use of Licensed Premises by Others. Licensee may permit Licensee's employees, business invitees, contractors, subcontractors, agents and others to use the portion of the Premises for which this Agreement has been executed.

7. Surrender of Property. Licensee agrees that upon termination of this Agreement, Licensee will quit and surrender the property to the City in as good a state and condition as when received by Licensee or as improved thereafter. Ownership of all improvements shall be as stated in the Construction & Maintenance Agreement.
8. Right to Inspect Property. Representatives of the City shall have the right to enter upon and inspect the property at any time during the term of this Agreement.
9. Status of Licensee. Licensee and the City understand and expressly agree that Licensee is a licensee as to the property and an independent contractor with regard to any and all activities conducted or performed pursuant to this Agreement. No officer, employee, volunteer, and/or agent of Licensee shall act on behalf of or represent him or herself as an agent or representative of the City. No officer, employee, volunteer, and/or agent of Licensee shall make any statement in the name of or on behalf of the City. Licensee assumes the entire responsibility for all activities conducted or performed by Licensee and any of Licensee's officers, employees, volunteers, and/or agents pursuant to this Agreement. Licensee and Licensee's officers, employees, volunteers, agents and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Licensee and the City.
10. Compliance with Law. Licensee shall conduct all activities under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.
11. Debts and Liens. Licensee shall not permit/allow any lien to attach to the property as a result of Licensee's activities conducted under this Agreement. Licensee shall not permit or allow any debt to be imposed on the City as a result of Licensee's activities conducted under this Agreement. In the event of any such lien and/or debt, Licensee shall, at Licensee's sole expense, immediately take all necessary steps to have the City legally released from said lien and/or debt.
12. Limitation of Damages. Under no circumstance shall City be liable for damages stemming from City's determination, for any reason whatsoever, to temporarily or permanently close any property owned by City, including but not limited to Keene Road Trail Park or any property owned by City that is adjacent to or otherwise impacts Licensee's property.
13. General Indemnification and Hold Harmless. Licensee agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any negligent or intentional act and/or omission of Licensee, his officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Licensee, including but not limited to any personal injury and/or property damage claim, demand, lawsuit or other proceeding brought by any one or



more of Licensee's officials, officers, employees, agents, and/or volunteers against the City. The provisions of this section shall survive the termination or expiration of this Agreement.

14. Liability Insurance.

- a. Insurance Term. Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with Licensee's use and maintenance of the Premises.
- b. No Limitation. Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Licensee shall obtain insurance of the types and coverage described below:
  - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. City shall be named as additional insured on Licensee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
  - ii. Property insurance shall be written on an all risk basis.
- d. Minimum Amounts of Insurance. Licensee shall maintain the following insurance limits:
  - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - ii. Property insurance shall be written covering the full value of Licensee's property and improvements with no coinsurance provisions.
- e. Other Insurance Provisions. Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Licensee's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage. Licensee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of Licensee.

- h. Waiver of Subrogation. Licensee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- i. Notice of Cancellation. Licensee shall provide City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- j. Failure to Maintain Insurance. Failure on the part of Licensee to maintain the insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to Licensee to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand.
- k. Full Availability of Licensee Limits. If Licensee maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Licensee, irrespective of whether such limits maintained by Licensee are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Licensee.

15. Environmental Compliance and Hazardous Material.

- a. The following definitions apply to Section 16 of this Agreement:
  - i. "Hazardous Materials" as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
  - ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or
  - iii. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or

hereafter amended.

- b. Licensee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above City property, except in accordance with all applicable laws.
- c. Licensee shall, at Licensee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting City's business, property, or any activity or condition on or about City's property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on City property, soil and groundwater, storm water discharges, or the air in and around City property, as well as such rules as may be formulated by the City ("the Laws"). Licensee warrants that its business and all activities to be conducted or performed in, on, or about City property shall comply with all the Laws. Licensee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.
- d. Licensee shall not cause or permit to occur any violation of the Laws on, under, or about CITY property, or arising from contractor's use or occupancy of City property, including, but not limited to, soil and water conditions.
- e. Licensee shall promptly notify City and provide all information regarding any activity of Licensee related to Hazardous Materials on or about City property that is requested by the City. If Licensee fails to fulfill any duty imposed under this section within a reasonable time, City may do so at the cost of Licensee; and in such case, Licensee shall cooperate with City in order to prepare all documents City deems necessary or appropriate to determine the applicability of the Laws to City property and Licensee's use thereof, and for all compliance therewith, and Licensee shall execute all documents promptly upon City's request. No such action by City and no attempt made by City to mitigate damages shall constitute a waiver of any Licensee's obligations under this paragraph.
- f. Licensee shall, at Licensee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.
- g. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from Licensee's use of occupancy of City property, then Licensee shall, at Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Licensee shall carry out all such cleanup plans. Any such plans and cleanup are subject to City's prior written approval.
- h. If a release of Hazardous Substances occurs in, on, under, or above City property, or other's property arising out of any action, inaction, or event described or referred to in this

document, Licensee shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. Licensee shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

16. Termination of Agreement. This Agreement and the License herein granted to Licensee shall automatically terminate without notice upon termination of the Construction & Maintenance Agreement (Richland Contract No. \_\_\_\_\_) pursuant to the terms of that Agreement. The termination date of this Agreement shall coincide with the termination date of the Construction & Maintenance Agreement.
17. No Compensation to Licensee. In the event of termination of this Agreement for any reason, Licensee shall not be entitled to receive compensation for any improvements made to City's property or any services performed by Licensee or agent(s) of Licensee's under the Maintenance Agreement.
18. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
19. Notification. Whenever either 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:

**City of Richland**  
Parks & Public Facilities Director  
505 Swift Blvd., MS-13  
Richland, WA 99352  
Email: jschiessl@ci.richland.wa.us

**Washington Securities &  
Investment Corporation**  
8901 W. Tucannon Avenue, Ste 110  
Kennewick, WA 99336  
Phone: 509-943-5010

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.

20. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Licensee to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Licensee herein.



22. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition or right.
23. Construction of Agreement; Governing Law; Attorney's Fees. Each Party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The Parties agree that, should legal action be necessary to enforce any of the provisions of this Agreement, the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in Benton County Superior Court.
24. Integration. This written document and the Construction & Maintenance Agreement (Richland Contract No. \_\_\_\_\_) (including any agreements required by the Construction & Maintenance Agreement) constitute the entire agreement between the City and Licensee and supersede any and all previous written and/or oral agreements between the parties on this subject. There are no other oral or written agreements between the parties as to the matters covered herein. In the event of an irreconcilable conflict between this Agreement and the Construction & Maintenance Agreement (Richland Contract No. \_\_\_\_\_), the terms of the Construction & Maintenance Agreement shall control. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
25. Recitals. The recitals set forth above are hereby incorporated into this Revocable License Agreement by reference.

[Signatures to follow]

SO AGREED AND ACCEPTED by witness of the signatures appearing below.

CITY OF RICHLAND

WASHINGTON SECURITIES &  
INVESTMENT CORPORATION

\_\_\_\_\_  
By: Cynthia D. Reents  
Its: City Manager

\_\_\_\_\_  
By: Greg Markel  
Its: President

ATTEST:

\_\_\_\_\_  
Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Kintzley, City Attorney

STATE OF WASHINGTON                    )  
                                                          ) ss.  
COUNTY OF BENTON                    )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Cynthia D. Reents, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Revocable License Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
                                                          ) ss.  
COUNTY OF BENTON                    )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Greg Markel, President of Washington Securities & Investment Corporation**, known to me to be the same person whose name is subscribed to the foregoing **Revocable License Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of Goulet Properties, LLC for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

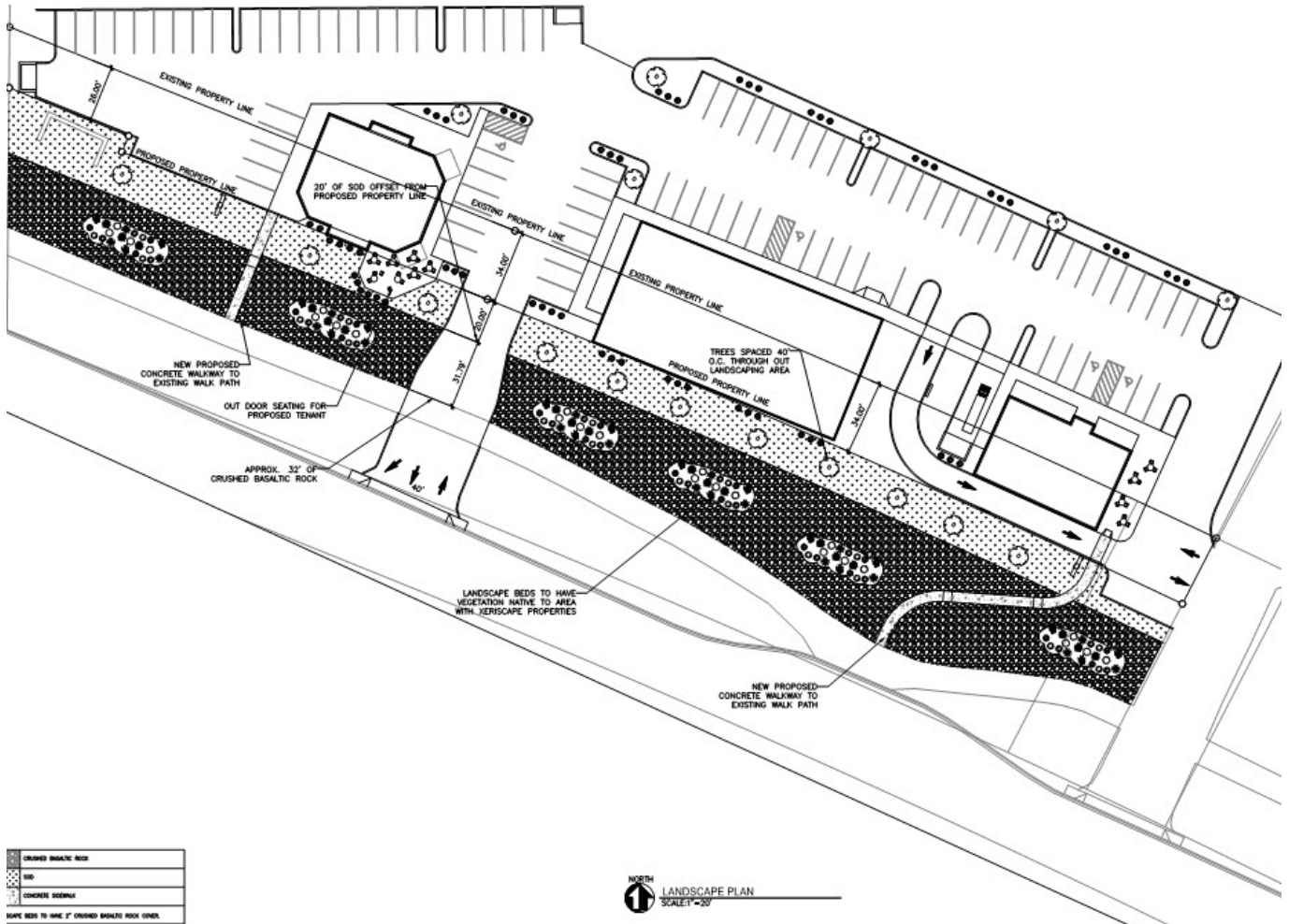
\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**  
**PREMISES SUBJECT TO REVOCABLE LICENSE**





# **EXHIBIT B** **CONCEPT LANDSCAPE IMPROVEMENT PLAN & MAINTENANCE STANDARDS**





## **CONSTRUCTION & MAINTENANCE AGREEMENT**

### ***For a portion of Keene Road Trail Park***

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (“Maintenance Agreement”) is made and entered into at Richland, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the “Effective Date”) by and between the **CITY OF RICHLAND**, a Washington municipal corporation located at 505 Swift Boulevard, Richland, Washington, (“City”), and **WASHINGTON SECURITIES & INVESTMENT CORPORATION**, a Washington for-profit corporation with service at 8901 West Tucannon Avenue, Suite 110, Kennewick, WA 99336 (“WSIC”).

### **I. RECITALS**

WHEREAS, City owns and operates a public park located in the County of Benton and State of Washington called Keene Road Trail Park; and

WHEREAS, portions of Keene Road Trail Park, to wit: See **Exhibit A**, attached hereto and incorporated herein by this reference (the “Premises”), are adjacent to property owned by WSIC; and

WHEREAS, the Premises is a public linear park improved with a multi-purpose paved trail within an otherwise unimproved natural open space area; and

WHEREAS, WSIC is planning a multi-tenant commercial business complex on privately owned land adjacent to the Premises; and

WHEREAS, WSIC desires to construction and utilize a vehicular driveway on the Premises to serve a multi-tenant commercial business complex; and

WHEREAS, WSIC desires to improve the Premises with landscaping to improve the aesthetics of a multi-tenant commercial business complex and the segment of Keene and Queensgate as a whole; and

WHEREAS, the desired improvements will provide benefit to the public by improving and enhancing Keene Road Trail Park; and

WHEREAS, City and WSIC desire to set forth herein their agreement as to allowing improvements to be placed on and remain on City property; WSIC being solely responsible for the watering, care, cost, maintenance, repair, replacement of such improvements; WSIC being solely responsible for any and all liability related to such improvements; and WSIC’s general obligations related thereto; and

WHEREAS, concurrent with entering into this Maintenance & Construction Agreement, City has entered into a Revocable License Agreement, Richland Contract No. \_\_\_\_\_ (“License”) with WSIC wherein WSIC is allowed use and maintain a portion of City’s property to support its access requirements as more specifically set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations of the parties hereto, the terms, covenants and conditions set forth herein, and intending to be legally bound, the City and WSIC agree as follows:

## II. AGREEMENT

1. Construction. WSIC shall improve the Premises as approved by City. WSIC shall construct improvements on City property in the form of landscaping and pedestrian access valued at no less than \$41,115.42. Said improvements must be completed before WSIC receives a certificate of occupancy for the commercial shopping center project at 2290 Keene Road. WSIC’s construction activities under this Agreement are limited to those that have been reviewed and approved as evidenced by issuance of a valid building or site development permit, or, in the case of landscaping modifications, by City’s written approval in response to WSIC’s submission of a landscape plan. WSIC shall notify City within 72 hours of the intended start of construction and attend a pre-construction meeting with the City. At all times, WSIC is and shall remain solely responsible for all liability related to its construction activities on the Premises. WSIC shall not store or stage materials or equipment unrelated to improvement of the Premises anywhere on the Premises.
2. Bank Account. Within five (5) business days of approval of this Agreement by Richland City Council, WSIC shall open a bank account (the “Bank Account”) in the name of WSIC, and shall deposit the sum of \$41,115.42 in the account (the “Funds”) to be used for payment of the costs associated with the landscaping and pedestrian improvements required under this Agreement. The Bank Account shall be subject to an Assignment Hold in favor of the City, which will prevent WSIC or anyone else from withdrawing the Funds until the City of Richland releases them, as set forth herein. WSIC agrees to execute an Account Access Agreement in substantially the form provided in **Exhibit D**.
  - a. City shall authorize release of the Funds to WSIC after improvements are constructed and accepted by the City. If WSIC constructs the improvements in phases, partial disbursements may be requested after each phase is complete and accepted by the City. If WSIC does not spend more than \$41,115.42 at the conclusion of construction, WSIC may submit documentation of actual costs associated with maintenance of the improvements and receive remittance from the Funds until the balance in the Bank Account is zero. All requests for reimbursement from the Funds must be supported by documentation satisfactory to the City.
  - b. In the event WSIC fails to perform as required under this Construction & Maintenance Agreement, City is expressly authorized by WSIC to access and retain the Funds available in the Bank Account. Because the landscape and pedestrian improvements constitute partial consideration for WSIC’s purchase of 0.44 acres of City-owned surplus property (see Resolution No. 131-18), City shall take ownership of the Funds in the event of WSIC’s

default without obligation to use the Funds to complete the improvements WSIC is obligated to construct.

3. Maintenance of Improvements on City Property. WSIC shall, at its sole cost, expense and liability, keep and maintain the improvements existing on the Premises as of the date of this Agreement or as hereafter constructed by WSIC with approval from City. Improvements approved by City and constructed by WSIC shall become the property of City without compensation to WSIC. Upon City's demand, unauthorized improvements shall be removed at WSIC's sole expense, and WSIC shall be liable for damage caused during removal. Future modification of the existing landscape shall be consistent with the conceptual landscape design identified in **Exhibit B**, which is attached hereto and incorporated herein by reference. WSIC shall keep and maintain the improvements in good condition and repair; shall have the sole responsibility for the upkeep, maintenance, replacement, and repair of the improvements; and, shall have sole responsibility for all liability related to the improvements. WSIC shall pay the cost of water used by the improvements and shall replace the improvements at its sole cost if and when necessary in order to keep and maintain the improvements in good condition. WSIC shall maintain insurance to cover loss occurring in connection with the improvements, to include, but not limited to, theft or vandalism. City shall have no cost for the upkeep, maintenance, replacement, or repair of the improvements, nor shall City have any liability for any claims, losses or damages related to the improvements. City shall have no cost for providing water to the improvements.
4. Term. This Agreement shall commence as of the Effective Date of this Agreement and shall automatically renew annually, unless otherwise terminated as provided for in Section 18, below.
5. Consideration. No fee is due to City for the term of this Agreement. The consideration in support of this Agreement is WSIC's covenant to provide ongoing maintenance of the Premises for the duration of this Agreement at WSIC's sole expense.
6. Maintenance Activities. Maintenance activities may be completed by WSIC or a third party contracted by WSIC chosen in WSIC's discretion. All maintenance obligations shall be performed consistent with the minimum maintenance level of service standards identified in **Exhibit C**.
7. No Interest in Land. WSIC understands, acknowledges and agrees that this Agreement does not create an interest or estate in WSIC's favor in the Premises. The City retains all legal right, title, ownership and interest in and to the Premises. The sole purpose of this Agreement is to enumerate the responsibilities and liabilities of WSIC related to WSIC's personal privilege to place, keep and maintain the Improvements on the Premises throughout the term of this Agreement. Notwithstanding the expenditure of time, money or labor by WSIC on any Improvements on the Premises, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of WSIC. WSIC shall expend any time, money or labor at WSIC's own risk and peril.
8. Use by the Public. WSIC understands, acknowledges and agrees that the Premises is publicly held land and, as such, is open for use by the public. WSIC may not in any manner interfere with the public's use of the Premises nor may it prohibit the public's use of the Premises.



9. Surrender of Property. WSIC agrees that upon termination of this Agreement, WSIC will quit and surrender the property to the City in as good a state and condition as when received by WSIC or as improved thereafter. Upon termination, and at City's election, Improvements shall remain intact or be removed by WSIC at WSIC's sole expense. WSIC shall be liable for any damage caused to City's property during removal of Improvements from City's property. If WSIC fails to remove an Improvement upon demand, City may remove the Improvement and charge WSIC for the cost of removal and disposal.
10. Right to Inspect/Improve/Repair Property. Representatives of the City shall have the right to enter upon and inspect the property at any time during the term of this Agreement. City may, at its own expense, construct, repair or improve City-owned utilities and/or infrastructure affecting City property. City shall provide advance notice to WSIC when constructing or repairing utilities and/or infrastructure on the Premises.
11. Status of WSIC. WSIC and the City understand and expressly agree that WSIC is an independent contractor with regard to any and all activities conducted or performed pursuant to this Agreement. No officer, employee, volunteer, and/or agent of WSIC shall act on behalf of or represent him or herself as an agent or representative of the City. No officer, employee, volunteer, and/or agent of WSIC shall make any statement in the name of or on behalf of the City. WSIC assumes the entire responsibility for all activities conducted or performed by WSIC and any of WSIC's officers, employees, volunteers, and/or agents pursuant to this Agreement. WSIC and WSIC's officers, employees, volunteers, agents and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between WSIC and the City.
12. Compliance with Law. WSIC shall conduct all activities under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.
13. Debts and Liens. WSIC shall not permit/allow any lien to attach to the property as a result of WSIC's activities conducted under this Agreement. WSIC shall not permit or allow any debt to be imposed on the City as a result of WSIC's activities conducted under this Agreement. In the event of any such lien and/or debt, WSIC shall, at WSIC's sole expense, immediately take all necessary steps to have the City legally released from said lien and/or debt.
14. Limitation of Damages. Under no circumstance shall City be liable for damages stemming from City's determination, for any reason whatsoever, to temporarily or permanently close any property owned by City, including but not limited to Keene Road Trail Park or any property owned by City that is adjacent to or otherwise impacts WSIC's property.
15. General Indemnification and Hold Harmless. WSIC agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements)

caused by or occurring by reason of any negligent or intentional act and/or omission of WSIC, its officials, officers, employees, agents, and/or volunteers arising out of or in connection with this Agreement or the activities of WSIC, including but not limited to any personal injury and/or property damage claim, demand, lawsuit or other proceeding brought by any one or more of WSIC's officials, officers, employees, agents, and/or volunteers against the City. The provisions of this section shall survive the termination or expiration of this Agreement.

16. Liability Insurance.

- a. Insurance Term. WSIC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with WSIC's use and maintenance of the Premises.
- b. No Limitation. WSIC's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of WSIC to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. WSIC shall obtain insurance of the types and coverage described below:
  - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. City shall be named as additional insured on WSIC's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
  - ii. Property insurance shall be written on an all risk basis.
- d. Minimum Amounts of Insurance. WSIC shall maintain the following insurance limits:
  - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - ii. Property insurance shall be written covering the full value of WSIC's property and improvements with no coinsurance provisions.
  - iii. Worker's compensation in statutory amounts.
  - iv. Employer's liability insurance with a minimum combined single limit of \$1,000,000.
  - v. Automobile insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- e. Other Insurance Provisions. WSIC's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as

respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of WSIC's insurance and shall not contribute with it.

- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage. WSIC shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of WSIC.
- h. Waiver of Subrogation. WSIC and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- i. Notice of Cancellation. WSIC shall provide City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- j. Failure to Maintain Insurance. Failure on the part of WSIC to maintain the insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to WSIC to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand.
- k. Full Availability of WSIC Limits. If WSIC maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by WSIC, irrespective of whether such limits maintained by WSIC are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by WSIC.

17. Environmental Compliance and Hazardous Material.

- a. The following definitions apply to Section 17 of this Agreement:
  - i. "Hazardous Materials" as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
  - ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance,

rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”) as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington’s Model Toxics Control Act (“MTCA”) as now existing or hereafter amended (RCW Ch. 70.105); or

- iii. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.
- b. WSIC covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above City property, except in accordance with all applicable laws.
- c. WSIC shall, at WSIC’s own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting City’s business, property, or any activity or condition on or about City’s property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on City property, soil and groundwater, storm water discharges, or the air in and around City property, as well as such rules as may be formulated by the City (“the Laws”). WSIC warrants that its business and all activities to be conducted or performed in, on, or about City property shall comply with all the Laws. WSIC agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.
- d. WSIC shall not cause or permit to occur any violation of the Laws on, under, or about CITY property, or arising from contractor’s use or occupancy of City property, including, but not limited to, soil and water conditions.
- e. WSIC shall promptly notify City and provide all information regarding any activity of WSIC related to Hazardous Materials on or about City property that is requested by the City. If WSIC fails to fulfill any duty imposed under this section within a reasonable time, City may do so at the cost of WSIC; and in such case, WSIC shall cooperate with City in order to prepare all documents City deems necessary or appropriate to determine the applicability of the Laws to City property and WSIC’s use thereof, and for all compliance therewith, and WSIC shall execute all documents promptly upon City’s request. No such action by City and no attempt made by City to mitigate damages shall constitute a waiver of any WSIC’s obligations under this paragraph.
- f. WSIC shall, at WSIC’s own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (“the Authorities”) under the Laws.



- g. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from WSIC's use of occupancy of City property, then WSIC shall, at WSIC's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and WSIC shall carry out all such cleanup plans. Any such plans and cleanup are subject to City's prior written approval.
  - h. If a release of Hazardous Substances occurs in, on, under, or above City property, or other's property arising out of any action, inaction, or event described or referred to in this document, WSIC shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. WSIC shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.
18. Termination of Agreement. This Agreement and the License herein granted to WSIC is fully terminable in accordance with the following terms and conditions:
- a. Termination of Agreement Without Cause. The City may terminate this agreement without liability for breach, with or without cause, by giving WSIC thirty (30) days' advance written notice of termination provided per Section 21, below; provided, however, that this Agreement shall not be terminated by City under this clause prior to the third anniversary of the Effective Date. The notice provision established by Section 21 shall conclusively be deemed to be reasonable.
  - b. Immediate Termination of Agreement. In the event that the City determines that WSIC is in violation of this Agreement, the City may terminate this Agreement without liability for breach with no advance notice to WSIC and take immediate possession of the property.
19. No Compensation to WSIC. Upon termination of this Agreement for any reason, WSIC shall not be entitled to receive compensation for any improvements made to City's property or any services performed by WSIC or agent(s) of WSIC's under this Agreement. If termination occurs under Section 18(b) before improvements are completed, Funds remaining in the Bank Account shall be kept by the City as consideration in support of transferring fee title to WSIC of 0.44 acres of City-owned surplus property pursuant to Resolution No. 131-18.
20. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
21. Notification. Whenever either 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:

**City of Richland**

Parks & Public Facilities Director  
505 Swift Blvd., MS-13  
Richland, WA 99352  
Email: [jschiessl@ci.richland.wa.us](mailto:jschiessl@ci.richland.wa.us)

**Washington Securities &  
Investment Corporation**

8901 West Tucannon Ave. Suite 110  
Kennewick, WA 99336  
Phone: 509-943-5010

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.

22. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
23. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by WSIC to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of WSIC herein.
24. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition or right.
25. Construction of Agreement; Governing Law; Attorney's Fees. Each Party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The Parties agree that, should legal action be necessary to enforce any of the provisions of this Agreement, the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in Benton County Superior Court.
26. Integration. This written document, any agreements required by this document, and the Revocable License Agreement (Richland Contract No. \_\_\_\_\_) constitute the entire agreement between the City and Licensee and supersede any and all previous written and/or oral agreements between the parties on this subject. There are no other oral or written agreements between the parties as to the matters covered herein. In the event of an irreconcilable conflict between this Agreement and the Revocable License Agreement (Richland Contract No. \_\_\_\_\_), the terms of this Agreement shall control. No changes

or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

27. Remedies. Upon the occurrence of any default of the requirements of this Agreement by WSIC, City shall have the option to pursue any one or more of the remedies it may have pursuant to law and equity, including, but not limited to, obtaining an injunction and pursuit of damages.
28. Recitals. The recitals set forth above are hereby incorporated into this Maintenance Agreement by reference.

SO AGREED AND ACCEPTED by witness of the signatures appearing below.

CITY OF RICHLAND

WASHINGTON SECURITIES &  
INVESTMENT CORPORATION

\_\_\_\_\_  
Cynthia D. Reents  
Richland City Manager

\_\_\_\_\_  
By: Greg Markel  
Its: President

ATTEST:

\_\_\_\_\_  
Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Kintzley, City Attorney

STATE OF WASHINGTON            )  
                                                  ) ss.  
COUNTY OF BENTON            )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Cynthia D. Reents, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Construction & Maintenance Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON            )  
                                                  ) ss.  
COUNTY OF BENTON            )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ **of Washington Securities & Investment Corporation** known to me to be the same person whose name is subscribed to the foregoing **Construction & Maintenance Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of Washington Securities and Investment Corporation Properties, LLC for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

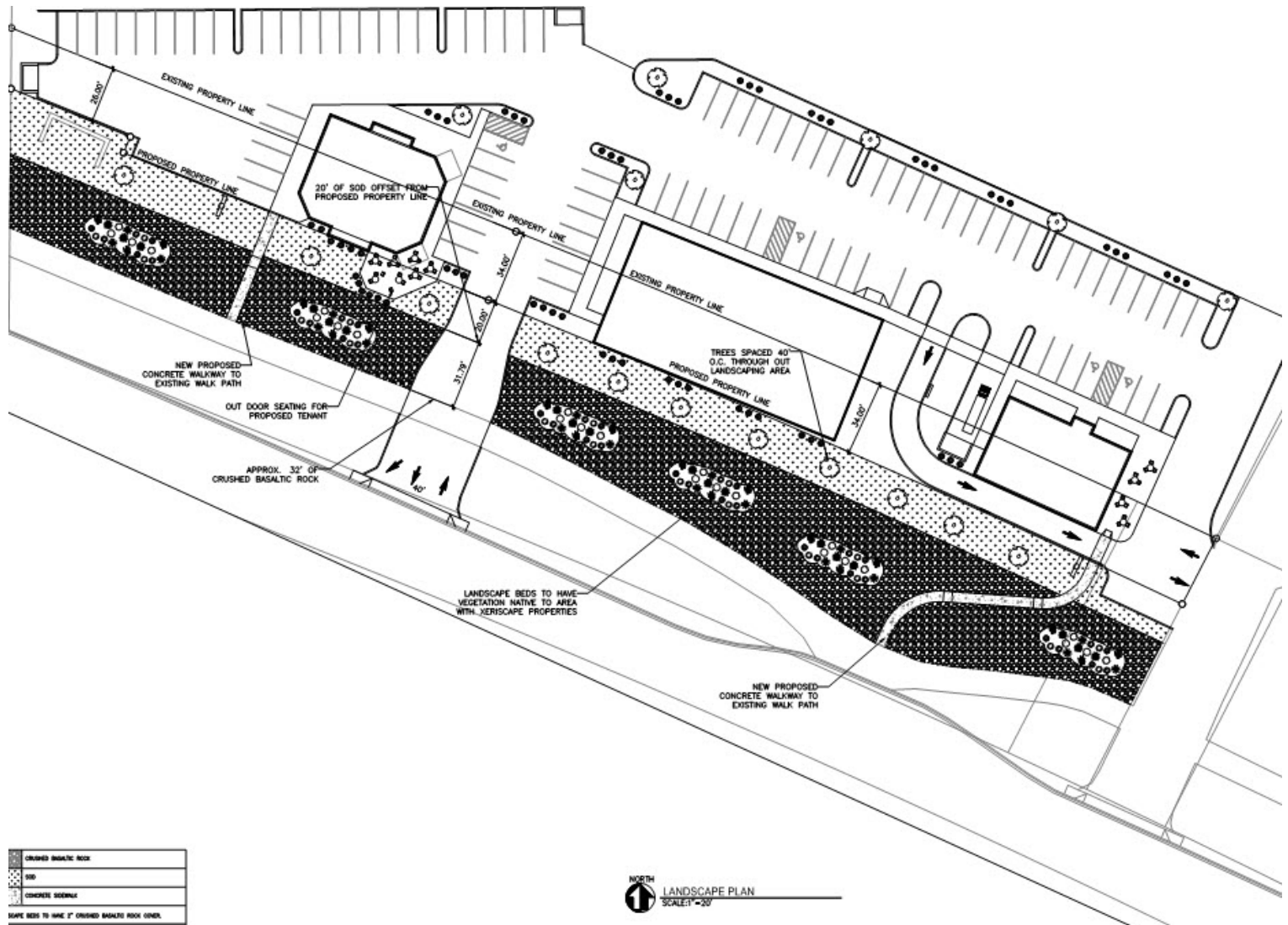
\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT A**  
**PREMISES**



# **EXHIBIT B** **CONCEPT LANDSCAPE IMPROVEMENT PLAN**



**EXHIBIT C**  
**MAINTENANCE STANDARDS**

**Litter Control**

1. The area is checked daily for litter and picked up as needed.
2. Litter containers if any are emptied when 1/2 full or when garbage scent is a nuisance.
3. Cigarette butts are picked up from sidewalks and mulch beds at least once per week.
4. Trash is removed prior to mowing.

**Irrigation Maintenance**

- A. Spring activation and testing of existing systems. Each spring turf irrigation systems are activated and systems are checked thoroughly.
  1. Point of connection (P.O.C.) to make sure that backflow devices on the system are working properly and there are no leaks.
  2. Determine there are no “main line” leaks by confirming no water flow through water meter and by observing turf areas.
  3. Testing electric remote valves to assure proper opening and closing of each valve.
  4. Observe head function, reset sprinkler heads out of alignment, repair or replace any damaged heads and/or upgrade sprinkler head types to improve water distribution performance.
  5. Inspect controller and set controller to operate either manually or automatically. Repair, replace or upgrade controller if needed.
- B. Summer service (In use) Supervisors in each area are responsible for operating and scheduling watering of turf in that area.
  1. Setting system to control watering of turf areas.
  2. Use of quick coupler in the system to water plants/shrubs and in needed turf areas.
  3. Adjust controller to meet the needs of seed or newly laid sod grass.
  4. Observe performance of system and report leaks, malfunctioning heads, valves, or controllers to the irrigation crew for repair or replacement.
- C. Winterization of Systems
  1. Keep record of each system and its P.O.C.
  2. List all systems that need to be blown-out by air compressor to protect PVC pipe during winter and proceed.

3. List all systems that have drains and locations where drains need to be open for proper preparation of winterizing system and proceed.
4. List all systems that need to have backflow devices removed and stored, and proceed.
5. Protect backflows during winter and protect pipes where backflows have been removed.

### **Turf Maintenance**

1. Trimming turf around trees, shrubs, mulched areas, buildings, signs, lights, fences, curbs, etc. will be performed no sooner than the day before and no later than the day after mowing or as weather permits.
2. The height of the mowers will fall within a range of 3" to 4" based on the current growing conditions.
3. Mowing will take place weekly in areas that are actively growing and when conditions allow. Some areas may need mowing two times per week if conditions warrant.
4. Irrigation will take place where automatic systems or quick couplers are available. Irrigation levels should meet the needs of the actively growing turf to prevent stress from weather conditions or pests. There are some high priority areas that are served with building hydrants and those areas will require watering.
5. Weed control should be performed to maintain the turf to maintain less than 10% weeds. Other weeds should be controlled to prevent an infestation. All pesticide use will be done according to label instructions. All pesticide applications will be recorded in the pesticide application record book.
6. Insect and disease control will take place on an as needed basis.
7. Fertilization of cool season grasses (bluegrass, fescue blends, tall fescue) will take place in the spring (late April to early May) for high priority, donor and named gardens. Fertilization for all turf areas will occur in the fall (early October to early November). One (1) pound of nitrogen/1000 sq. ft will be applied at each period and an additional .5 pound of nitrogen/1000 sq. ft can be applied to other areas in late summer as needed. Fertilization of warm season grasses (buffalo grass, bermuda, zoysia, prairie grasses) will take place between June 15th and July 1st. The rate of nitrogen will be 1 pound/1000 sq. ft.
8. Fertilizer will be removed from sidewalks the day of the application.
9. The product MSDS and label will dictate what PPE is required. If you have questions, make sure you discuss them with the campus manager before applying pesticides.
10. Leaf litter will be mulched with mowers as needed throughout the fall and winter months. Large concentrations of leaves may require pickup using rakes or lawn sweepers. Leaf litter will not be allowed to accumulate to the point that it will damage or kill turf.



11. Aeration of turf areas will take place every year in high traffic or donor and named gardens.
12. Renovation of turf will take place as needed. The appropriate seeding rate for the turf grass mix will be determined by the degree of renovation and the type of turf grass.
13. Clippings will be removed from paved surfaces the day of the mowing. Clippings on lawn areas should be removed only when there is such a concentration of clippings on the turf that it might damage the live plants.
14. Sidewalks, streets, and driveways shall be edged monthly or more often if necessary.

#### **Commercial Driveway**

1. Snow greater than 2" in depth shall be removed within 8 hours of achieving 2" depth.
2. Asphalt shall remain in level of service B condition or better as evaluated by the City's pavement management system.

**EXHIBIT D**  
ACCESS AGREEMENT

**AGREEMENT REGARDING ACCESS TO FUNDS IN  
[Bank Name] BANK ACCOUNT NO. \_\_\_\_\_**

1. Date and Parties

1.1 This document ("Agreement") is dated this \_\_\_\_\_ day of September, 2018 ("Agreement Date"), and is entered into by and between the **City of Richland**, a Washington municipal corporation ("City"), **Washington Securities & Investment Corporation**, a Washington for-profit corporation ("WSIC"), and [bank name] ("Bank").

2. Background Information

2.1 The City and WSIC have entered into a Construction & Maintenance Agreement for WSIC to construct certain improvements on City property. In the Construction & Maintenance Agreement, WSIC provided the City with certain assurances that the improvements required by the Construction & Maintenance Agreement will be constructed, including opening a bank account with a balance equal to \$41,115.42.

2.2 [bank name] Bank has agreed to allow such an account to be established, subject to the terms and conditions set forth herein.

3. Applicable [bank name] Bank Account

3.1 The [bank name] Bank Account to which the Agreement terms shall apply is identified as follows (the "Account"): Account No. \_\_\_\_\_ in the name of Washington Securities & Investment Corporation.

3.2 The balance of the [bank name] Bank Account as of the Agreement Date is \$41,115.42 (the "Initial Balance").

4. Withdrawals from the Account

4.1 No funds shall be withdrawn from the Account except after the receipt by the Bank of an authorization to withdraw funds signed by both the City and WSIC, in the form attached hereto as Exhibit 1 (the "Authorization to Release Funds"). So long as the Bank receives the attached authorization purporting to bear the notarized signatures of the parties named in Exhibit 1, it shall have no duty to investigate whether the signatures are authentic and, upon receipt of the signed authorization, shall provide a cashier's check in the amount indicated made payable to the person listed on the authorization form.

4.2 WSIC may request that the City authorize the disbursement of funds from the Account at such time that the improvements are complete. Once the City completes its inspections and acceptance of the improvements, the City and WSIC will execute an Authorization to Release

Funds for the full balance of the account, and the funds shall be released to WSIC and/or to third parties as directed by WSIC.

4.3 The provisions of paragraphs 4.1 to 4.2 notwithstanding, should the Bank, at any time, receive a written notice from the City that is signed by Joe Schiessl, whose signature is notarized, that WSIC is in default under the Construction & Maintenance Agreement and that the City is entitled to the release of monies in the Account as set forth below, the Bank shall have no liability to WSIC for such release of funds. The City shall not notify the Bank of any default under the Construction & Maintenance Agreement unless the City has first given WSIC written notice specifically identifying the default and a reasonable opportunity to cure the default. At a minimum, such opportunity to cure shall be fifteen (15) calendar days, unless objective circumstances dictate that more time is reasonably required to cure the default. If WSIC does not cure the default after being given written notice of default and a reasonable opportunity to cure, then the City may notify the Bank of the default as set forth above, and may authorize the Bank to release such funds as are necessary for the City to cure the default. Co-signatures of City and WSIC are not required for the Bank to release monies to City under this section to cure WSIC's default as provided herein.

## 5. Counterparts

5.1 This Agreement, and any Authorization to Release Funds, may be executed in counterparts, each of which shall be deemed an original. Such counterparts shall together constitute one and the same instrument. The counterpart may be delivered electronically, either by an email attachment or by facsimile.

WASHINGTON SECURITIES &  
INVESTMENT CORPORATION

CITY OF RICHLAND

By: \_\_\_\_\_  
Print: Greg Markel  
Its: President

By: \_\_\_\_\_  
Print: Cynthia D. Reents  
Its: City Manager

[bank name] Bank agrees, as of the Agreement Date, to only disburse funds from the Account in accordance with the terms of this Agreement.

[BANK NAME] BANK

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_







## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

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**Subject:**

Resolution No. 133-18, Approving the Final Plat of Wild Canyon Phase I

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**Department:**

Community Development Services

**Ordinance/Resolution Number:**

133-18

**Document Type:**

Resolution

---

**Recommended Motion:**

Adopt Resolution No. 133-18, approving the final plat of Wild Canyon Phase I subject to the conditions of approval contained in Technical Advisory Report (TAC) S2016-104 and authorizing the City Manager to execute a security and improvement agreement with North Stone Richland, LLC.

---

**Summary:**

North Stone Richland, LLC is requesting final plat approval for the first phase of Wild Canyon, which received preliminary plat approval with adoption of Resolution No. 31-18 on March 6, 2018. The first phase of Wild Canyon divides 20.57 acres into 66 lots.

In lieu of completed public infrastructure required by the preliminary plat, the developer has entered into a Security and Improvement Agreement to ensure future construction of infrastructure as required. Posting security in lieu of completing construction is expressly allowed by RCW 58.17.130 and RMC 24.24.020.

Staff recommends approval of Resolution No. 133-18.

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**Fiscal Impact:**

Construction of the lots within the plat will raise both the land value and property taxes. With residential development, demands on City services will also increase.

---

**Attachments:**

- I. Resolution No. 133-18

## RESOLUTION NO. 133-18

A RESOLUTION of the City of Richland approving the final plat of Wild Canyon Phase 1 subject to the conditions contained in Technical Advisory Committee Report S2016-104 and authorizing execution of a security improvement agreement as a condition precedent to final plat approval.

WHEREAS, on January 26, 2017, the Richland Hearing Examiner held an open record public hearing to consider the preliminary plat application of Wild Canyon submitted by North Stone Richland, LLC (the “Developer”); and

WHEREAS, the Hearing Examiner recommended that City Council approve the preliminary plat of Wild Canyon subject to the conditions contained in Technical Advisory Committee (TAC) Report S2016-104; and

WHEREAS, on March 6, 2018, Richland City Council held a closed record hearing to consider the proposed Wild Canyon preliminary plat application. By approval of Resolution No. 31-18, City Council accepted the recommendation of the Hearing Examiner and approved the Wild Canyon preliminary plat; and

WHEREAS, the public improvements required for Phase 1 of the Wild Canyon plat, consisting of 66 lots on 20.57 acres, are still under construction; and

WHEREAS, as a condition precedent to final plat approval of Wild Canyon Phase 1, Developer agrees to enter into an improvement and security agreement with the City ensuring that the required public improvements shall be made and that all other conditions of approval shall be met; and

WHEREAS, RCW 58.17.130 and RMC 24.24.020 expressly allow for a developer to post a performance bond or other security in the amount and form satisfactory to the City in lieu of construction of the required improvements prior to final plat approval.

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

Section 1. The final plat of Wild Canyon Phase 1, attached hereto as **Exhibit A**, is hereby approved subject to the conditions of approval contained in Technical Advisory Committee Report S2016-104, attached hereto as **Exhibit B**, and upon the City’s receipt of a duly executed security and improvement agreement in substantially the form provided in **Exhibit C**, including the posting of security as required therein.

Section 2. The City Manager is authorized to sign and execute a security and improvement agreement with Developer to ensure future completion of the required public improvements and all other conditions of City Council’s March 6, 2018 preliminary plat approval given under Resolution No. 31-18.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

# WILD CANYON PHASE 1

A SUBDIVISION IN A PORTION OF THE SOUTH-HALF OF THE SOUTHEAST QUARTER AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

Exhibit A to Resolution No. 133-18

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ A.D.

AT \_\_\_\_\_ M., RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_

AT THE REQUEST OF J-U-B-ENGINEERS, INC.

BENTON COUNTY AUDITOR

BY: \_\_\_\_\_

FEE NO.: \_\_\_\_\_

| LEGEND                        |
|-------------------------------|
| A.F.N. AUDITOR'S FILE NUMBER  |
| PG. PAGE                      |
| R/W RIGHT-OF-WAY              |
| S.F. SQUARE FEET, APPROXIMATE |
| T.P.N. TAX PARCEL NUMBER      |
| VOL. VOLUME                   |
| [ ] INDICATES STREET ADDRESS  |

## LEGEND

SECTION CORNER-AS NOTED

1/4 SECTION CORNER-AS NOTED

SEE FOUND MONUMENT DESCRIPTION TABLE ON SHEET 1

SET 3" BRASS CAP IN MONUMENT BOX MARKED, "SHEA 33656 2017", AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY, CENTER OF CUL-DE-SACS AND STREET INTERSECTIONS, PER CITY OF RICHLAND STANDARDS

SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP, MARKED "SHEA 33656"

WITNESS CORNER. SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP, MARKED "SHEA 33656"

FOUND AND HELD 3" BRASS CAP IN MONUMENT BOX MARKED, "SHEA 33656", AS SET IN SURVEY REFERENCE NUMBER 4. VISITED 04-17-2018

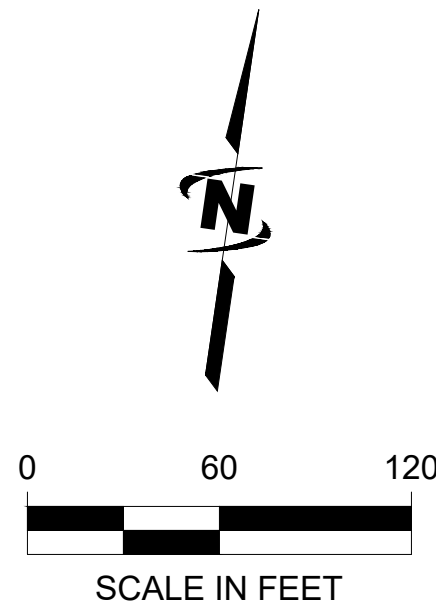
FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, MARKED "SHEA 33656", AS SET IN SURVEY REFERENCE NUMBER 4. VISITED 04-17-2018

FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, MARKED "SHEA 33656", AS SET IN SURVEY REFERENCE NUMBER 3. VISITED 08-04-2017

COMPUTED POSITION, NO MONUMENT FOUND OR SET THIS SURVEY

## CURVE AND LINE TABLE

SEE SHEET 3



## BASIS OF BEARINGS

NORTH 86°44'38" EAST ALONG THE SOUTH LINE OF SECTION 20 AS SHOWN IN HORN RAPIDS DIVISION NO. 1 (VOL. 14, PG. 171)



## EASEMENT NOTES

- 10.00-FOOT IRRIGATION EASEMENT GRANTED WITH PLAT.
- 10.00-FOOT UTILITY EASEMENT GRANTED WITH PLAT.

## RIGHT-OF-WAY NOTES

- 54.00-FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF RICHLAND WITH THIS PLAT.
- VARYING WIDTH RIGHT-OF-WAY DEDICATED TO THE CITY OF RICHLAND WITH THIS PLAT.

## TRACT NOTES

- TRACT "A" IS A STORM DRAIN RETENTION FACILITY, SAID TRACT IS HEREBY DEDICATED TO THE CITY OF RICHLAND WITH THIS PLAT. HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE OF ALL LANDSCAPE MAINTENANCE OF SAID TRACT. ACROSS A PORTION OF SAID TRACT "A" IS A 50' x 50' SIGN EASEMENT AS SHOWN HEREON. (SEE DETAIL C)
- TRACT "B" IS AN OPEN SPACE. SAID TRACT SHALL BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION BY SEPARATE DEED DOCUMENT UPON THE RECORDING OF THIS PLAT. ALL LOTS WITHIN THE SUBDIVISION SHALL HAVE AN EQUAL UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT. HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL LANDSCAPE MAINTENANCE OF SAID TRACT.
- TRACT "C" IS AN OPEN SPACE. SAID TRACT SHALL BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION BY SEPARATE DEED DOCUMENT UPON THE RECORDING OF THIS PLAT. ALL LOTS WITHIN THE SUBDIVISION SHALL HAVE AN EQUAL UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT. HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL LANDSCAPE MAINTENANCE OF SAID TRACT.
- TRACT "D" IS AN OPEN SPACE. SAID TRACT SHALL BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION BY SEPARATE DEED DOCUMENT UPON THE RECORDING OF THIS PLAT. ALL LOTS WITHIN THE SUBDIVISION SHALL HAVE AN EQUAL UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT. HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL LANDSCAPE MAINTENANCE OF SAID TRACT.
- TRACT "E" IS FOR A TEMPORARY SECONDARY EMERGENCY VEHICLE ACCESS (SEVA). OWNERSHIP FOR SAID TRACT WILL BE RETAINED BY THE DEVELOPER. THE DEVELOPER HAS GRANTED THE CITY OF RICHLAND A TEMPORARY "RIGHT OF ACCESS" FOR EMERGENCY VEHICLES, UNTIL SUCH TIME THAT THE VILLAGE PARKWAY BLVD. EXTENSION IS COMPLETED FROM GRAYHAWK TO SECOND ENTRANCE CONNECTION. WHEN THE VILLAGE PARKWAY BLVD. EXTENSION IS COMPLETED AND ACCEPTED BY THE CITY OF RICHLAND THE DEVELOPER SHALL TRANSFER OWNERSHIP OF SAID TRACT TO LOT 38 AS IDENTIFIED UNDER A CONSOLIDATION DEED.
- TRACT "F" IS AN OPEN SPACE. SAID TRACT SHALL BE CONVEYED TO THE OWNERS OF LOT 20, EAGLEWATCH BY SEPARATE DEED DOCUMENT UPON THE RECORDING OF THIS PLAT.

## VARYING WIDTH LANDSCAPE / SLOPE EASEMENT NOTE

ON THE LANDSCAPE EASEMENT AREA GRANTED TO THE HOMEOWNERS ASSOCIATION (HOA) ON THE REAR PORTIONS OF LOTS 54, 55, 56, 57, AND 59 RESTRICTS INDIVIDUAL LOT/PROPERTY OWNERS FROM ENCRoACHING UPON THE SLOPE AREA TO CONSTRUCT ANY RETAINING WALLS, FENCES, STRUCTURES OF AND KIND, PLANT SHRUBS OR TREES WITHOUT WRITTEN APPROVAL FROM THE ACC.

## CITY OF RICHLAND REQUIRED NOTES

- ADDRESS SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND AT THE TIME OF BUILDING PERMIT ISSUANCE. ZIP CODE: 99354
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
- THE CITY OF RICHLAND'S STANDARD STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS.
- VILLAGE PARKWAY IS CLASSIFIED AS A "NEIGHBORHOOD COLLECTOR" ROAD, NO DRIVEWAY ACCESS IS ALLOWED DIRECTLY ONTO IT.

## ZONING COVENANT NOTE

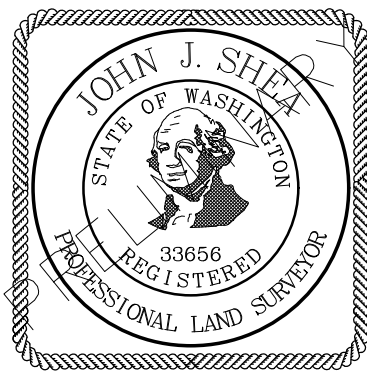
RESIDENTIAL DEVELOPMENT SHALL CONFORM TO THE STANDARDS CONTAINED IN THE R2-S-SINGLE FAMILY RESIDENTIAL SMALL LOT ZONING DISTRICT AS THEY EXIST NOW OR ARE HEREINAFTER AMENDED; ONLY DETACHED SINGLE FAMILY DWELLINGS SHALL BE PERMITTED. NO ONE-FAMILY ATTACHED DWELLINGS OR TWO-FAMILY DETACHED DWELLINGS SHALL BE PERMITTED WITHIN THE WILD CANYON PHASE 1 SUBDIVISION.

## SURVEYOR'S CERTIFICATE

I, JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THE PLAT OF WILD CANYON PHASE 1 AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN TO THE BEST OF MY BELIEF AND KNOWLEDGE AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON. THIS SURVEY WAS PREPARED AT THE REQUEST OF NORTH STONE RICHLAND, LLC IN MARCH 2018.

JOHN J. SHEA  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 33656

DATE



|                                                                                               |
|-----------------------------------------------------------------------------------------------|
| 2810 W. Clearwater Ave., Suite 201<br>Kennewick, WA 99336<br>p   509 783 2144 w   www.jub.com |
| Dwg Name: 30-11-040_Wild Canyon                                                               |
| Date: June 8, 2018                                                                            |
| Dr: DFG                                                                                       |
| Ch: JJS                                                                                       |
| Sheet 2 of 3                                                                                  |



## EXHIBIT B

(S2016-104 Wild Canyon)

**RICHLAND PLANNING COMMISSION  
TECHNICAL ADVISORY COMMITTEE REPORT (S2016-104)  
JANUARY 19, 2017**

APPLICANT: NORTHSTONE RICHLAND, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE  
33.31 ACRES INTO 121 RESIDENTIAL LOTS, (WILD CANYON).

LOCATION: HORN RAPIDS COMMUNITY, NORTH OF THE 3<sup>RD</sup>  
FAIRWAY, EAST OF THE 4<sup>TH</sup> FAIRWAY, SOUTH OF THE 5<sup>TH</sup>  
FAIRWAY AND WEST OF THE PLAT OF EAGLEWATCH.

ENGINEER: HDJ DESIGN GROUP

### TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

1. Approval of the Wild Canyon plat application is contingent upon and shall not take effect unless and until the project site has been rezoned to R2-S Medium Density Residential.
2. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
3. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
4. The following note shall be placed on the final plat(s): **“Lots within this plat are reserved for detached single family residences only. No duplexes or attached single family residences shall be permitted.”**

5. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.
6. A Secondary Emergency Vehicle Access (SEVA) road shall be constructed as depicted on the preliminary plat map of Wild Canyon. This SEVA road shall be blocked with bollards or gated in a manner that is acceptable to the Richland Fire Department and that would prevent non-emergency access from the project site across the golf course.
7. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.
8. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.
9. The applicant shall comply with City and state noise standards throughout the construction of the project.
10. If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contract the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

**Format, plans, permits drawings:**

11. The existing off-site easements and the plat of Grayhawk to the south of this property needs to be labeled on the pre-plat drawing.
12. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

13. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
14. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
15. Pursuant to Richland Municipal Code Section 12.08 any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal. The right of way construction permit requires indemnification of the City and provision of insurance meeting the requirements of the municipal code.
16. When the construction is substantially complete a paper set of “record drawings” shall be prepared by a licensed surveyor and include all changes and deviations from the approved permit design drawings. Please reference the Public Works document “RECORD DRAWING REQUIREMENTS & PROCEDURES” for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City’s standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
17. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
18. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Administration and Engineering Division at 942-7500 to schedule a pre-construction conference.
19. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24” x 36” drawing format to a scale which shall not be less than 1”= 40’.

20. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
21. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
22. This property will be serviced by the City of Richland's non-potable water system for all outdoor landscape irrigation needs. The designing Engineer shall submit plans for the proposed irrigation system to the City as part of his right-of-way permit application submittal. Easements shall be provided on the final plat for this system where needed.
23. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

**Design Standards:**

24. Public improvement design shall follow the following general format:
  - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
  - B. Storm sewer shall be aligned on the south and east side of street centerlines.
  - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
  - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
  - E. Water lines shall be aligned on the south and east side of street centerlines.
  - F. Watermains larger than 8-inches in diameter shall be ductile iron.
  - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
  - H. All watermains outside areas zoned R1 shall be ductile iron.
  - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
  - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
  - K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
  - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
  - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
  - N. The minimum centerline radius for local streets shall be 100-feet.



- O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
  - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
  - Q. A detailed grading plan shall be included in the submitted plan set.
  - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
  - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
  - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
  - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
  - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
  - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
  - X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
  - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
  - Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
25. 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.
26. 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.

### **Survey Monument Protections:**

- 27. 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 & Street Conditions:**

28. Village Parkway currently does not exist from the plat of Sandpiper to the second entrance off of SR240. If this section of Village Parkway is constructed by another project prior to phase 1 of Wild Canyon, its frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it is developed. If Village Parkway has not yet been constructed then phase 1 shall construct it from its terminus at Sandpiper to the second entrance location off of highway SR240. This work shall include construction of the second entrance itself within the SR240 Right-of-Way.
29. A ten-foot public utility easement along the Village Parkway frontage shall be provided on the face of the final plat.
30. A note will be shown on the face of the final plat stating that Village Parkway is classified as an "Arterial Collector street". Subsequently, no driveways accessing single family lots will be allowed onto it.
31. Street lights shall conform to the City's Material Specifications document (MSTSTRTLT5) and fixtures shall have the appropriate wattage and spacing for the roadway classification based on a "low" pedestrian conflict area. Copies of these documents are available upon request. Street light fixture wattages shall be shown on the plans.
32. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
33. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
34. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
35. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

### **Domestic Water:**

36. The Horn Rapids domestic water master plan shows a water connection between this preliminary plat and the plat of Quail Ridge to the north and west, and also to the plat of Grayhawk to the south (previously called the "Highlands"). It was determined that the water connection to Grayhawk was not needed as another connection elsewhere will be made, however the connection across the golf course to Quail Ridge will be needed. This connection shall be made during phase 4 (or with the phase that constructs the 48<sup>th</sup> lot) to eliminate a long dead end water line and also provide redundancy and eliminate stagnant water (or as needed to provide necessary fire flows). Easements shall be provided for the off-site water main and it shall be installed at standard depths below future road grades.
37. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
38. The fire hydrant layout shall be approved by the City Fire Marshal.

### **Sanitary Sewer:**

39. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
40. Sanitary sewer shall be extended to the plat boundary in line with the appropriate existing easements across the golf course. The west half of this project may need to drain west across the golf course to the plat of Quail Ridge, per the Horn Rapids sanitary sewer master plan.

### **Storm Water:**

41. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
42. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern



Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

43. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
44. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
45. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
46. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
47. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming

weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.

48. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
49. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

**Irrigation:**

50. The non-potable irrigation system supplying the Horn Rapids development and golf course is currently serviced by a single delivery point across SR240 near the Kingsgate Way intersection. Past analysis of the system indicated that a second connection to the irrigation water source north of SR240 was needed to support further development. This project shall design and construct this second connection. The available connection point lies north of SR240 on City-owned property that is currently leased for agricultural purposes. Construction of the required pipeline will be subject to the terms of the City's lease. The pipeline construction will also be subject to WSDOT permit requirements for crossing SR240.

**Final Platting / Project Acceptance Requirements:**

51. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punch list items shall be completed or financially guaranteed prior to recording of the final plat.
52. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal

description by the developer two weeks prior to the scheduled date of occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

53. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
54. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
55. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
56. A note shall be placed on the face of the plat that states: ***“The City of Richland’s standard for storm pond maintenance consists of semi-annual vegetation abatement and specifically does not include irrigation, landscaping or other aesthetic improvements.”***
57. A note shall be placed on the face of the plat that states: ***“All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.”***
58. A one-foot wide “No access / screening easement” will be required along the Village Parkway Right of Way.
59. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
60. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
61. Any restricted parking areas shall be indicated on the final plats.

## Exhibit C to Resolution No. 133-18

### SECURITY AND IMPROVEMENT AGREEMENT

THIS SECURITY AND IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **City of Richland**, a Washington municipal corporation ("City"), and **North Stone Richland, a Limited Liability Company** seeking final plat approval of Wild Canyon Phase 1 ("Developer"). City and Developer are referred to collectively as the "Parties."

#### I. RECITALS

WHEREAS, pursuant to Chapter 24.12 of the Richland Municipal Code (RMC), Developer has filed with the City an application for final plat approval of Wild Canyon Phase 1 (the "Project"); and

WHEREAS, the plat of Wild Canyon Phase 1 was given preliminary plat approval by the Richland City Council on December 18, 2013, subject to the conditions of approval listed in Technical Advisory Committee (TAC) Report and the applicable state and local development regulations in existence at the time; and

WHEREAS, RCW 58.17.170 provides that final plat approval shall be given by the City when the City finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of RCW 58.17, other applicable state laws, and any local ordinances in effect at the time of preliminary plat approval; and

WHEREAS, under circumstances where the improvements and land division work required by the RMC and the conditions of approval are not complete prior to a developer's application for final plat approval, RCW 58.17.130 and RMC 24.24.020 allow a developer to comply with the conditions of approval by entering into a secured agreement with the City to complete the improvements and land division work within a period of time specified by the City; and

WHEREAS, pursuant to RMC 24.12.090, upon receipt of a final plat application, the City Engineer is required to review the plat to determine whether minimum improvements have been provided as described by the RMC. If minimum improvements are lacking, the plat shall be rejected; and

WHEREAS, in consideration of final plat approval for the proposed Project by the City prior to completion of improvements, Developer desires to enter into this Agreement whereby Developer promises to install and complete, at its sole expense, all public improvement work required by the City for the proposed Project. Developer has secured this Agreement by improvements security required by RMC 24.24.020; and

WHEREAS, improvement plans and related specifications for the construction, installation and completion of the improvements identified herein have been prepared by the Developer, approved by the City, and are on file in the City's Public Works Department. Said improvement plans and related specifications are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval by the City of the Final Plat of Wild Canyon Phase 1, Developer and City agree as follows:

## II. AGREEMENT

### 1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. At its sole expense, Developer shall, in compliance with state law, the improvement plans approved pursuant to Right-of-Way Construction Permit No. PW-18-00703, and all applicable City standards, furnish, construct, install and guarantee the improvements described in the Wild Canyon Phase 1 preliminary plat, the Richland Municipal Code, and the conditions of approval (the "Improvements").
- b. Developer shall acquire and dedicate, or pay the cost of acquisition of, all rights-of-way, easements and other real property for the construction or installation of the improvements, free and clear of all liens and encumbrances.
- c. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all Improvements within twelve (12) months of the effective date of the agreement; provided, however, that if the City Engineer reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly subdivision of the surrounding area, the City Engineer shall give Developer not less than fifteen (15) calendar days' prior written notice to commence or accelerate installation and construction of improvements, or any portion thereof. The notice shall describe the work to be done by the Developer, the time within which the work will commence, and the period within which the work will be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time.
- d. If improvements to be constructed by Developer include monumentation, such monumentation shall be installed no later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- e. Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.
- f. Until any category of Improvements is accepted by the City, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their



completion and acceptance by the City.

- g. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by the federal, state, county, town or improvement district and all taxes required by law.
- h. Not less than fifteen (15) days prior to commencement of work on the Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

## 2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection for the Improvements by the City Engineer.
- b. Upon completion of the work on all or any category of the Improvements specified in Schedule A, the Developer may request a final inspection by the City Engineer. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements.
- c. Developer understands and agrees that no building permits for homes to be constructed on the lots located within Wild Canyon Phase 1 will be issued by the City of Richland Building Department until the minimum improvements identified in Schedule A are inspected and accepted by the City Engineer. Developer shall include this notice of restriction in all contracts for sale of lots within Wild Canyon Phase 1 to homebuilders until the restrictions of this subsection c. are no longer applicable.

## 3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by the City of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Developer, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Revised Code of Washington, Richland Municipal Code, or the Improvement Plans and related specifications, the Developer shall, without delay and without cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.
- b. Should the Developer fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement or reconstruction to be undertaken before the Developer can be notified, then the City may, at its discretion, make the necessary repairs or replacements or perform the necessary reconstruction. If the Developer's improvement security does not cover the total cost of

such repair, replacement or reconstruction, the Developer shall reimburse the City for any excess costs incurred.

- c. The security furnished for the Developer's obligation to construct and install the Improvements described herein shall not be reduced below ten percent (10%) unless and until a warranty bond is posted for the warranty period.

#### 4. TIME EXTENSIONS

- a. Upon a showing of the Developer of good cause, the date of commencement of work on the Improvements, or the duration of the Completion Period, may be extended by the City Engineer, with the written concurrence of the City Manager. As used herein, "Good Cause" may include, without limitation, delay resulting from an act of the City, acts of God or force majeure; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.
- b. A time extension may be granted without notice to any surety or sureties of the Developer and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.
- c. As a condition of any time extension provided for herein, the City Engineer, with the written concurrence of the City Manager, may require the Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

#### 5. IMPROVEMENT SECURITY

- a. Prior to the City's execution of this Agreement, Developer shall provide as security to the City an amount equal to one hundred fifty percent (150%) of the Estimated Total cost of the Improvements, Grading and Monumentation as set forth in Schedule A and in accordance with established City policy. With this security, the form of which shall be subject to City's prior approval, the Developer assures faithful performance under this agreement and guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements against any defective workmanship or material or any unsatisfactory performance pursuant to Section 3 hereof.
- b. Modifications of the Improvement Plans and related specifications, and modification of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of Improvements, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Developer shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred fifty percent (150%) of the revised Estimated Total Cost of the Improvements.

## 6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

- a. Partial release or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this section.
- b. Upon acceptance of all or any specified category of the Improvements, and upon request of the Developer, the improvement security may be reduced or released as follows:
  - i. Security for Performance and Guarantee: Security may be released incrementally following the completion and documentation of the completion of work and approval by the City Engineer. Securities will be released incrementally in conformance with Schedule A and only upon completion of all improvements in a related category of Schedule A. Unless the Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the one (1) year guarantee and warranty period specified in Section 3.A. nor until any claims filed during the one (1) year warranty period have been settled.
- c. If Developer's obligations relating to any Improvements, such as the water system or sewer system, are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was satisfactorily completed.

## 7. INDEMNIFICATION OF CITY BY DEVELOPER

- a. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement.
- b. Developer's obligations under this section are not conditioned or dependent upon the City, or its officers, agents and employees who prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project Improvements, or has insurance or other indemnification covering any of these matters.
- c. Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design

or construction of the Project, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Plat, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

#### 8. OWNERSHIP OF IMPROVEMENTS

Ownership of all or any category of the Improvements constructed and installed by the Developer pursuant to this Agreement shall vest in the City (or other specified governmental agency) upon acceptance of Improvements by the City (or other specified governmental agency).

#### 9. DEFAULT AND BREACH BY THE DEVELOPER AND REMEDIES OF THE CITY

- a. Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement:
  - i. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth herein;
  - ii. Failure to correct or cure any defect in the Improvements during the one (1) year guarantee and warranty period as required in Section 3.A.;
  - iii. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice from the City;
  - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
  - v. Commencement of a foreclosure action against the Project or any portion thereof, or any conveyance by the developer in lieu or in avoidance of foreclosure; or
  - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from the City.

- b. City reserves to itself all remedies available to it at law or in equity for any breach of Developer's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Developer's default.
- c. Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and consequently, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over the completing of the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.
- d. City may, without liability for doing so, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to entry by the City and its forces, including contractors, upon any real property in the Project owned by the Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.
- e. Developer acknowledges and agrees that, upon approval of the Final Plat, City will confer substantial rights upon the Developer, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement. Developer further acknowledges that any determination as to whether a reversion to acreage or rescission of approval of the Final Plat constitutes an adequate or necessary remedy for Developer's default shall be within the sole discretion of the City.
- f. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.
- g. If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if the Developer subsequently resumes and completes the work.

#### 10. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of the Developer's contractors, employees or agents, are or shall be deemed to be agents of the City in connection with the performance of Developer's obligations under this Agreement.



11. ASSIGNMENT

- a. Developer shall not assign this Agreement without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph a. shall be null and void and shall have no force or effect.
- b. The sale or other disposition of the Subdivision shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Project, or any portion thereof, to any other person or entity, the Developer may request a novation of this Agreement and substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Developer may request a release or reduction of the improvement security furnished pursuant to this Agreement.

12. NOTICES

- a. All notices required or provided for in this agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

|                 |                                                                       |
|-----------------|-----------------------------------------------------------------------|
| If to the City: | Richland City Engineer<br>505 Swift Blvd. MS-26<br>Richland, WA 99352 |
|-----------------|-----------------------------------------------------------------------|

|                      |                                                              |
|----------------------|--------------------------------------------------------------|
| If to the Developer: | North Stone Richland, LLC<br>PO Box 516<br>Stayton, OR 97383 |
|----------------------|--------------------------------------------------------------|

- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

13. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

14. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

16. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date of recordation of the Final Plat for Wild Canyon Phase 1, and shall remain in effect until expiration of the one (1) year warranty found in Section 3; provided, however, that Section 7 shall survive expiration of this Agreement.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

DEVELOPER – North Stone Richland, LLC



By: Ronald R. Bochslar as Manager of  
Santiam Development Co., LLC, Manager of  
North Stone Richland, LLC

Date: Aug 13, 2018

CITY OF RICHLAND

\_\_\_\_\_  
Cynthia D Reents, ICMA-CM  
Richland City Manager

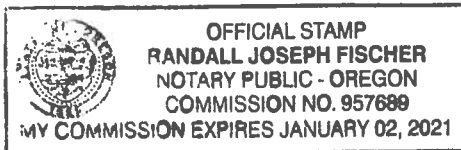
Approved as to Form:

\_\_\_\_\_  
Heather Kintzley, City Attorney

STATE OF OREGON )  
 ) ss.  
COUNTY OF LINN )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Ronnie R. BOCHSLER, \_\_\_\_\_ of **North Stone Richland, LLC**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of North Stone Richland, LLC for the uses and purposes therein stated.

Given under my hand and seal this 13 day of August, 2018.



Randall J. Fischer  
Notary Public  
Residing at: Silverton, Oregon  
My commission expires Jan. 02, 2021

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Cynthia D. Reents, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_

## Schedule A

Project Name: Wild Canyon phase 1

Developer: North Stone Richland, LLC

Name of person completing form: Bill Lulay

Date: 8/30/2018

| TYPE OF WORK                                 | COST PER FOOT/JOB        | Length/EA                                                                             | VALUE               |
|----------------------------------------------|--------------------------|---------------------------------------------------------------------------------------|---------------------|
| SURVEY -Perimeter staked; plat completed     | \$ 50.00/LOT             | 66                                                                                    | \$3,300.00          |
| EROSION CONTROL ENTRANCE                     | \$ 2,000.00 /LS          | 0                                                                                     | \$0.00              |
| IRRIGATION; misc backfill; piping installed  | Lump Sum                 | 1                                                                                     | \$ 5,000.00         |
| HYDROSEEDING                                 | LUMP SUM                 | 1                                                                                     | \$ 15,000.00        |
| Misc punch list                              | LS                       | 1                                                                                     | \$ 10,000.00        |
| FIRE HYDRANT + UP TO 25' WTR MAIN            | \$3,500.00 per hydrant   | 0                                                                                     | \$0.00              |
| WATER MAIN 6"                                | \$ 20.00 per foot        | 0                                                                                     | \$0.00              |
| WATER MAIN 8"                                | \$ 26.00 per foot        | 0                                                                                     | \$0.00              |
| WATER MAIN 12"                               | \$ 45.00 per foot        | 0                                                                                     | \$0.00              |
| ADJUST VALVE BOX                             | \$ 100.00 EA             | 0                                                                                     | \$0.00              |
| 1" WATER SERVICE                             | \$ 870.00 EA             | 0                                                                                     | \$0.00              |
| BLOW-OFF                                     |                          | 0                                                                                     |                     |
| AIR RELIEF VALVE                             |                          | 0                                                                                     |                     |
| 4" SEWER LATERAL                             | \$ 15.00 per foot        | 0                                                                                     | \$0.00              |
| SEWER MAIN 8"                                | \$ 25.00 per foot        | 0                                                                                     | \$0.00              |
| SEWER MAIN 10"                               |                          | 0                                                                                     |                     |
| SANITARY SEWER MANHOLE ADJUST                | \$ 200/EA                | 17                                                                                    | \$3,400.00          |
| misc valve adjust - irrigation and water     | \$80/Ea                  | 57                                                                                    | \$4,560.00          |
| STORM SEWER 10"                              | \$ 28.00 per foot        | 0                                                                                     | \$0.00              |
| STORM SEWER 12"                              | \$ 32.00 per foot        | 0                                                                                     | \$0.00              |
| SD MANHOLE                                   | \$ 2,000.00/EA           | 0                                                                                     | \$0.00              |
| DRYWELL                                      | \$ 5,299.00/EA           | 0                                                                                     | \$0.00              |
| ADJUST MANHOLE                               | \$ 200.00/EA             | 5                                                                                     | \$1,000.00          |
| CATCH BASINS                                 | \$1,115.00/EA            |                                                                                       | \$0.00              |
| SPILL CONTROL SEPARATOR (std. detail S-17)   |                          |                                                                                       |                     |
| STORM RETENTION BASIN                        |                          |                                                                                       |                     |
| GRAVEL ACCESS ROAD                           |                          |                                                                                       |                     |
| ELEC-backfill,pull string (all conduit       | LS                       | 1                                                                                     | \$20,000.00         |
| STREET LIGHT Installation- All on site       | LS                       | 1                                                                                     | \$5,000.00          |
| METERED LOAD CENTER PEDESTAL                 | \$ 500.00/EA             | 0                                                                                     | \$0.00              |
| JUNCTION BOX                                 | \$ 150.00/EA             | 0                                                                                     | \$0.00              |
| STREET LIGHT RELOCATE                        | \$2,000.00 per light     | 0                                                                                     | \$0.00              |
| RESIDENTIAL STREET (std. detail ST-13)       |                          |                                                                                       |                     |
| PERMANENT SIGNS                              | \$ 1500.00 /LS           |                                                                                       | \$0.00              |
| PAVING ; COST PER QUOTE incl SEVA            | \$ 28.57/LF              | 3500                                                                                  | \$100,000.00        |
| PEDESTRIAN RAMPS                             | \$ 500.00/EA             | 30                                                                                    | \$15,000.00         |
| 5' X 2' ADA TRUNCATED DOME                   | \$ 150.00/EA             | 30                                                                                    | \$4,500.00          |
| ** If sidewalk is installed with street, add | \$ 14.00 per foot/length | 781                                                                                   | \$10,934.00         |
| ARTERIAL STREET (std. detail ST-11)          |                          |                                                                                       |                     |
| PAVING, C&G (1/2 STREET -- 10 to 20')        | \$130.00 per foot/length | 0                                                                                     | \$0.00              |
| PAVING C&G FULL STREET                       | \$175.00 per foot/length | 0                                                                                     | \$0.00              |
| ** If sidewalk is installed with street, add | \$ 14.00 per foot/length | 0                                                                                     | \$0.00              |
|                                              |                          | <b>TOTAL</b>                                                                          | <b>\$197,694.00</b> |
|                                              |                          |  |                     |

Bill Lulay 8/30/18  
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## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

---

**Subject:**

Appointment to the Parks and Recreation Commission: Craig Sloughter

---

**Department:**  
City Attorney

**Ordinance/Resolution Number:**

**Document Type:**  
General Business Item

---

**Recommended Motion:**

Approve the appointment of Craig Sloughter to Position No. 6 on the Parks and Recreation Commission.

---

**Summary:**

Position No. 6 on the Parks and Recreation Commission is currently vacant and has an unexpired term until March 31, 2019.

Chair Gutierrez and Council Liaison Kent are recommending the appointment of Craig Sloughter to Position No. 6.

The term is effective September 18, 2018 and ends on March 31, 2019.

Candidate application packets are on file in the City Clerk's Office.

---

**Fiscal Impact:**

None.

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**Attachments:**

I. PRC Recommendation



City of Richland  
Parks and Public Facilities  
500 Amon Park Drive  
Richland, WA 99352  
(509) 942-7529  
richlandparksandrec.com

---

To: City Council

From: Parks and Recreation Commission Interview Panel

Date: August 31, 2018

Re: Commission Vacancy Interview

Cc: Parks and Public Facilities Director, Joe Schiessl

Two applications were received for the adult Parks and Recreation Commission Position No. 6. On Thursday, August 30, 2018 Parks and Recreation Chair Gutierrez, Council Liaison Kent and Parks and Public Facilities Recreation Manager Jackson conducted the interview.

Interview procedures were followed and no conflict of interest was identified.

As a result of the interview the recommendation was; Craig B. Slougher for Position No.6. The unexpired term for this position is until March 31, 2019.



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

---

**Subject:**

Appointment to the Richland Public Facilities District Board: Miriam Kerzner

---

**Department:**  
City Attorney

**Ordinance/Resolution Number:**

**Document Type:**  
General Business Item

---

**Recommended Motion:**

Approve appointment of Miriam Kerzner to Position No. 1 on the Richland Public Facilities District Board.

---

**Summary:**

The Richland Public Facilities District Board Position No. 1 has been vacant since August 7, 2017.

Richland City Council interviewed Ms. Kerzner on September 4, 2018 and asked that action be taken at the next council meeting regarding Ms. Kerzner's application.

The term for Position No. 1 is effective September 18, 2018 and runs through July 15, 2022.

Ms. Kerzner's application packet is on file with the City Clerk's Office.

---

**Fiscal Impact:**

None.

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**Attachments:**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

---

**Subject:**

Appointments to the Utility Advisory Committee: Harry Staven and Charles LoPresti

---

**Department:**  
City Attorney

**Ordinance/Resolution Number:**

**Document Type:**  
General Business Item

---

**Recommended Motion:**

Approved the appointment of Harry Staven to Position No. 2 and reappointment of Charles LoPresti to Position No. 6.

---

**Summary:**

The Utility Advisory Committee (UAC) positions currently held by Roy Keck (Position No. 2) and Charles Lo Presti (Position No. 6) will expire on September 30, 2018.

UAC Chair Porter and Council Liaisons Lemley and Lukson are recommending the appointment of Harry Staven to Position No. 2 and reappointment of Charles LoPresti to Position No. 6.

The terms for both positions are three (3) years, commencing on October 1, 2018 and ending September 30, 2021.

Candidate applications and resumes are on file in the City Clerk's Office.

---

**Fiscal Impact:**

None.

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**Attachments:**

I. UAC Recommendation

**Barham, Debby**

---

**From:** Daniel Porter <porterdw@charter.net>  
**Sent:** Thursday, August 30, 2018 1:58 PM  
**To:** Barham, Debby  
**Cc:** Whitney, Clinton  
**Subject:** UAC Candidate Recommendations

The UAC candidate interview panel interviewed three candidates on August 29, 2018, for open UAC positions 2 and 6. The panel included myself, UAC chairman and Clint Whitney, Staff Liaison, with Councilman Phillip Lemley, UAC Council Liaison, also in attendance. The candidates interviewed were Hank Kosmata, Charles LoPresti, and Harry Staven.

Based upon those interviews and the interview panel deliberations immediately following, the UAC recommends to the City Council the following appointments:

UAC position 2 - Harry Staven

UAC position 6 - Charles LoPresti

Please let me know if any additional information is needed.

Dan Porter  
UAC Chairman





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

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**Subject:**

Proclamation of Appreciation: Zachary Finch

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**Department:**

City Attorney

**Ordinance/Resolution Number:**

**Document Type:**

General Business Item

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**Recommended Motion:**

Approve the proclamation of appreciation for Zachary Finch for his volunteer service to the City of Richland.

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**Summary:**

Mr. Zachary Finch was appointed to the Parks and Recreation Commission on February 18, 2014 and served until his resignation effective July 27, 2018.

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**Fiscal Impact:**

None.

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**Attachments:**

I. Proclamation of Appreciation - Zachary Finch



**WHEREAS**, Zachary Finch was first appointed to the Parks and Recreation Commission on February 18, 2018 and served over four (4) years until July 25, 2018; and

**WHEREAS**, Mr. Finch faithfully dedicated his time, knowledge and talents for the benefit of the citizens of Richland.

**NOW, THEREFORE**, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to Zachary Finch the City's appreciation for the services Mr. Finch rendered during his tenure as a member of the Parks and Recreation Commission.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 18<sup>th</sup> day of September, 2018.

A handwritten signature in blue ink, reading 'Robert J. Thompson', is written over a horizontal line.

Robert J. Thompson  
Mayor of Richland



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

**Subject:**

Expenditures from August 27, 2018 - September 7, 2018 for \$5,405,145.88 including Check Nos. 260989-261403, Wire Nos. 7083-7097, Payroll Check Nos. 138158-138713, and Payroll Wire/ACH Nos. 10602-10631

**Department:**

Administrative Services

**Ordinance/Resolution Number:**

**Document Type:**

Expenditures

**Recommended Motion:**

Approve the expenditures from August 27, 2018, to September 7, 2018 in the amount of \$5,405,145.88.

**Summary:**

**Breakdown of Expenditures:**

|                    |               |                       |
|--------------------|---------------|-----------------------|
| Check Nos.         | 260989-261403 | 1,473,435.52          |
| Wire Nos.          | 7083-7097     | 1,380,546.55          |
| Payroll Check Nos. | 138158-138713 | 21,759.21             |
| Payroll Wires/ACH  | 10602-10631   | 2,529,404.60          |
| <b>TOTAL</b>       |               | <b>\$5,405,145.88</b> |

**Fiscal Impact:**

Yes

Total Disbursements: \$5,405,145.88.

**Attachments:**

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT  
SUMMARY OF WIRE TRANSFERS  
AUGUST 27 - SEPTEMBER 7, 2018

| Payee                                                                      | Wire Description                            | Amount                        |
|----------------------------------------------------------------------------|---------------------------------------------|-------------------------------|
| <b>Claim Wires - Wire No. 7083 to 7097</b>                                 |                                             |                               |
| AW Rehn Insurance                                                          | Fire Health Reimbursement Account           | 21,000.00                     |
| CIGNA Health/Matrix/QBE/VSP                                                | Insurance Claims                            | 503,311.36                    |
| Culbert Construction, Inc.                                                 | Queensgate CPT Improvement - Pay Estimate 3 | 850,432.93                    |
| Discovery Benefits                                                         | Section 125                                 | 3,548.81                      |
| Payment Processing, Inc.                                                   | Landfill Merchant Service Fees              | <u>2,253.45</u>               |
|                                                                            | Total Claim Wire Transfers                  | \$ 1,380,546.55               |
| <b>Payroll Wires &amp; Direct Deposits (ACH) - Wire No. 10602 to 10631</b> |                                             |                               |
| Payroll Wires *see description below                                       | Total Payroll Wire Transfers & Deposits     | <u>\$ 2,529,404.60</u>        |
| <b>Total Claim &amp; Payroll Wires/ACH</b>                                 |                                             | <u><u>\$ 3,909,951.15</u></u> |

\*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



## City Of Richland

VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                   | P.O. Number | Invoice Number         | Check # | Purpose of Purchase            | Invoice Amount    |
|------------------------------------------|-------------|------------------------|---------|--------------------------------|-------------------|
| <b>FUND 001</b>                          |             | <b>GENERAL FUND</b>    |         |                                |                   |
| <b>Division:</b>                         | 000         | UNASSIGNED             |         |                                |                   |
| BICKFORD, JEFF                           |             | 18-262 BICKFORD        | 261369  | 18-262 CRIMES AGAINST CHILD    | \$914.68          |
| CROSKREY, TOM                            |             | 18-345 CROSKREY        | 261377  | 18-345 CANDIDATE BACKGROUND    | \$655.50          |
| JUDGE, DARRYL                            |             | 18-263 JUDGE           | 261386  | 18-263 CRIMES AGAINST CHILD    | \$1,064.68        |
| PERMIT REFUND                            |             | MI-18-02150            | 261301  | OVERCHARGE OF CREDIT CARD      | \$2.00            |
| RECWARE REFUND                           |             | 081418                 | 261247  | REFUND CANCELLATION            | \$250.00          |
|                                          |             | 081418-                |         | REFUND CANCELLATION            | \$150.00          |
|                                          |             | 081618                 | 261266  | REFUND PARKS & RECREATION      | \$57.50           |
|                                          |             | 082018                 | 261246  | REFUND DEPOSIT                 | \$200.00          |
|                                          |             |                        |         | REFUND DEPOSIT                 | \$150.00          |
|                                          |             |                        | 261265  | REFUND DEPOSIT                 | \$200.00          |
|                                          |             |                        |         | REFUND DEPOSIT                 | \$150.00          |
|                                          |             |                        | 261271  | REFUND DEPOSIT                 | \$200.00          |
|                                          |             |                        |         | REFUND DEPOSIT                 | \$150.00          |
| WA STATE DEPARTMENT OF REVENUE           |             | 201900061              | 261236  | LEASEHOLD AUDIT ASSESSMENT     | \$1,041.00        |
| <b>UNASSIGNED TOTAL ****</b>             |             |                        |         |                                | <b>\$5,185.36</b> |
| <b>Division:</b>                         | 100         | CITY MANAGER           |         |                                |                   |
| REENTS, CYNTHIA                          |             | 18-329 REENTS          | 261269  | REIMB CLM WCMA SUMMER CONF     | \$311.44          |
| <b>CITY MANAGER TOTAL ****</b>           |             |                        |         |                                | <b>\$311.44</b>   |
| <b>Division:</b>                         | 101         | CITY CLERK             |         |                                |                   |
| TRI CITY HERALD                          | S018046     | 3750076                | 261399  | ORD #31-18 RAN ON 7/8/18       | \$27.19           |
|                                          | S018046     | 3750098                |         | ORD #33-18 RAN ON 7/8/18       | \$29.66           |
|                                          | S018046     | 3758940                |         | PHN 071718 COUNCIL RAN ON 7/15 | \$69.21           |
|                                          | S018046     | 3768789                |         | ORD #35-18 CDS RAN ON 7/22/18  | \$49.44           |
|                                          | S018046     | 3768796                |         | ORD #38-18 PW RAN ON 7/22/18   | \$37.08           |
|                                          | S018046     | 3768817                |         | ORD #37-18 PPF RAN ON 7/22/18  | \$32.13           |
|                                          | S018046     | 3768820                |         | ORD #36-18 PW RAN ON 7/22/18   | \$34.61           |
|                                          | S018046     | 3788809                |         | PHN 080718 CD RAN ON 8/5/18    | \$44.49           |
|                                          | S018046     | 3788844                |         | NOTICE OF PUBLIC HEARING RAN O | \$42.02           |
| <b>CITY CLERK TOTAL ****</b>             |             |                        |         |                                | <b>\$365.83</b>   |
| <b>Division:</b>                         | 102         | CITY ATTORNEY          |         |                                |                   |
| JOYCE ZIKER PARKINSON PLLC               |             | 50716                  | 261108  | TRAVELERS LITIGATION           | \$4,814.01        |
| OGDEN MURPHY WALLACE, PLLC               |             | 815768                 | 261159  | WIRELESS CODE                  | \$1,066.50        |
| <b>CITY ATTORNEY TOTAL ****</b>          |             |                        |         |                                | <b>\$5,880.51</b> |
| <b>Division:</b>                         | 110         | ASSISTANT CITY MANAGER |         |                                |                   |
| CITY OF RICHLAND                         |             | 18-330 AMUNDSON        | 261251  | REIB ADV TRAVEL WCMA AMUNDS    | \$311.44          |
| <b>ASSISTANT CITY MANAGER TOTAL ****</b> |             |                        |         |                                | <b>\$311.44</b>   |
| <b>Division:</b>                         | 112         | CABLE COMMUNICATIONS   |         |                                |                   |





## City Of Richland

VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                 | P.O. Number | Invoice Number   | Check # | Purpose of Purchase            | Invoice Amount    |
|----------------------------------------|-------------|------------------|---------|--------------------------------|-------------------|
| B & H PHOTO VIDEO PRO-AUDIO            | P059448     | 145781753        | 261285  | PEARSTONE USB 2.0 TYPE A MALE  | \$4.95            |
|                                        | P059448     |                  |         | BLACKMAGIC DESIGN TERANEX MINI | \$85.00           |
|                                        | P059448     |                  |         | BLACKMAGIC DESIGN WEB PRESENTE | \$495.00          |
|                                        | P059448     | 146334811        | 261367  | BLACKMAGIC DESIGN MICRO CONVER | \$39.00           |
| <b>CABLE COMMUNICATIONS TOTAL ****</b> |             |                  |         |                                | <b>\$623.95</b>   |
| <b>Division:</b> 120 FIRE              |             |                  |         |                                |                   |
| CASCADE FIRE EQUIPMENT CORP DBA        | P059415     | 123153A          | 261372  | TECGEN 51 LEVEL 1 COAT, (+2")  | \$286.70          |
|                                        | P059415     |                  |         | SHIPPING                       | \$14.03           |
|                                        | P059415     |                  |         | ADJUST FOR TAX                 | \$0.01            |
| D&D TELECOMMUNICATION PROPERTIES LLC   |             | 504              | 261040  | PERRY MONUMENT RD RENT-SEPT    | \$782.87          |
| MILLER PAINT COMPANY INC               |             | 30985737         | 261145  | STATION PAINT                  | \$275.35          |
| NORTHWEST SAFETY CLEAN                 |             | 18-21637         | 261155  | BUNKER COAT REPAIR             | \$261.00          |
| RICHLAND ACE HARDWARE                  |             | 216214/2         | 261173  | VELCRO                         | \$14.11           |
|                                        |             | 216221/2         |         | THREADLOCKER BLUE (E1714)      | \$4.98            |
|                                        |             | 63621/1          |         | MOUNTING TAPE                  | \$21.70           |
|                                        |             | 63656/1          |         | TAPING KNIFE/SPRAY TEXTURE     | \$48.84           |
|                                        |             | 63727/1          |         | TEXTURE SPRAY/SLIMPLUG         | \$28.75           |
| RINGOLD EMBROIDERY                     | P059418     | 566              | 261270  | #PC61T, 100% COTTON TEE, NAVY, | \$1,335.56        |
|                                        | P059418     |                  |         | #4850MP SWEATPANT, NAVY, W/RFD | \$153.03          |
|                                        | P059418     |                  |         | #ST310 SHORT, NAVY W/RFD LOGO  | \$175.93          |
|                                        | P059418     |                  |         | ADJUST FOR TAX                 | (\$0.01)          |
|                                        | P059418     |                  |         | PC61T TALL 3XL                 | \$62.99           |
|                                        | P059418     |                  |         | #ST310 SHORT, NAVY W/RFD LOGO  | \$78.74           |
|                                        | P059418     |                  |         | SCREENS                        | \$152.04          |
|                                        | P059418     |                  |         | #4850MP, SWEATPANT, NAVY, W/RF | \$158.56          |
|                                        | P059418     |                  |         | #PC61, 100% COTTON TEE, NAVY,  | \$155.30          |
|                                        | P059418     |                  |         | #PC61T, 100% COTTON TEE, NAVY, | \$452.32          |
|                                        | P059418     |                  |         | #K321 MOCK TEE, LONG SLEEVE, N | \$254.12          |
| SEW FABULOUS                           |             | 1352             | 261195  | PANTS HEMMED X 4               | \$64.98           |
|                                        |             | 1354             |         | PANTS HEMMED X3/NAME TAGS X6   | \$81.46           |
| <b>FIRE TOTAL ****</b>                 |             |                  |         |                                | <b>\$4,863.36</b> |
| <b>Division:</b> 130 POLICE            |             |                  |         |                                |                   |
| FRONTIER                               | S018049     | 08/18 2061882614 | 261313  | TELEPHONE CHARGE 8/19/18 -9/18 | \$68.96           |
| JUDGE, DARRYL                          |             | 18-372 JUDGE     | 261386  | 18-372 HLS SPECIAL AGENT ME    | \$38.00           |
| LARSEN GUNSMITHING & FIREARMS          | P059325     | 9455             | 261261  | BIANCHI #7335 EDW MOLLE        | \$72.76           |
| LN CURTIS & SONS                       | P059368     | INV209726        | 261263  | 1221258 SAFARI - MALE SBA 2.0  | \$515.85          |
|                                        | P059368     |                  |         | SHIPPING                       | \$11.67           |
|                                        | P059324     | INV211615        | 261387  | SCA-SM02-3A SAFARI CUSTOM - SU | \$863.37          |
|                                        | P059324     |                  |         | SCA-SM02-3A SAFARI CUSTOM - SU | \$863.37          |
|                                        | P059323     | INV212240        |         | SCA-SM02-3A SAFARI CUSTOM - SU | \$863.37          |



## City Of Richland

## VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                   | P.O. Number | Invoice Number         | Check # | Purpose of Purchase            | Invoice Amount     |
|------------------------------------------|-------------|------------------------|---------|--------------------------------|--------------------|
| LN CURTIS & SONS                         | P059323     | INV212240              | 261387  | SHIPPING                       | \$32.37            |
|                                          | P059323     |                        |         | SCA-SM02-3A SAFARI CUSTOM - SU | \$863.37           |
|                                          | P059323     |                        |         | SCA-SM02-3A SAFARI CUSTOM - SU | \$863.37           |
| MOON SECURITY SERVICES INC               |             | 939895                 | 261331  | RPD RANGE MONITORING           | \$59.90            |
| PARISH, JORY                             |             | 18-277 PARISH          | 261391  | 18-277 GLOCK ARMORER COURSE    | \$37.00            |
| SAN DIEGO POLICE EQUIPMENT CO            | P059037     | 633744                 | 261272  | FED-AE223J FEDERAL .223 55GR F | \$1,193.36         |
|                                          | P059037     |                        |         | ADJUST FOR TAX                 | \$0.01             |
| SOUND UNIFORM GROUP LLC                  | P058901     | 081418                 | 261201  | EMBNTAG - EMBROIDERED NAME TAG | \$8.69             |
|                                          | P058901     |                        |         | ZIP PKTS - ZIPPER SIDE ENTRY   | \$13.03            |
|                                          | P058901     |                        |         | UAZIPS - UNDERARM ZIPPERS W VE | \$27.15            |
|                                          | P058901     |                        |         | JMP93LTDN - SUMMER WEIGHT JUMP | \$407.25           |
|                                          | P058901     |                        |         | TASER POCKET - X-26 P - KANE   | \$48.87            |
|                                          | P058901     |                        |         | ESTIMATED SHIPPING             | \$20.09            |
| STOHEL, HYRUM                            |             | 18-339 STOHEL          | 261275  | REIMB LUNCH EV PICKUP STOHE    | \$14.00            |
| <b>POLICE TOTAL ****</b>                 |             |                        |         |                                | <b>\$6,885.81</b>  |
| <b>Division:</b>                         | 211         | FINANCE                |         |                                |                    |
| ALLIED ENVELOPE                          |             | 190372                 | 260995  | UTILITY BILLING WINDOW ENV     | \$902.47           |
|                                          |             | 190809                 | 261280  | UTILITY BILLING WINDOW ENV     | \$954.05           |
|                                          |             | 190810                 |         | UTILITY BILLING WINDOW ENV     | \$782.73           |
|                                          |             | 190812                 |         | UTILITY BILLING WINDOW ENV     | \$527.52           |
| WA STATE DEPARTMENT OF REVENUE           |             | 201900061              | 261236  | LEASEHOLD AUDIT ASSESSMENT     | \$47.00            |
| <b>FINANCE TOTAL ****</b>                |             |                        |         |                                | <b>\$3,213.77</b>  |
| <b>Division:</b>                         | 212         | PURCHASING             |         |                                |                    |
| PAPE' MATERIAL HANDLING                  |             | 99474800               | 261340  | FRKLIFT RENTAL 7/31-8/3/18     | \$1,175.32         |
| XEROX CORPORATION                        | S017810     | 094429133              | 261403  | XEROX 7855 LEASE FOR 2018, S/N | \$41.14            |
|                                          | S017810     |                        |         | XEROX 7855 LEASE FOR 2018, S/N | \$164.55           |
| <b>PURCHASING TOTAL ****</b>             |             |                        |         |                                | <b>\$1,381.01</b>  |
| <b>Division:</b>                         | 213         | INFORMATION TECHNOLOGY |         |                                |                    |
| BERRY DUNN MCNEIL & PARKER, LLC          | P058605     | 374610                 | 261013  | Professional Implementation    | \$7,980.00         |
|                                          | P058605     |                        |         | Estimated Travel for Implement | \$1,738.21         |
|                                          | P058605     | 374963                 |         | Professional Implementation    | \$3,420.00         |
| CERIUM NETWORKS INC                      | P059144     | 1071091                | 261026  | Cerium Networks Professional   | \$1,954.80         |
| COLUMBIA BASIN INFORMATION TECHNOLOGY    | P058663     | 1573                   | 261374  | MONTHLY SERVICE FEE INTERNET   | \$800.00           |
| <b>INFORMATION TECHNOLOGY TOTAL ****</b> |             |                        |         |                                | <b>\$15,893.01</b> |
| <b>Division:</b>                         | 220         | HUMAN RESOURCES        |         |                                |                    |
| CANON FINANCIAL SERVICES, INC            |             | 19112295               | 261293  | CANON-PAPERDECK-XLG04987-AUG   | \$28.00            |
| EMPLOYMENT SCREENING SERVICES, INC       |             | 40335941194            | 261059  | BACKGROUND/REFERENCE CHECKS    | \$175.50           |
|                                          |             | 40339941627            |         | BACKGROUND/REFERENCE CHECKS    | \$55.00            |
|                                          |             | 40376341194            | 261307  | BACKGROUND CHECKS              | \$110.00           |
| FOSTER PEPPER PLLC                       |             | 081618                 | 261256  | CIVIL SERVICE CONF REG RP/LP   | \$350.00           |



## City Of Richland

## VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                         | P.O. Number | Invoice Number                 | Check # | Purpose of Purchase            | Invoice Amount    |
|------------------------------------------------|-------------|--------------------------------|---------|--------------------------------|-------------------|
| MOON, TAE-IM PHD                               |             | 081418                         | 261332  | PSYCH EVALUATION-C. MCCABE     | \$800.00          |
| <b>HUMAN RESOURCES TOTAL ****</b>              |             |                                |         |                                | <b>\$1,518.50</b> |
| <b>Division:</b>                               | 301         | DEVELOPMENT SERVICES           |         |                                |                   |
| AVANTECH INC                                   | S018034     | 18-3006                        | 261008  | TRACEY PELOQUIN - CLERICAL     | \$229.32          |
|                                                | S018034     | 18-3027                        | 261366  | TRACEY PELOQUIN - CLERICAL     | \$726.18          |
| RGW ENTERPRISES PC                             | P058953     | 07/18 PM HOURS                 | 261346  | AMD #1 - INCREASE FEE FOR SERV | \$400.00          |
| TRI CITY HERALD                                | S018046     | 3735747                        | 261399  | PHN 071918 BOARD OF ADJUSTMENT | \$49.44           |
| <b>DEVELOPMENT SERVICES TOTAL ****</b>         |             |                                |         |                                | <b>\$1,404.94</b> |
| <b>Division:</b>                               | 302         | REDEVELOPMENT                  |         |                                |                   |
| MULLINS, DAVID C.                              |             | 00039                          | 261333  | UPTWON MURAL GRAFFITI REPAIR   | \$266.90          |
| <b>REDEVELOPMENT TOTAL ****</b>                |             |                                |         |                                | <b>\$266.90</b>   |
| <b>Division:</b>                               | 303         | LIBRARY                        |         |                                |                   |
| FRONTIER                                       | S018032     | 8/18 5099433152                | 261068  | TELEPHONE CHARGE FROM 8/4/18-9 | \$378.39          |
| OCLC INC                                       |             | 0000615396                     | 261157  | CATALOGING SRVCS - JULY        | \$1,098.79        |
| PERFECTION GLASS                               |             | 9993668024                     | 261162  | ADA DOOR REPAIR                | \$173.76          |
| XEROX CORPORATION                              |             | 094022696                      | 261243  | 7HB-469027 BASE/PRINTS-AUG     | \$10.86           |
|                                                |             | 094022753                      |         | LX5-692917 BASE/PRINTS-JULY    | \$438.18          |
|                                                |             | 094022754                      |         | LX5-692939 BASE/PRINTS-JULY    | \$174.20          |
|                                                |             | 094022755                      |         | LX5-692946 BASE/PRINTS-JULY    | \$297.06          |
|                                                |             | 094140100                      |         | LX5-692943 BASE/PRINTS-JULY    | \$167.73          |
| <b>LIBRARY TOTAL ****</b>                      |             |                                |         |                                | <b>\$2,738.97</b> |
| <b>Division:</b>                               | 331         | PARKS & REC - RECREATION       |         |                                |                   |
| AVANTECH INC                                   | S018048     | 18-3029                        | 261366  | DAWN MACDONALD, INSTRUCTOR     | \$233.52          |
|                                                | S018048     |                                |         | SHARON VAN HOUTT, INSTRUCTOR   | \$133.44          |
|                                                | S018048     |                                |         | JOHN FLEMING, INSTRUCTOR       | \$233.52          |
| FRONTIER                                       | S018049     | 08/18 2061882614               | 261313  | TELEPHONE CHARGE 8/19/18 -9/18 | \$194.82          |
|                                                | S018049     | 08/18 5099464177               |         | TELEPHONE CHARGE 8/19/18 - 9/1 | \$72.07           |
| RICHLAND ACE HARDWARE                          |             | 63710/1                        | 261173  | AA BATTERIES                   | \$14.11           |
| XEROX CORPORATION                              |             | 094022741                      | 261243  | MX4-322135 BASE/PRINTS-JULY    | \$231.35          |
|                                                |             |                                |         | MX4-322135 BASE/PRINTS-JULY    | \$93.10           |
| <b>PARKS &amp; REC - RECREATION TOTAL ****</b> |             |                                |         |                                | <b>\$1,205.93</b> |
| <b>Division:</b>                               | 335         | PARKS & REC - PARKS&FACILITIES |         |                                |                   |
| DESERT GREEN TURF INC                          | P059047     | 10276B-                        | 261050  | FRAISE, ROTODAIN AND LAZER LEV | \$1,489.19        |
| FRONTIER                                       | S018049     | 08/18 2061882614               | 261313  | TELEPHONE CHARGE 8/19/18 -9/18 | \$32.57           |
|                                                | S018049     |                                |         | TELEPHONE CHARGE 8/19/18 -9/18 | \$1,115.84        |
| GRAINGER                                       | S018040     | 9864731451                     | 261072  | SHARPS CONTAINER ITEM #2TUW7   | \$73.76           |
|                                                | S018040     | 9872135117                     |         | TONE GEN/PROBE KIT ITEM #36TV4 | \$257.25          |
| GTP INVESTMENTS LLC                            | P058743     | 405415022                      | 261384  | BADGER MTN LEASE FOR CITY CEL  | \$312.50          |
| MOON SECURITY SERVICES INC                     |             | 939623                         | 261331  | BASIC FIRE MONITOR LIBRARY     | \$36.00           |
|                                                |             | 940364                         |         | ST#74 CELL GSM FIRE B/U        | \$50.00           |



## City Of Richland

## VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                                   | P.O. Number | Invoice Number                     | Check # | Purpose of Purchase            | Invoice Amount     |
|----------------------------------------------------------|-------------|------------------------------------|---------|--------------------------------|--------------------|
| MOON SECURITY SERVICES INC                               |             | 940740                             | 261331  | BASIC FIRE MONITORING CREST    | \$59.00            |
|                                                          |             | 942027                             |         | BASIC FIRE MONITORING          | \$36.00            |
|                                                          |             |                                    |         | BASIC FIRE MONITORING          | \$33.00            |
| WILBUR ELLIS COMPANY                                     | S018035     | 12142176                           | 261241  | PROSTAR 70 WG                  | \$1,268.99         |
|                                                          | S018035     | 12150160                           |         | 10 2.5 GALLONS OF FOUNDATION   | \$1,710.45         |
| <b>PARKS &amp; REC - PARKS&amp;FACILITIES TOTAL ****</b> |             |                                    |         |                                | <b>\$6,474.55</b>  |
| <b>Division:</b>                                         | 338         | PARKS & REC - PROJECT ADMIN        |         |                                |                    |
| AVANTECH INC                                             | S018033     | 18-3007                            | 261008  | SEASONAL PARK RANGERS 2018     | \$1,000.88         |
|                                                          | S018033     | 18-3012                            |         | SEASONAL PARK RANGERS 2018     | \$1,269.54         |
|                                                          | S018033     | 18-3028                            | 261366  | SEASONAL PARK RANGERS 2018     | \$1,361.54         |
| SWEENEY, DARRIN                                          |             | 18-285 SWEENEY                     | 261398  | 18-285 WCIA RISK MANAGING P    | \$69.00            |
| <b>PARKS &amp; REC - PROJECT ADMIN TOTAL ****</b>        |             |                                    |         |                                | <b>\$3,700.96</b>  |
| <b>GENERAL FUND Total ***</b>                            |             |                                    |         |                                | <b>\$62,226.24</b> |
| <b>FUND</b>                                              | <b>101</b>  | <b>CITY STREETS</b>                |         |                                |                    |
| <b>Division:</b>                                         | 401         | STREETS MAINTENANCE                |         |                                |                    |
| BEAVER BARK & ROCK                                       |             | 897474                             | 261287  | CONCRETE                       | \$607.01           |
|                                                          |             | 901222                             | 261010  | CONCRETE                       | \$183.51           |
| FRONTIER                                                 | S018049     | 08/18 2061882614                   | 261313  | TELEPHONE CHARGE 8/19/18 -9/18 | \$89.56            |
| GRANITE CONSTRUCTION COMPANY                             | P059520     | 1432076                            | 261382  | 1/2" HMA 64-28, INV #1432076   | \$170.83           |
|                                                          | P059520     |                                    |         | 1/2" HMA 64-28, INV #1432076   | \$146.83           |
|                                                          | P059520     |                                    |         | 1/2" HMA 64-28, INV #1432076   | \$141.18           |
|                                                          | P059520     |                                    |         | 1/2" HMA 64-28, INV #1432076   | \$435.54           |
| GTP INVESTMENTS LLC                                      | P058743     | 405415022                          | 261384  | BADGER MTN LEASE FOR CITYY CEL | \$200.00           |
| HERC RENTALS INC                                         |             | 30218641-001                       | 261315  | LIQUID PROPANE 10.2 GAL        | \$44.20            |
| NORTHWEST SIGN RECYCLING LLC                             |             | 3063                               | 261156  | HYDROSTRIPPING                 | \$127.85           |
| PRODIGY HOMES, INC.                                      |             | 3162                               | 261165  | 390 QUEENSGATE REIMBURSEMENT   | \$2,947.95         |
| STONEWAY ELECTRIC SUPPLY                                 |             | S102484648.001                     | 261205  | RELAY AND COIL LED AND TEST    | \$13.79            |
| UNITED PARCEL SERVICE                                    | S018043     | 000986641348                       | 261231  | COLLECT PKG FROM ATHENS TECH F | \$22.34            |
| <b>STREETS MAINTENANCE TOTAL ****</b>                    |             |                                    |         |                                | <b>\$5,130.59</b>  |
| <b>CITY STREETS Total ***</b>                            |             |                                    |         |                                | <b>\$5,130.59</b>  |
| <b>FUND</b>                                              | <b>112</b>  | <b>INDUSTRIAL DEVELOPMENT FUND</b> |         |                                |                    |
| <b>Division:</b>                                         | 305         | ECONOMIC DEVELOPMENT               |         |                                |                    |
| RGW ENTERPRISES PC                                       | P058953     | 07/18 PM HOURS                     | 261346  | PROJECT MGMT 2018 CONTRACT #5  | \$3,290.00         |
|                                                          | P058952     | 07/18-ENG/DRF HR                   |         | IDF ENGINEERING SERVICES 2018  | \$3,592.50         |
| <b>ECONOMIC DEVELOPMENT TOTAL ****</b>                   |             |                                    |         |                                | <b>\$6,882.50</b>  |
| <b>Division:</b>                                         | 306         | ECONOMIC DEVELOPMENT PROJECTS      |         |                                |                    |
| JUB ENGINEERS INC                                        | P058954     | 119050                             | 261109  | HORN RAPIDS COMMERCIAL PARK    | \$6,046.50         |



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| PERMIT SURVEYING INC                            |             | 17015-1.INV                         | 261342  | HR INDUSTRIAL COMPLEX SURVEY   | \$2,970.00         |
|                                                 |             | 17159-4.INV                         |         | LOGSTON RELINQUISHMENT         | \$6,320.00         |
|                                                 |             | 18088-1.INV                         |         | RECORD SURVEY-COLEMAN OIL      | \$3,292.50         |
| RGW ENTERPRISES PC                              | P058952     | 07/18 LRF ENG/DRF                   | 261346  | ENGINEERING RELATED TO LAND SA | \$1,200.00         |
|                                                 | P058952     | 07/18-ENG/DRF HR                    |         | ENGINEERING RELATED TO LAND SA | \$2,400.00         |
| <b>ECONOMIC DEVELOPMENT PROJECTS TOTAL ****</b> |             |                                     |         |                                | <b>\$22,229.00</b> |
| <b>INDUSTRIAL DEVELOPMENT FUND Total ***</b>    |             |                                     |         |                                | <b>\$29,111.50</b> |
| <b>FUND 117</b>                                 |             | <b>CRIMINAL JUSTICE SALES TAX</b>   |         |                                |                    |
| <b>Division:</b>                                | 131         | <b>CJST POLICE ACTIVITY</b>         |         |                                |                    |
| BICKFORD, JEFF                                  |             | 18-262 BICKFORD                     | 261369  | 18-262 CRIMES AGAINST CHILD    | \$73.18            |
| CITY OF RICHLAND                                |             |                                     | 261373  | 18-262 CRIMES AGAINST CHILD    | \$914.68           |
|                                                 |             | 18-263 JUDGE                        |         | 18-263 CRIMES AGAINST CHILD    | \$1,064.68         |
|                                                 |             | 18-345 CROSKREY                     |         | 18-345 CANDIDATE BACKGROUND    | \$655.50           |
| CROSKREY, TOM                                   |             |                                     | 261377  | 18-345 CANDIDATE BACKGROUND    | \$47.65            |
| JUDGE, DARRYL                                   |             | 18-263 JUDGE                        | 261386  | 18-263 CRIMES AGAINST CHILD    | \$22.50            |
| LN CURTIS & SONS                                | P059324     | INV211615                           | 261387  | SCA-SM02-3A SAFARI CUSTOM - SU | \$863.37           |
|                                                 | P059324     |                                     |         | SHIPPING                       | \$32.37            |
| MOTOROLA SOLUTIONS INC                          | P059433     | 16007183                            | 261264  | Q498AX ENH: ASTRO 25 OTAR      | \$1,349.31         |
| SAN DIEGO POLICE EQUIPMENT CO                   | P059296     | 634053                              | 261393  | FED-AE9FP FEDERAL 9MM 147GR FM | \$2,909.30         |
| <b>CJST POLICE ACTIVITY TOTAL ****</b>          |             |                                     |         |                                | <b>\$7,932.54</b>  |
| <b>CRIMINAL JUSTICE SALES TAX Total ***</b>     |             |                                     |         |                                | <b>\$7,932.54</b>  |
| <b>FUND 153</b>                                 |             | <b>COMMUNITY DEV BLOCK GRANT</b>    |         |                                |                    |
| <b>Division:</b>                                | 308         | <b>CDBG PROGRAM</b>                 |         |                                |                    |
| TRI CITY HERALD                                 | S018047     | 3749179                             | 261399  | PUBLIC HEARING USE OF FEDERAL  | \$100.00           |
| <b>CDBG PROGRAM TOTAL ****</b>                  |             |                                     |         |                                | <b>\$100.00</b>    |
| <b>COMMUNITY DEV BLOCK GRANT Total ***</b>      |             |                                     |         |                                | <b>\$100.00</b>    |
| <b>FUND 154</b>                                 |             | <b>HOME FUND</b>                    |         |                                |                    |
| <b>Division:</b>                                | 309         | <b>HOME PROGRAM</b>                 |         |                                |                    |
| TRI CITY HERALD                                 | S018047     | 3749179                             | 261399  | PUBLIC HEARING USE OF FEDERAL  | \$100.00           |
| <b>HOME PROGRAM TOTAL ****</b>                  |             |                                     |         |                                | <b>\$100.00</b>    |
| <b>HOME FUND Total ***</b>                      |             |                                     |         |                                | <b>\$100.00</b>    |
| <b>FUND 301</b>                                 |             | <b>STREETS CAPITAL CONSTRUCTION</b> |         |                                |                    |
| <b>Division:</b>                                | 402         | <b>ARTERIAL STREETS</b>             |         |                                |                    |
| AAA CONCRETE, INC                               | P059522     | 170                                 | 261362  | 5.5 SACK MIXED CONCRETE, INV # | \$477.84           |
|                                                 | P059522     |                                     |         | DELVO ADDITIVE, INV #170 7/31  | \$10.43            |
|                                                 | P059522     |                                     |         | 5.5 SACK MIXED CONCRETE, INV # | \$477.84           |





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|-------------------------------------------|----------------------------------|---------------------------------|---------|--------------------------------|----------------|
| AAA CONCRETE, INC                         | P059522                          | 170                             | 261362  | STAND-BY TIME, INV #170 7/31/  | \$22.59        |
|                                           | P059522                          |                                 |         | DELVO ADDITIVE, INV #170 7/31  | \$10.43        |
|                                           | P059522                          | 178                             |         | DELVO ADDITIVE, INV #178 8/16  | \$10.43        |
|                                           | P059522                          |                                 |         | DELVO ADDITIVE, INV #178 8/16  | \$10.43        |
|                                           | P059522                          |                                 |         | 5.5 SACK MIXED CONCRETE, INV # | \$537.57       |
|                                           | P059522                          |                                 |         | STAND-BY TIME, INV #178 8/16/  | \$49.70        |
|                                           | P059522                          |                                 |         | 5.5 SACK MIXED CONCRETE, INV # | \$477.84       |
|                                           | P059522                          |                                 |         | 5.5 SACK MIXED CONCRETE, INV # | \$477.84       |
|                                           | P059522                          |                                 |         | 5.5 SACK MIXED CONCRETE, INV # | \$477.84       |
|                                           | P059522                          |                                 |         | STAND-BY TIME, INV #178 8/16/  | \$38.40        |
|                                           | P059522                          |                                 |         | 5.5 SACK MIXED CONCRETE, INV # | \$597.30       |
|                                           | P059522                          |                                 |         | 5.5 SACK MIXED CONCRETE, INV # | \$716.76       |
|                                           | P059522                          |                                 |         | DELVO ADDITIVE, INV #178 8/16  | \$10.43        |
|                                           | P059522                          |                                 |         | DELVO ADDITIVE, INV #178 8/16  | \$10.43        |
|                                           | P059522                          |                                 |         | DELVO ADDITIVE, INV #178 8/16  | \$10.43        |
|                                           | P059522                          |                                 |         | DELVO ADDITIVE, INV #178 8/16  | \$10.43        |
| AMERICAN ROCK PRODUCTS INC                | P059521                          | 353349                          | 261364  | 3550 PSI EXTERIOR, INV #353349 | \$438.74       |
|                                           | P059521                          |                                 |         | ENV SURCHARGE, INV #353349 7/  | \$8.69         |
|                                           | P059521                          |                                 |         | DEVO-M.B., INV #353349 7/26/1  | \$21.72        |
| BOYER, GRANT                              |                                  | 08/02/18 SIWLK RE               | 261015  | SDEWLK REP REIMB @25% 608 TORB | \$349.08       |
| CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY |                                  | 110222606                       | 261024  | PALLET/BLOCK                   | \$256.46       |
| IMT INC                                   | P059084                          | 9896                            | 261084  | DUPORTAIL BRIDGE - 2018 MATERI | \$4,459.50     |
| JUB ENGINEERS INC                         | P057843                          | 116485                          | 261109  | AMENDMENT #2 - ADDITIONAL SERV | \$1,230.00     |
| RICHLAND ACE HARDWARE                     |                                  | 63479/1                         | 261173  | LIQUID NAILS/SEED              | \$67.26        |
|                                           |                                  | 63552/1                         |         | SCREWS                         | \$21.71        |
|                                           |                                  | 63636/1                         |         | LIQUID NAILS/SEED              | \$21.67        |
| WA STATE DEPT OF TRANSPORTATION           |                                  | RE-313ATB80813094               | 261237  | DUPORTAIL BRIDGE - EEOMBE 7/18 | \$46.10        |
| ARTERIAL STREETS TOTAL ****               |                                  |                                 |         |                                | \$11,355.89    |
| STREETS CAPITAL CONSTRUCTION Total ***    |                                  |                                 |         |                                | \$11,355.89    |
| <b>FUND 380</b>                           | <b>PARK PROJECT CONSTRUCTION</b> |                                 |         |                                |                |
| <b>Division:</b>                          | 337                              | <b>PARKS &amp; REC PROJECTS</b> |         |                                |                |
| AHBL, INC                                 | P059081                          | 108967                          | 261363  | PROVIDE ENGINEERING SERVICES F | \$7,556.25     |
| D & D TRI RIVERS EXCAVATING INC           | P059378                          | 24337                           | 261379  | SUPPLY AND DELIVER 240 BOULDER | \$10,425.60    |
|                                           | S018023                          | 24338                           |         | SUPPLY AND DELIVER 75 BOULDERS | \$3,583.80     |
| MUSCO SPORTS LIGHTINNG LLC                | P059268                          | 312178                          | 261147  | MUSCO LIGHT SYSTEM FOR COLUMBI | \$52,996.80    |
|                                           | P059273                          | 312179                          |         | FIELD LIGHTS FOR FIELD 5 AT    | \$205,036.80   |
| TAPANI UNDERGROUND INC                    | P059354                          | 16928                           | 261213  | COLUMBIA PLAYFIELD BASKETBALL  | \$60,398.80    |
| PARKS & REC PROJECTS TOTAL ****           |                                  |                                 |         |                                | \$339,998.05   |



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| PARK PROJECT CONSTRUCTION Total ***      |                       |                |         |                                | \$339,998.05   |
| FUND 401                                 | ELECTRIC UTILITY FUND |                |         |                                |                |
| Division:                                | 000                   |                |         |                                |                |
| ANIXTER INC                              | S017976               | 3943549-00     | 261365  | TEST SWITCH 3 PH, 10 POLE F/C, | \$6,516.00     |
|                                          | P058949               | 3966220-00     | 261000  | TAPE PHASING - WHITE, 3M 35,   | \$37.47        |
|                                          | P059453               | 3989077-00     | 261365  | INSULATOR, STRAIN, CLASS 54-3  | \$134.66       |
|                                          | P059453               |                |         | INSULATOR PIN, CLASS 55-3, SKY | \$999.10       |
|                                          | P059423               | 3989155-00     |         | PULLING LUBE LIQUID 1GAL,PJ128 | \$153.13       |
|                                          | P059423               |                |         | GUARD, ANIMAL-SQUIRREL,BIRD    | \$92.04        |
|                                          | P059423               |                |         | INHIBITOR DE-OX, OXIDE INHIBIT | \$74.28        |
|                                          | P059484               | 3989964-00     |         | INSULATED PROTECTIVE CAP 200A  | \$13,975.46    |
|                                          | P059484               |                |         | TERM, JACKETED 750, 3M QT III  | \$5,180.22     |
|                                          | P059484               |                |         | PRICE ADJUST ON ITEM #8453     | (\$12.12)      |
|                                          | P059484               |                |         | TERM, JACKETED 1/0 SEALING KIT | \$1,787.66     |
|                                          | P059484               |                |         | ELBOW, LOADBREAK, 1/0 STR,     | \$22,006.16    |
|                                          | P059484               |                |         | LOADBREAK BUSHING INSERT XFMR  | \$461.55       |
|                                          | P059484               |                |         | TERM, JACKETED, T-BODY JACKET  | \$268.79       |
|                                          | P059484               |                |         | FEED-THRU, 15KV, 200A          | \$1,703.93     |
| CARLSON SALES METERING SOLUTIONS LLC     | S018010               | CSM-3906       | 261371  | METER, FRM 2S, 240V,CL200,1PH, | \$6,255.36     |
|                                          | S018010               |                |         | METER, FM3S, 240V, CL20, KWH   | \$1,537.78     |
| CONSOLIDATED ELECTRICAL DISTRIBUTORS INC | P059421               | 3627-595775    | 261034  | TAPE PHASING - BLUE, 3M 35,    | \$238.49       |
|                                          | P059421               |                |         | TAPE PHASING - RED, 3M 35,     | \$238.49       |
|                                          | P059421               |                |         | ADJUST FOR TAX                 | (\$0.01)       |
|                                          | P059421               |                |         | TAPE 3M 88, 1 1/2 X 44FT       | \$1,242.38     |
|                                          | P059421               |                |         | TAPE PHASING - YELLOW, 3M 35,  | \$238.49       |
|                                          | P059421               | 3627-596582    |         | SHIPPING                       | \$15.46        |
|                                          | P059421               |                |         | ROPE HAND LINE, 1/2", POLY/DAC | \$136.84       |
| GENERAL PACIFIC INC                      | P059256               | 1311744        | 261070  | SWITCHGEAR, S&C PMH-10,        | \$13,009.19    |
|                                          | P059256               |                |         | SWITCHGEAR, S&C PMH-11,        | \$26,997.96    |
|                                          | P059256               |                |         | SWITCHGEAR, DEADFRONT, PSE-9   | \$60,303.41    |
|                                          | P059256               |                |         | SWITCHGEAR, S&C PMH-09,        | \$31,871.93    |
|                                          | P059232               | 1312140        |         | SLEEVE SHRINK END CAP 750-1500 | \$106.21       |
|                                          | P059232               |                |         | SLEEVE, COPPER 1/0 - 250 MCM,  | \$583.83       |
|                                          | P059232               |                |         | SLEEVE SHRINK,.750-.220 X 9",  | \$373.58       |
|                                          | P059232               |                |         | SLEEVE INSULATED #6-#4,        | \$44.53        |
|                                          | P059232               |                |         | SLEEVE INSULATED, #2 STRANDED, | \$44.53        |
|                                          | P059232               |                |         | SLEEVE INSULATED, 1/0-1/0,     | \$44.53        |
|                                          | P059232               |                |         | SLEEVE 2/0 TRIPLEX NEUTRAL, #1 | \$143.35       |
|                                          | P059232               |                |         | SLEEVE, SERVICE #4/0-500,      | \$275.30       |
|                                          | P059232               |                |         | SLEEVE INSULATED, #6-#2,       | \$44.53        |



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| GENERAL PACIFIC INC              | P059483                | 1312953                | 261381  | T-BODY TAP PLUG, HUBBELL       | \$3,554.70                |
| GRAYBAR ELECTRIC CO INC          | S017886                | 9305429390             | 261074  | CONN, CT UTILCO PED 6-500,     | \$241.35                  |
| H2 PRE-CAST INC                  | P059196                | 139984                 | 261076  | VAULT COVER,V3,24X36 STEEL     | \$2,850.75                |
| NORTH COAST ELECTRIC COMPANY     | P059422                | S8738199.001           | 261153  | TIE, CABLE, 5.9" MIN, BLACK    | \$31.06                   |
|                                  | P059422                |                        |         | SEALANT SCOTCHKOTE COATING,    | \$274.11                  |
|                                  | P059422                |                        |         | ROPE PULL LINE, POLYPROP, 500# | \$245.13                  |
|                                  | P059422                |                        |         | TIE, CABLE, 11" MIN, HVY DUTY  | \$105.89                  |
|                                  | P059422                |                        |         | TIE, CABLE, 7.9" MIN, BLACK    | \$76.45                   |
|                                  | P059422                |                        |         | ADJUSTMENT                     | \$0.18                    |
|                                  | P059422                |                        |         | CLEANER CO CONTACT, PLASTIC    | \$580.97                  |
|                                  | P059422                | S8738199.002           | 261337  | TIE, CABLE, 11" MIN, BLACK     | \$188.31                  |
|                                  | WESCO DISTRIBUTION INC | S017951                | 884300  | 261277                         | SWITCH,900A, 15 KV 3-POLE |
| S017951                          |                        | 884301                 |         | SWITCH,900A, 15 KV 3-POLE      | \$7,927.80                |
| P059431                          |                        | 884302                 |         | CLAMP DEADEND, AUTO 336-477    | \$867.71                  |
| P059431                          |                        |                        |         | CLAMP AL HOT LINE 4/0-336 ACSR | \$1,113.69                |
| P059431                          |                        |                        |         | ADJUST TAX                     | \$0.01                    |
| P059431                          |                        |                        |         | CLAMP, HOTLINE BRONZE HUBBELL  | \$792.78                  |
| P059431                          |                        |                        |         | STIRRUP #6-2/0 MECH BZ HUBBELL | \$504.99                  |
| P059431                          |                        | 884303                 |         | ARRESTER, RISER POLE, METAL    | \$1,254.98                |
| TOTAL****                        |                        |                        |         |                                | \$221,699.25              |
| Division:                        | 501                    | BUSINESS SERVICES      |         |                                |                           |
| BUNCH, KAYLEE                    |                        | 18-232 BUNCH           | 261248  | REIMB BLDG SUPERVIOSRY SKIL    | \$119.01                  |
| CARPENTER, JACKIE                |                        | 18-233 CARPENTER       | 261249  | REIB CLM BLDG SUPERVISORY S    | \$119.01                  |
| CITY OF RICHLAND                 |                        | 18-342 SCHENNUM        | 261373  | 18-342 PEAK MEASURE TRANSFO    | \$303.32                  |
| FRONTIER                         | S018049                | 08/18 2061882614       | 261313  | TELEPHONE CHARGE 8/19/18 -9/18 | \$91.86                   |
| RAMSEY, ROBERT                   |                        | 18-354 RAMSEY          | 261392  | 18-354 IMSA TEST               | \$421.81                  |
| SENGER, DAWN M                   |                        | 18-311 SENGER          | 261273  | REIMB BLDG SUPERVIOSRY SKIL    | \$115.31                  |
|                                  |                        | 18-334 SENGER          | 261395  | 18-334 BPA MEETING             | \$544.02                  |
| STEAGALL, DIANA                  |                        | 18-335 STEAGALL        | 261396  | 18-335 BPA MEETING             | \$690.08                  |
| UNITED PARCEL SERVICE            | S018043                | 000986641348           | 261231  | WEIGHT CORRECTION FOR PKG TO D | \$16.68                   |
| BUSINESS SERVICES TOTAL****      |                        |                        |         |                                | \$2,421.10                |
| Division:                        | 502                    | ELECTRICAL ENGINEERING |         |                                |                           |
| COMMONWEALTH ASSOCIATES INC      | P058238                | 0054692                | 261375  | TASK 5: JOINT USE POLE ATTACHM | \$1,361.00                |
|                                  | P058238                | 0054693                |         | TASK 7: BENCHMARKING UNIT COST | \$874.50                  |
| FUTURA SYSTEMS, INC              | P058865                | 21008                  | 261380  | STAKING SOFTWARE AND DATA      | \$16,781.32               |
| ELECTRICAL ENGINEERING TOTAL**** |                        |                        |         |                                | \$19,016.82               |
| Division:                        | 503                    | POWER OPERATIONS       |         |                                |                           |
| AMERICAN ROCK PRODUCTS INC       | P059519                | 353850                 | 261364  | 5/8" MINUS TOP COURSE, INV 353 | \$38.02                   |
|                                  | P059519                | 356892                 |         | 5/8" MINUS TOP COURSE, INVOICE | \$57.79                   |
| BEAVER BARK & ROCK               |                        | 899458                 | 261010  | DIRT FILL ENRICHED #3          | \$111.77                  |



## City Of Richland

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| Vendor                             | P.O. Number | Invoice Number     | Check # | Purpose of Purchase            | Invoice Amount      |
|------------------------------------|-------------|--------------------|---------|--------------------------------|---------------------|
| BENTON PUD                         | P058659     | 1927               | 261368  | SAFETY TRAINING PER CONTRACT   | \$2,875.00          |
| BOYD'S TREE SERVICE LLC            | P058846     | 6455               | 261014  | TREE PRUNING AND VEGETATION MG | \$7,811.96          |
|                                    | P058846     | 6461               | 261370  | TREE PRUNING AND VEGETATION MG | \$7,978.48          |
| C & M LANDSCAPING                  |             | 79830              | 261021  | SOD ROLLS X3                   | \$11.58             |
| HJ ARNETT INDUSTRIES LLC           | S018044     | INV56502           | 261385  | FREIGHT                        | \$13.02             |
|                                    | S018044     |                    |         | CRIMPER REPAIR, HUSKIE REC-475 | \$1,605.50          |
| RICHLAND ACE HARDWARE              |             | 216109/2           | 261173  | GRASS REPAIR KIT               | \$32.57             |
|                                    |             | 216130/2           |         | SPRING SNAP                    | \$12.12             |
|                                    |             | 216159/2           |         | 10'X10' CANOPY                 | \$76.01             |
|                                    |             | 216211/2           |         | DUAL PRO SPRINKLER             | \$10.84             |
|                                    |             | 63549/1            |         | LANDSCAPE SUPPLIES             | \$48.37             |
| WESCO DISTRIBUTION INC             | S018020     | 10097553           | 261258  | FREIGHT                        | \$11.97             |
|                                    | S018020     |                    |         | ALLEN X EYE LOOP WRENCH 5/16"  | \$198.18            |
| <b>POWER OPERATIONS TOTAL ****</b> |             |                    |         |                                | <b>\$20,893.18</b>  |
| <b>Division:</b>                   | 504         | SYSTEMS DIVISION   |         |                                |                     |
| ELECTRICAL POWER PRODUCTS, INC     | P058940     | 9481-A             | 261305  | MODULAR CONTROL HOUSE WITH 2-Y | \$182,357.00        |
| UTILITIES PLUS LLC                 |             | COR-2018           | 261359  | LOCATING SRVCS-AUG             | \$3,345.00          |
| <b>SYSTEMS DIVISION TOTAL ****</b> |             |                    |         |                                | <b>\$185,702.00</b> |
| <b>Division:</b>                   | 505         | ENERGY POLICY MGMT |         |                                |                     |
| APOLLO SHEET METAL INC             |             | 18070040           | 261282  | 1729 APRIL LP-REBATE-HP        | \$1,000.00          |
|                                    |             | 18070148           | 261004  | 304 ADAMS-REBATE-HP            | \$1,000.00          |
| BENTON PUD                         |             | 08/18-30228005     | 261012  | ELECTRIC SRVCS 7/22-08/22/18   | \$581.44            |
| CENTRAL UNITED PROTESTANT CHURCH   |             | 17ES11540FY180050  | 261295  | 1124 STEVENS-REBATE-COMM LIGHT | \$2,920.00          |
| CITY OF RICHLAND                   |             | 1224300            | 261296  | 1608 SARATOGA-REBATE-HP        | \$1,000.00          |
|                                    |             | 703800             |         | 2148 DAVISON - REBATE - HP     | \$1,000.00          |
| DAYCO HEATING & AIR                |             | 70938              | 261044  | 2021 MAHAN-REBATE-HP           | \$1,000.00          |
|                                    |             | 71013              | 261302  | 2012 TORBETT-REBATE-HP         | \$1,000.00          |
|                                    |             | 71019              |         | 1125 HILLS WEST WAY-REBATE-HP  | \$1,000.00          |
| DELTA HEATING & COOLING INC        |             | 25592              | 261303  | 1307 CANYON-REBATE-HP          | \$1,000.00          |
|                                    |             | 25640              |         | 962 TOMICH-REBATE-HP           | \$1,000.00          |
|                                    | P059416     | 25683              |         | WEATHERWISE LOAN: MACBETH, 160 | \$7,173.03          |
|                                    |             | 25685              |         | 1503 MARSHALL-REBATE-HP        | \$1,000.00          |
|                                    | P059487     | 25712              | 261253  | WEATHERWISE LOAN: DEVINE, 2148 | \$8,063.55          |
| JACOBS & RHODES INC                |             | 39456              | 261317  | 336 BROADMOOR-REBATE-HP        | \$1,000.00          |
| LEIDOS ENGINEERING, LLC            |             | 17ES11540FY180052  | 261326  | 2941 QUEENSGATE-REBATE-COMM LI | \$23,090.00         |
| M CAMPBELL & COMPANY INC           |             | 196406             | 261328  | 278 ADAIR-REBATE-HP            | \$1,000.00          |
|                                    |             | 198764             |         | 567 HOLLY-REBATE-HP            | \$1,000.00          |
|                                    |             | 200239             | 261135  | 301 COL PRK TRL-REBATE-HP      | \$1,000.00          |
| NET ZERO USA                       |             | 17ES11540FY180051  | 261336  | 2909 DUPORTAIL-REBATE-COMM LIG | \$13,860.00         |
| PERFECTION GLASS                   |             | 9993668730         | 261341  | 610 MEADOWS DR E-REBATE-WINDOW | \$552.00            |



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| PERFECTION GLASS                            |             | 9993668732       | 261341  | 303 GAGE BLVD 106-REBATE-WINDO | \$120.00            |
| TOTAL ENERGY MANAGEMENT INC                 |             | 58611WWR         | 261355  | 1942 CYPRESS-REBATE-HP         | \$1,000.00          |
|                                             | P059358     | 58660LOAN        | 261224  | WEATHERWISE LOAN: NIGHTINGALE, | \$10,624.34         |
| TRANS UNION LLC                             |             | 7802101          | 261356  | CREDIT REPORTS-JULY            | \$48.87             |
| <b>ENERGY POLICY MGMT TOTAL ****</b>        |             |                  |         |                                | <b>\$82,033.23</b>  |
| <b>Division:</b> 506 TECHNICAL SERVICES     |             |                  |         |                                |                     |
| GTP INVESTMENTS LLC                         | P058743     | 405415022        | 261384  | BADGER MTN LEASE FOR CITYY CEL | \$625.00            |
| <b>TECHNICAL SERVICES TOTAL ****</b>        |             |                  |         |                                | <b>\$625.00</b>     |
| <b>ELECTRIC UTILITY FUND Total ***</b>      |             |                  |         |                                | <b>\$532,390.58</b> |
| <b>FUND 402 WATER UTILITY FUND</b>          |             |                  |         |                                |                     |
| <b>Division:</b> 000                        |             |                  |         |                                |                     |
| HILLS WEST REC CLUB                         |             | 18-01564         | 261082  | DEPOSIT REFUND - METER # 316   | \$750.00            |
|                                             |             |                  |         | MONTHLY RENTAL                 | (\$30.00)           |
|                                             |             |                  |         | WATER USAGE - 52 UNITS         | (\$49.40)           |
| INTERMOUNTAIN SLURRY SEAL INC               |             | 18-01341         | 261086  | DEPOSIT REFUND - METER# 336    | \$750.00            |
| NATIONAL METER & AUTOMATION                 | P059440     | S1102733.001     | 261149  | SHIPPING                       | \$142.20            |
|                                             | P059440     |                  |         | WATER METER BRONZE DISC, 2",   | \$3,858.17          |
| NOR AM INVESTMENT LLC                       |             | 1ST & 2ND QTR 18 | 261152  | WHITE BLUFFS WATER LATECOMER   | \$49,628.94         |
|                                             |             |                  |         | WHITE BLUFFS WATER LATECOMER   | \$2,712.68          |
| TOMMER CONSTRUCTION CO, INC                 |             | 17-02469         | 261223  | DEPOSIT REFUND                 | \$750.00            |
| <b>UNASSIGNED TOTAL ****</b>                |             |                  |         |                                | <b>\$58,512.59</b>  |
| <b>Division:</b> 410 WATER CAPITAL PROJECTS |             |                  |         |                                |                     |
| FERGUSON ENTERPRISES INC                    | P059355     | 6343092          | 261066  | 2 IPS SS 316L SPLT FLG 1/2 THC | \$645.39            |
|                                             | P059355     |                  |         | FREIGHT                        | \$65.94             |
|                                             | P059355     |                  |         | 4 IPS SS 316L SPLT FLG 1/2 THI | \$685.72            |
| KLEEN INDUSTRIAL SERVICES, INC              | P059393     | 0017644          | 261124  | ADJUST TAX                     | (\$0.01)            |
|                                             | P059393     |                  |         | TRANSPORTATION CHARGES         | \$14,975.00         |
|                                             | P059393     |                  |         | FILTER MEDIA FOR WTP FILTER #6 | \$41,058.95         |
| RH2 ENGINEERING INC                         | P059438     | 71009            | 261171  | WTP FILTER #6 REPLACEMENT - EN | \$5,312.06          |
| <b>WATER CAPITAL PROJECTS TOTAL ****</b>    |             |                  |         |                                | <b>\$62,743.05</b>  |
| <b>Division:</b> 411 WATER ADMINISTRATION   |             |                  |         |                                |                     |
| RH2 ENGINEERING INC                         | P058955     | 71012            | 261171  | AMENDMENT #1 - ADDITIONAL SERV | \$4,169.01          |
| <b>WATER ADMINISTRATION TOTAL ****</b>      |             |                  |         |                                | <b>\$4,169.01</b>   |
| <b>Division:</b> 412 WATER OPERATIONS       |             |                  |         |                                |                     |
| BENTON FRANKLIN HEALTH DISTRICT             |             | 9865             | 261288  | WATER SAMPLES                  | \$3,480.00          |
| CONSOLIDATED ELECTRICAL DISTRIBUTORS INC    |             | 3627-597344      | 261299  | ANGEL CONN/CRN PTE/STRUT       | \$148.28            |
| FERGUSON ENTERPRISES INC                    |             | 6369049          | 261066  | UNION PRIMER CEMENT            | \$48.96             |
| GRAINGER                                    | S018040     | 9865164009       | 261072  | ADAPTER UNION TUBE ITEM #1WTN1 | \$135.87            |
| GTP INVESTMENTS LLC                         | P058743     | 405415022        | 261384  | BADGER MTN LEASE FOR CITYY CEL | \$525.00            |





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| RANCH AND HOME INC                  |             | 50057994                       | 261344  | PALLET WTR SOFT SALT           | \$265.54            |
|                                     |             | 50075470                       |         | PALLET WTR SOFT SALT           | \$265.54            |
|                                     |             | 50075769                       |         | PALLET WTR SOFT SALT           | \$265.54            |
|                                     |             | 50075868                       |         | PALLET WTR SOFT SALT           | \$265.54            |
| STEP SAVER INC                      | P059527     | T480818                        | 261397  | FREIGHT / SHIPPING CHARGE      | \$740.63            |
|                                     | P059527     |                                |         | PTO &/OR DELIVERY              | \$260.60            |
|                                     | P059527     |                                |         | STOP OFF / RE-DIRECT FEE       | \$100.00            |
|                                     | P059527     |                                |         | BULK, SODIUM CHLORIDE (NACL)   | \$1,209.23          |
|                                     | P059505     | T498312                        | 261204  | STOP OFF/REDIRECT FEE          | \$100.00            |
|                                     | P059505     |                                |         | BULK, SODIUM CHLORIDE (NACL)   | \$1,611.60          |
|                                     | P059505     |                                |         | FREIGHT/SHIPPING CHARGE        | \$1,481.25          |
|                                     | P059505     |                                |         | PTO AND/OR DELIVERY            | \$504.38            |
| UNITED PARCEL SERVICE               | S018050     | 000986641358                   | 261358  | GROUND PKG TO FRANK SPEVAK FOR | \$5.21              |
| UNIVAR USA INC                      | S018003     | SK614332                       | 261400  | PRAESTOL, 2515TR FILTER AID, 1 | \$1,934.95          |
|                                     | S018003     |                                |         | FREIGHT                        | \$100.00            |
| XYLEM WATER SOLUTIONS USA INC       | S017977     | 3556A26659                     | 261244  | SHIPPING                       | \$106.00            |
|                                     | S017977     |                                |         | QUARTZ MODULE 900 FOR K3000 IT | \$3,316.64          |
| <b>WATER OPERATIONS TOTAL ****</b>  |             |                                |         |                                | <b>\$16,870.76</b>  |
| <b>Division:</b>                    | 413         | WATER MAINTENANCE              |         |                                |                     |
| AMERICAN ROCK PRODUCTS INC          | P059521     | 358009                         | 261364  | 5/8" TOP COURSE, INV #358009   | \$172.95            |
| BUILDERS FIRSTSOURCE, INC           |             | 1262659                        | 261020  | CUST 2X4 STD AND BTR/W STAKES  | \$261.80            |
|                                     |             | 1262729                        |         | CUST 2X4 STD AND BTR           | (\$222.72)          |
|                                     |             | 1262899                        |         | STD/BTR MX SPECIES/CUT CHARGE  | \$244.44            |
| C & M LANDSCAPING                   |             | 79871                          | 261291  | SOD                            | \$123.54            |
| EWING IRRIGATION PRODUCTS INC       |             | 6058451                        | 261309  | RB DIAPH ASSY                  | \$157.93            |
| FERGUSON ENTERPRISES INC            |             | 6451991                        | 261066  | SPUD ESC COUP ASSY             | \$23.85             |
|                                     |             | 6463254                        |         | PLUGS                          | \$126.99            |
| RICHLAND ACE HARDWARE               |             | 63625/1                        | 261173  | TORX KEY                       | \$17.37             |
| SENSKE LAWN & TREE CARE INC         |             | 8583585                        | 261194  | HR PS PEST CONTROL-3RD QTR     | \$97.69             |
| TACOMA SCREW PRODUCTS INC           |             | 22220569                       | 261353  | COMBINATION WRENCHES           | \$25.45             |
| TOMMER CONSTRUCTION CO, INC         |             | 17-02469                       | 261223  | DAMAGE - SWIVEL ADAPTER        | (\$135.00)          |
| UNITED RENTALS INC                  |             | 160028307-001                  | 261232  | CONFINED SPACE TRAINING FOR 3  | \$450.00            |
| <b>WATER MAINTENANCE TOTAL ****</b> |             |                                |         |                                | <b>\$1,344.29</b>   |
| <b>WATER UTILITY FUND Total ***</b> |             |                                |         |                                | <b>\$143,639.70</b> |
| <b>FUND</b>                         | 403         | <b>WASTEWATER UTILITY FUND</b> |         |                                |                     |
| <b>Division:</b>                    | 000         |                                |         |                                |                     |
| WILDLANDS INC                       | P055619     | C141-15/PYMNT 10               | 261242  | RETAINAGE                      | (\$99.02)           |
| <b>UNASSIGNED TOTAL ****</b>        |             |                                |         |                                | <b>(\$99.02)</b>    |
| <b>Division:</b>                    | 420         | SEWER ADMINISTRATION           |         |                                |                     |



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|----------------------------------------------|---------------------------------|------------------|---------|--------------------------------|--------------------|
| WILDLANDS INC                                | P055619                         | C141-15/PYMNT 10 | 261242  | AMON BASIN REVEGETATION PROJEC | \$2,150.82         |
| <b>SEWER ADMINISTRATION TOTAL ****</b>       |                                 |                  |         |                                | <b>\$2,150.82</b>  |
| <b>Division:</b> 421                         | SEWER CAPITAL PROJECTS          |                  |         |                                |                    |
| CONLEY ENGINEERING INC                       | P059336                         | 167-18.718       | 261033  | WATERFRONT LIFT STATION ELECTR | \$3,344.50         |
| GRAY & OSBORNE INC                           | P057512                         | 17006.00-17      | 261383  | WWTF INFLUENT UPGRADES - DESIG | \$167.44           |
|                                              | P057512                         | 17006.01-10      |         | AMD #1 CONSTRUCTION MANAGEMENT | \$7,687.14         |
| <b>SEWER CAPITAL PROJECTS TOTAL ****</b>     |                                 |                  |         |                                | <b>\$11,199.08</b> |
| <b>Division:</b> 422                         | SEWER OPERATIONS                |                  |         |                                |                    |
| ALS ENVIRONMENTAL                            | P059388                         | 51-436396-0      | 260996  | WASTEWATER- TSS EPA 160.2      | \$36.00            |
|                                              | P059388                         |                  |         | WASTEWATER- AMMONIA-N EPA      | \$50.00            |
|                                              | P059388                         |                  |         | WASTEWATER- BOD (5 DAY) EPA 40 | \$96.00            |
|                                              | P059388                         |                  |         | WASTEWATER- 1631E TOTAL MERCUR | \$120.00           |
|                                              | P059388                         |                  |         | WWTP 7-17-18 LOCAL LIMITS SAMP | \$260.00           |
|                                              | P059388                         |                  |         | WASTEWATER- 624 VOC'S          | \$640.00           |
| DOMINGUEZ, VICTOR                            |                                 | 081018           | 261254  | REIMB EXAM FEES DOMINGUEZ      | \$150.00           |
| GTP INVESTMENTS LLC                          | P058743                         | 405415022        | 261384  | BADGER MTN LEASE FOR CITYY CEL | \$525.00           |
| MOON SECURITY SERVICES INC                   |                                 | 940202           | 261331  | WWTP-BASIC MONITORING          | \$54.87            |
| STEP SAVER INC                               | P059527                         | T480818          | 261397  | FREIGHT / SHIPPING CHARGE      | \$740.62           |
|                                              | P059527                         |                  |         | BULK, SODIUM CHLORIDE (NACL)   | \$537.67           |
|                                              | P059527                         |                  |         | ADJUST FOR TAX                 | (\$0.01)           |
|                                              | P059527                         |                  |         | PTO &/OR DELIVERY              | \$260.59           |
|                                              | P059527                         |                  |         | STOP OFF / RE-DIRECT FEE       | \$100.00           |
| TRI CITY HERALD                              | S018046                         | 3737469          | 261399  | PERMIT - CR-IU006 PW RAN ON 7/ | \$141.29           |
|                                              | S018046                         | 3758983          |         | WW PERMIT CR-IU009 RAN ON 8/1  | \$150.72           |
| UNITED PARCEL SERVICE                        | S018043                         | 000986641348     | 261231  | 2 NDA PKGS TO ALS FOR WWTP OPS | \$85.40            |
|                                              | S018043                         |                  |         | ADDITIONAL HANDLING FOR PKG TO | \$9.45             |
| <b>SEWER OPERATIONS TOTAL ****</b>           |                                 |                  |         |                                | <b>\$3,957.60</b>  |
| <b>Division:</b> 423                         | SEWER MAINTENANCE               |                  |         |                                |                    |
| MOON SECURITY SERVICES INC                   |                                 | 940202           | 261331  | WWTP-BASIC MONITORING          | \$54.87            |
| <b>SEWER MAINTENANCE TOTAL ****</b>          |                                 |                  |         |                                | <b>\$54.87</b>     |
| <b>WASTEWATER UTILITY FUND Total ***</b>     |                                 |                  |         |                                | <b>\$17,263.35</b> |
| <b>FUND 404</b>                              | <b>SOLID WASTE UTILITY FUND</b> |                  |         |                                |                    |
| <b>Division:</b> 431                         | SOLID WASTE ADMINISTRATION      |                  |         |                                |                    |
| JOYCE ZIKER PARKINSON PLLC                   |                                 | 50714            | 261321  | LANDFILL CONTAMINATION-INS     | \$1,180.00         |
|                                              |                                 | 50715            |         | LANDFILL CONTAMINATION-LEGAL   | \$413.50           |
| PARAMETRIX INC                               | P058444                         | 03993            | 261267  | CO #1 - 2018 BUDGET TO FULFILL | \$2,039.44         |
| WIH RESOURCE GROUP INC                       | P058784                         | 0718-COR         | 261402  | AMENDMENT NO. 1 - ADD'L SERVIC | \$1,681.00         |
|                                              | P058784                         |                  |         | LANDFILL GNC COST/BENEFIT ANAL | \$479.00           |
| <b>SOLID WASTE ADMINISTRATION TOTAL ****</b> |                                 |                  |         |                                | <b>\$5,792.94</b>  |



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| <b>Division: 432 SOLID WASTE COLLECTION</b>      |             |                   |         |                                |                    |
| GTP INVESTMENTS LLC                              | P058743     | 405415022         | 261384  | BADGER MTN LEASE FOR CITYY CEL | \$312.50           |
| <b>SOLID WASTE COLLECTION TOTAL ****</b>         |             |                   |         |                                | <b>\$312.50</b>    |
| <b>Division: 433 SOLID WASTE DISPOSAL</b>        |             |                   |         |                                |                    |
| COYOTE RIDGE CORRECTIONS CENTER                  |             | CRCC1807.612      | 261037  | WORK CREW JULY 2018            | \$314.89           |
| FRONTIER                                         | S018049     | 08/18 2061882614  | 261313  | TELEPHONE CHARGE 8/19/18 -9/18 | \$125.87           |
| MOON SECURITY SERVICES INC                       |             | 942027            | 261331  | BASIC FIRE MONITORING          | \$33.00            |
| ORRCO                                            |             | 412577            | 261338  | USED OIL TESTING/PICK-UP/HAUL  | \$495.00           |
| PARAMETRIX INC                                   | P059068     | 04009             | 261267  | 2018 LANDFILL MONITORING,SAMPL | \$2,983.90         |
| RICHLAND ACE HARDWARE                            |             | 63646/1           | 261173  | PARTS FOR HYDRO SEEDER         | \$62.04            |
|                                                  |             | 63679/1           |         | BLOWER/CG VEGET KILLR          | \$318.33           |
| SPRAGUE PEST SOLUTIONS                           |             | 3595862           | 261203  | AUG MONTHLY SVCS-SW            | \$99.91            |
| TRI CITY HERALD                                  | S018046     | 3759731           | 261399  | RFP #18-0095 METAL RECYCLING   | \$221.36           |
| <b>SOLID WASTE DISPOSAL TOTAL ****</b>           |             |                   |         |                                | <b>\$4,654.30</b>  |
| <b>SOLID WASTE UTILITY FUND Total ***</b>        |             |                   |         |                                | <b>\$10,759.74</b> |
| <b>FUND 405 STORMWATER UTILITY FUND</b>          |             |                   |         |                                |                    |
| <b>Division: 440 STORMWATER CAPITAL PROJECTS</b> |             |                   |         |                                |                    |
| RAY POLAND & SONS INC                            | P059367     | 9929-18/RETAINAGE | 261268  | WESTCLIFFE'S STORM PONDS EROSI | \$555.00           |
| <b>STORMWATER CAPITAL PROJECTS TOTAL ****</b>    |             |                   |         |                                | <b>\$555.00</b>    |
| <b>Division: 441 STORMWATER</b>                  |             |                   |         |                                |                    |
| SAUNDERS, NATHAN                                 |             | 082218            | 261394  | REIMB LUNCH SW FAIR BOOTH      | \$13.00            |
| <b>STORMWATER TOTAL ****</b>                     |             |                   |         |                                | <b>\$13.00</b>     |
| <b>STORMWATER UTILITY FUND Total ***</b>         |             |                   |         |                                | <b>\$568.00</b>    |
| <b>FUND 407 MEDICAL SERVICES FUND</b>            |             |                   |         |                                |                    |
| <b>Division: 121 AMBULANCE</b>                   |             |                   |         |                                |                    |
| DAWSON, JENNIFER                                 |             | 18-348 DAWSON     | 261252  | REIMB PARAMED NREMT EXM DAW    | \$182.13           |
| LEONARD, TRAVIS                                  |             | 19-350 LEONARD    | 261262  | REIMB PARAMED NREMT EXM LEO    | \$761.60           |
| LIFE ASSIST INC                                  |             | 871772            | 261132  | MAGNESIUM SULFATE              | \$44.90            |
| RINGOLD EMBROIDERY                               | P059418     | 566               | 261270  | #PC61T, 100% COTTON TEE, NAVY, | \$719.15           |
|                                                  | P059418     |                   |         | #ST310 SHORT, NAVY W/RFD LOGO  | \$527.80           |
|                                                  | P059418     |                   |         | #4850MP SWEATPANT, NAVY, W/RFD | \$310.69           |
| SMITH, JOSHUA                                    |             | 080718            | 261274  | REIMB PARAMED NREMT EXM SMI    | \$669.70           |
| <b>AMBULANCE TOTAL ****</b>                      |             |                   |         |                                | <b>\$3,215.97</b>  |
| <b>MEDICAL SERVICES FUND Total ***</b>           |             |                   |         |                                | <b>\$3,215.97</b>  |
| <b>FUND 501 CENTRAL STORES FUND</b>              |             |                   |         |                                |                    |
| <b>Division: 000</b>                             |             |                   |         |                                |                    |



## City Of Richland

## VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                   | P.O. Number | Invoice Number | Check # | Purpose of Purchase            | Invoice Amount    |
|------------------------------------------|-------------|----------------|---------|--------------------------------|-------------------|
| CONSOLIDATED ELECTRICAL DISTRIBUTORS INC | P059478     | 3627-596948    | 261376  | LAMP, FLR 40W,48" BIPIN T12    | \$379.23          |
|                                          | P059478     |                |         | ADJUST TAX                     | (\$0.01)          |
|                                          | P059478     |                |         | LAMP, FLR, 13W, 7" 4 PIN       | \$105.89          |
|                                          | P059478     |                |         | LAMP, FLR, 54W, T5             | \$167.68          |
| CROWN PAPER & JANITORIAL SUPPLY INC      | P059489     | 248685         | 261378  | ADJUST TAX                     | (\$0.01)          |
|                                          | P059489     |                |         | WIPES, BOXED, TAN, 9.75"X 16.5 | \$641.96          |
|                                          | P059489     |                |         | WIPES, 1/4 FOLD, POLY WRAPPED  | \$638.44          |
| WALTER E NELSON CO                       | P059479     | 362572/CM8297  | 261401  | TOWEL,SINGLEFOLD, WHITE, 1-PLY | \$641.55          |
|                                          | P059479     |                |         | TOWEL, MULTIFOLD, WHITE, 2-PLY | \$1,375.96        |
|                                          | P059479     |                |         | TISSUE,FACIAL 2-PLY 125 SHT/BX | \$239.62          |
|                                          | P059479     |                |         | TISSUE, TOILET JUMBO ROLL 2PLY | \$1,441.34        |
|                                          | P059479     |                |         | TISSUE, TOILET, 2PLY, EMBOSSED | \$193.00          |
|                                          | P059479     |                |         | TOWEL, ROLL, PERFORATED, 2-PLY | \$125.92          |
|                                          | P059479     |                |         | FUEL SURCHARGE                 | \$5.43            |
|                                          | P059479     |                |         | ADJUST FOR TAX                 | \$0.02            |
|                                          | P059479     |                |         | TISSUE, TOILET, 2PLY, EMBOSSED | \$1,544.03        |
|                                          |             |                |         |                                |                   |
| UNASSIGNED TOTAL ****                    |             |                |         |                                | <b>\$7,500.05</b> |
| CENTRAL STORES FUND Total ***            |             |                |         |                                | <b>\$7,500.05</b> |

**FUND 502 EQUIPMENT MAINTENANCE FUND**  
**Division: 214 EQUIPMENT MAINTENANCE**

|                             |            |        |                                |            |
|-----------------------------|------------|--------|--------------------------------|------------|
| A & E TOWING LLC            | 3191       | 260989 | TOW CHARGES VEH 3230 WO 51367  | \$501.73   |
| ALLIANCE REFUSE TRUCKS INC. | 33104      | 261279 | PYTHON ARM VEH 3285 WO 51604   | \$8,500.00 |
| AMERICAN RADIATOR INC       | AA102651   | 261281 | RADIATOR RPR VEH 3296 WO 51449 | \$2,455.35 |
| ATOMIC AUTO BODY INC        | 34229      | 261283 | REPAIR VEH 2502 WO 51331       | \$3,576.26 |
| AUTOZONE                    | 3733279858 | 261007 | BRAKE ROTOR VEH 3319 WO RETURN | (\$152.45) |
|                             | 3733322270 |        | BATTERIES VEH 7159 WO 51407    | \$36.88    |
|                             | 3733323023 |        | WIPERS VEH 1375 WO 51391       | \$9.97     |
|                             | 3733325150 |        | WIPERS VEH 2459 WO 51455       | \$9.97     |
|                             | 3733325523 | 261284 | SHOP TOOL                      | \$92.96    |
|                             | 3733325888 | 261007 | SHOP SUPPLY                    | \$34.73    |
|                             | 3733326634 |        | FILTER VEH 2303 WO 51490       | \$21.48    |
|                             | 3733326635 |        | FILTER VEH 2400 WO 51491       | \$13.44    |
|                             | 3733326889 |        | HOSE ASSY VEH 2342 WO 51489    | \$36.91    |
|                             | 3733327281 |        | 7-POLE RV VEH 3268 WO 51519    | \$10.41    |
|                             | 3733327306 |        | FILTER VEH 2460 WO 51518       | \$19.31    |
|                             | 3733327351 |        | FAN CLUTCH VEH 2379 WO 51523   | \$106.42   |
|                             | 3733327971 |        | HDLIGHT KIT VEH 2379 WO 51523  | \$44.50    |
|                             | 3733331785 | 261284 | SPARK PLUG VEH 3305 WO 51525   | \$163.19   |
|                             | 3733331789 |        | EXPANDER VEH 3296 WO 51449     | \$42.34    |
|                             | 3733331995 |        | FILTERS VEH 2345 WO 51587      | \$15.62    |



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| Vendor                               | P.O. Number | Invoice Number | Check # | Purpose of Purchase            | Invoice Amount |
|--------------------------------------|-------------|----------------|---------|--------------------------------|----------------|
| BRAUN NORTHWEST INC                  |             | 23115          | 261290  | STEP MOTOR VEH 5043 WO 51585   | \$207.64       |
| COLEMAN OIL COMPANY                  |             | 0481428-IN     | 261298  | LANDFILL DYED DIESEL           | \$5,608.22     |
|                                      |             | CL17565        |         | CARD LOCK FUEL 8/20-8/26/2018  | \$17,551.83    |
| CORWIN OF PASCO LLC                  |             | 423608         | 261036  | INDICAT VEH 3265 WO 51454      | \$24.73        |
|                                      |             | 423766         |         | REPL KE VEH 2419 WO 51513      | \$24.42        |
|                                      |             | 423855         |         | PAD/SCREEN VEH 3322 WO 51522   | \$186.26       |
|                                      |             | 424110         | 261300  | ROTOR/SEAL VEH 3322 WO 51522   | \$357.82       |
| CUMMINS, INC                         |             | 09-308         | 261039  | PLUG/SPRING VEH 3285 WO 51457  | \$11.66        |
| DAY WIRELESS SYSTEMS                 |             | 468871         | 261043  | SUPER LED VEH 5044 WO 51311    | \$508.25       |
| FAST SIGNS                           |             | 139-57919      | 261064  | 7.5"X6" VEH 7159 WO 51516      | \$73.17        |
|                                      |             | 139-57932      |         | 2" PREM VEH 2502 WO 51533      | \$27.15        |
|                                      |             | 139-57940      | 261310  | 2" PREMIUM VEH 2482 WO 51578   | \$27.15        |
| FINAL TOUCH UPHOLSTERY               |             | 0032500        | 261312  | STEPS VEH 3348 WO 51330        | \$406.16       |
|                                      |             | 032505         |         | COVER VEH 3283 WO 51488        | \$43.44        |
| GENUINE AUTO GLASS OF TRI CITIES LLC |             | 632285         | 261314  | WINDSHIELD VEH 3292 WO 51534   | \$54.30        |
| JIM'S PACIFIC GARAGES INC            |             | X100136804:01  | 261318  | LOAD SPRING VEH 3204 WO 51487  | \$716.76       |
| KENT D. BRUCE COMPANY, LLC           |             | 3674           | 261121  | PLATFORM VEH 2502 WO 50702     | \$292.52       |
|                                      |             | 3675           |         | PLATFORM VEH 2503 WO 50703     | \$292.52       |
| KENWORTH SALES COMPANY               |             | PASIN2982183   | 261322  | HOSE HUMP DB VEH 3285 WO 51576 | \$46.00        |
|                                      |             | PASIN2982956   |         | BRAKES VEH 3292 WO 51534       | \$587.37       |
|                                      |             | PASIN2989137   |         | BRAKES VEH 3311 WO 51582       | \$356.61       |
| LESKOVAR LINCOLN MERCURY INC         |             | 8983           | 261130  | FAN ASSY VEH 2402 WO 51529     | \$435.88       |
|                                      |             | 8988           | 261327  | AUT TRAN FLD VEH 2395 WO 51560 | \$54.04        |
| MCCURLEY CHEVROLET                   |             | 477618         | 261329  | MODULE UPDT VEH 2345 WO 51586  | \$130.32       |
|                                      |             | 950618         | 261138  | MOUNT VEH 2413 WO 51502        | \$88.63        |
|                                      |             | 950719         |         | GASKET/SEAL VEH 3305 WO 51525  | \$57.15        |
|                                      |             | 950721         |         | GASKET/SEAL VEH 3303 WO 51526  | \$57.15        |
|                                      |             | 950780         | 261329  | RECEPT/RETAI VEH 2379 WO 51536 | \$7.99         |
|                                      |             | 950781         |         | RECEPT VEH 2382 WO 51536       | \$3.89         |
|                                      |             | 950791         |         | RETAINER VEH 2383 WO 51541     | \$4.22         |
|                                      |             | 950801         |         | PLATE VEH 2386 WO 51543        | \$159.66       |
|                                      |             | 950802         |         | CONTROL VEH 2386 WO 51543      | \$171.53       |
|                                      |             | 950860         |         | HARNESS VEH 2386 WO 51543      | \$44.66        |
|                                      |             | 950890         |         | CONNEX VEH 2386 WO 51543       | \$96.74        |
|                                      |             | 950931         |         | WEATHER VEH 1205 WO 51552      | \$99.21        |
|                                      |             | 950953         |         | MTR VEH 1205 WO 51552          | \$89.40        |
|                                      |             | 950989         |         | RADIATOR VEH 1205 WO 51552     | \$506.20       |
|                                      |             | 951072         |         | PIPE VEH 1205 WO 51552         | \$39.91        |
|                                      |             | 951073         |         | SWITCH VEH 2345 WO 51586       | \$14.38        |
|                                      |             | 951100         |         | SENSOR/SWTH VEH 3299 WO 51593  | \$95.38        |
| MOBILE FLEET SERVICE INC             |             | 1280650048     | 261330  | END YOKE VEH 3320 WO RETURN    | (\$196.65)     |





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|-------------------------------|-------------|----------------|---------|--------------------------------|----------------|
| MOBILE FLEET SERVICE INC      |             | 1282280060     | 261330  | SENSOR VEH 3341 WO 51447       | \$63.84        |
|                               |             | 1282340013     |         | FILTERS VEH 3342 WO 51501      | \$199.35       |
| MONARCH MACHINE & TOOL CO INC | A197949     |                | 261146  | FLAT BAR VEH 3348 WO 51330     | \$46.30        |
| PAPE' MATERIAL HANDLING       | 11120464    |                | 261340  | PIN FASTENER VEH 7151 WO 51376 | \$251.27       |
|                               | 11121422    |                |         | PIN VEH 7151 RETURN CREDIT     | (\$213.31)     |
|                               | 11127003    |                |         | PIN FASTNER VEH 7151 WO CREDIT | (\$174.05)     |
|                               | 8032908     |                |         | PAINT VEH 7158 WO 50886        | \$16.29        |
| PROGRESSIVE MACHINE INC       | 56039       |                | 261166  | REPAIR VEH 3312 WO 51143       | \$8,005.15     |
|                               | 56051       |                |         | REPAIR VEH 7151 WO 51505       | \$453.75       |
| RDO EQUIPMENT CO              | P81748      |                | 261345  | FILTER VEH 6589 WO 51480       | \$96.94        |
|                               | P81749      |                | 261170  | TRANSMISSION VEH 6589 WO 51480 | \$57.99        |
|                               | P81750      |                |         | LEVEL GUAGE VEH 6600 WO 51414  | \$143.79       |
|                               | P82136      |                | 261345  | TRANS KIT VEH 6589 WO 51480    | \$3,795.11     |
|                               | P82137      |                |         | BUSHING/COL VEH 7159 WO 51577  | \$5,219.38     |
|                               | P82336      |                |         | HYD FILTER VEH 6589 WO 51480   | \$29.64        |
|                               | W61097      |                |         | HAUL CHARGE VEH 7122 WO 51599  | \$434.40       |
|                               | 417476      |                | 261175  | LIGHT VEH 2441 WO 51477        | \$29.53        |
| RICHLAND NAPA                 | 417945      |                |         | FILTER VEH 7092 WO 51440       | \$67.61        |
|                               | 417948      |                |         | FILTER VEH 2403 WO 51436       | \$36.29        |
|                               | 417949      |                |         | FILTER VEH 2402 WO 51435       | \$36.29        |
|                               | 418099      |                |         | FILTER VEH 7145 WO 51320       | \$103.04       |
|                               | 418101      |                |         | OIL VEH 3265 WO 51454          | \$25.51        |
|                               | 418133      |                |         | FILTER VEH 1209 WO 51459       | \$16.33        |
|                               | 418134      |                |         | FILTER VEH 1213 WO 51460       | \$17.97        |
|                               | 418136      |                |         | FILTER VEH 2412 WO 51462       | \$17.97        |
|                               | 418137      |                |         | FILTER VEH 2424 WO 51463       | \$17.97        |
|                               | 418139      |                |         | FILTER VEH 2441 WO 51447       | \$17.97        |
|                               | 418140      |                |         | FILTER VEH 2430 WO 51464       | \$17.97        |
|                               | 418141      |                |         | FILTER VEH 2444 WO 51466       | \$17.97        |
|                               | 418142      |                |         | FILTER VEH 2449 WO 51468       | \$17.97        |
|                               | 418144      |                |         | FILTER VEH 2468 WO 51470       | \$17.97        |
|                               | 418147      |                |         | FILTER VEH 3271 WO 51476       | \$97.08        |
|                               | 418148      |                |         | FILTER VEH 2476 WO 51474       | \$17.97        |
|                               | 418149      |                |         | FILTER VEH 2440 WO 51465       | \$29.76        |
|                               | 418150      |                |         | FILTER VEH 2477 WO 51475       | \$17.97        |
|                               | 418151      |                |         | FILTER VEH 2475 WO 51473       | \$17.97        |
|                               | 418152      |                |         | FILTER VEH 2471 WO 51472       | \$17.97        |
|                               | 418153      |                |         | WHEEL VEH 3348 WO 51330        | \$32.55        |
|                               | 418154      |                |         | FILTER VEH 2451 WO 51469       | \$17.97        |
|                               | 418155      |                |         | FILTER VEH 2448 WO 51467       | \$17.97        |
|                               | 418156      |                |         | FILTER VEH 2442 WO 51478       | \$17.97        |



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| Vendor                 | P.O. Number | Invoice Number | Check # | Purpose of Purchase            | Invoice Amount |
|------------------------|-------------|----------------|---------|--------------------------------|----------------|
| RICHLAND NAPA          |             | 418159         | 261175  | FILTER VEH 2470 WO 51471       | \$17.97        |
|                        |             | 418183         |         | FILTER VEH 1208 WO 51461       | \$16.33        |
|                        |             | 418196         |         | FILTER VEH 6589 WO 51481       | \$41.39        |
|                        |             | 418200         |         | BRK CLN VEH 6589 WO 51480      | \$22.81        |
|                        |             | 418284         |         | COND VEH 2342 WO 51489         | \$113.07       |
|                        |             | 418286         |         | DISC PAD VEH 2441 WO 51486     | \$56.46        |
|                        |             | 418290         |         | FILTER VEH CREDIT WO CREDIT    | (\$27.50)      |
|                        |             | 418302         |         | FILTER VEH 3337 WO 51500       | \$125.95       |
|                        |             | 418303         |         | FILTER VEH 3335 WO 51499       | \$125.95       |
|                        |             | 418304         |         | FILTER VEH 3333 WO 51498       | \$125.95       |
|                        |             | 418305         |         | FILTER VEH 3330 WO 51497       | \$84.08        |
|                        |             | 418306         |         | FILTER VEH 3315 WO 51496       | \$107.79       |
|                        |             | 418307         |         | FILTER VEH 3311 WO 51495       | \$105.93       |
|                        |             | 418308         |         | FILTER VEH 3292 WO 51494       | \$167.05       |
|                        |             | 418309         |         | FILTER VEH 3284 WO 51493       | \$113.90       |
|                        |             | 418310         |         | FILTER VEH 3203 WO 51492       | \$59.51        |
|                        |             | 418312         |         | OIL VEH 2464 WO 51424          | \$37.36        |
|                        |             | 418330         |         | BRISTLE DISC VEH SHOP WO SU    | \$127.84       |
|                        |             | 418338         |         | WARRANTY VEH CREDIT WO CRED    | (\$113.07)     |
|                        |             | 418388         |         | FILTER VEH 3268 WO 51519       | \$11.94        |
|                        |             | 418390         |         | LAMP VEH 3340 WO 51514         | \$91.31        |
|                        |             | 418391         |         | FILTER VEH 7159 WO 51516       | \$30.66        |
|                        |             | 418392         |         | CONNECTOR VEH 3278 WO WARR     | \$11.94        |
|                        |             | 418421         |         | FILTER KIT VEH 3303 WO 5152    | \$256.75       |
|                        |             | 418436         |         | WIPER BLADES VEH 2367 WO 51    | \$25.87        |
|                        |             | 418444         |         | GASKET VEH 3278 WO 50723       | \$12.50        |
|                        |             | 418463         |         | BLOWER MTR VEH 3278 WO 5072    | \$47.48        |
|                        |             | 418506         |         | BRAKE CLEAN VEH 3285 WO 514    | \$45.61        |
|                        |             | 418514         |         | BRAKES VEH 3278 WO 50723       | \$81.23        |
|                        |             | 418518         |         | FILTER VEH 2386 WO 51538       | \$17.93        |
|                        |             | 418535         |         | LAMP VEH 2386 WO 51543         | \$97.11        |
|                        |             | 418630         |         | WIPER BLADES VEH 2386 WO 51    | \$22.78        |
|                        |             | 418633         |         | CONNECTOR VEH 4170 WO 51540    | \$11.94        |
|                        |             | 418634         |         | WARRANTY VEH CREDIT WO CRED    | (\$26.84)      |
|                        |             | 418643         |         | WIPER BLADES VEH RETURN WO     | \$22.78        |
|                        |             | 418644         |         | WIPER BLADES VEH CREDIT WO     | (\$22.78)      |
|                        |             | 418650         |         | LAMP VEH 5045 WO 51544         | \$11.35        |
| RMT EQUIPMENT          | P01544      |                | 261180  | ELEMENT VEH 7145 WO 51320      | \$41.39        |
|                        | P01547      |                |         | BLADE CUTTER VEH 7137 WO 51368 | \$201.62       |
|                        | P01571      |                | 261347  | BLADE/CUTTER VEH 3340 WO 51369 | \$239.46       |
| STEEBER'S LOCK SERVICE | 547600      |                | 261352  | DUP KEYS VEH 2371 WO 51383     | \$10.86        |



## City Of Richland

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|-----------------------------------|-------------|----------------|---------|-------------------------------|----------------|
| TACOMA SCREW PRODUCTS INC         |             | 22220298       | 261353  | SHOP SUPPLY                   | \$78.78        |
|                                   |             | 22220627       |         | RET RINGS VEH 7149 WO 51506   | \$1.90         |
|                                   |             | 22220709       |         | SHOP SUPPLIES                 | \$222.90       |
|                                   |             | 22220977       |         | SHOP SUPPLY                   | \$1,151.55     |
| TANKMAX INC.                      | 2018-3269   |                | 261212  | DRIVE LINE VEH 3296 WO 51449  | \$176.62       |
| THERMO KING NORTHWEST, INC DBA    | 2447129     |                | 261218  | TURN SIGNAL VEH 7136 WO 51417 | \$69.90        |
| TIRE FACTORY INC                  | 03-130792   |                | 261354  | TIRES VEH 7145 WO 51573       | \$119.33       |
|                                   | 03-131509   |                |         | FLAT REPAIR VEH 7146 WO 51566 | \$84.16        |
|                                   | 03-131656   |                |         | TIRES VEH 6594 WO 51572       | \$241.29       |
|                                   | 03-131733   |                |         | FLAT REPAIR VEH 3205 WO 51565 | \$119.46       |
|                                   | 03-131749   |                |         | ALIGN VEH 1382 WO 51575       | \$28.73        |
|                                   | 03-131769   |                |         | TIRES VEH 2367 WO 51571       | \$972.51       |
|                                   | 03-131839   |                |         | TIRES VEH 3283 WO 51569       | \$1,527.72     |
|                                   | 03-131840   |                |         | TIRES VEH 3311 WO 51570       | \$1,587.99     |
|                                   | 03-131841   |                |         | TIRES VEH 3296 WO 51574       | \$3,434.58     |
|                                   | 03-131843   |                |         | TIRE VEH 4101 WO 51568        | \$363.07       |
|                                   | 03-131845   |                |         | TIRE VEH 4155 WO 51567        | \$332.80       |
|                                   | 03-131848   |                |         | TIRES VEH 3322 WO 51522       | \$358.99       |
| TRI CITIES BATTERY & AUTO REPAIR  | 126822      |                | 261357  | 12 VOLT BAT VEH 4147 WO 51553 | \$74.13        |
|                                   | 126823      |                |         | BATTERY VEH 2452 WO 51384     | \$74.13        |
| WESTERN STATES EQUIPMENT COMPANY  | IN000733301 |                | 261239  | GASKET VEH 7123 WO 51512      | \$115.72       |
|                                   | IN000738366 |                |         | COUPLING VEH 3312 WO 51143    | \$49.22        |
|                                   | IN000740267 |                |         | REPAIR VEH 6471 WO 51531      | \$936.13       |
| WESTERN SYSTEMS & FABRICATION INC | 24214       |                | 261240  | ELEMENT VEH 3284 WO 51493     | \$548.46       |

EQUIPMENT MAINTENANCE TOTAL \*\*\*\*

\$79,293.80

EQUIPMENT MAINTENANCE FUND Total \*\*\*

\$79,293.80

FUND 505

PUBLIC WORKS ADMIN &amp; ENGINEER

Division:

450

PW ADMIN &amp; ENGINEERING

|                                     |         |         |        |                           |          |
|-------------------------------------|---------|---------|--------|---------------------------|----------|
| ABADAN INC                          |         | AR31485 | 260990 | SCANNING                  | \$96.65  |
| IMT INC                             | P059100 | 9985    | 261084 | MATERIALS TESTING-PRIVATE | \$208.50 |
| MATERIALS TESTING & INSPECTION, LLC | P059103 | 156557  | 261390 | MATERIALS TESTING-PRIVATE | \$191.58 |

PW ADMIN &amp; ENGINEERING TOTAL \*\*\*\*

\$496.73

PUBLIC WORKS ADMIN &amp; ENGINEER Total \*\*\*

\$496.73

FUND 506

WORKERS COMPENSATION FUND

Division:

221

WORKERS COMP INSURANCE  
RESERVE

|                                  |  |               |        |                               |            |
|----------------------------------|--|---------------|--------|-------------------------------|------------|
| DEPARTMENT OF LABOR & INDUSTRIES |  | 70025900-2018 | 261048 | RIGHT TO KNOW 2018 FEE ASSESS | \$1,182.50 |
|----------------------------------|--|---------------|--------|-------------------------------|------------|

WORKERS COMP INSURANCE RESERVE TOTAL \*\*\*\*

\$1,182.50



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|---------------------------------------------|-------------------------------------|---------------------------|---------|-------------------------------|--------------------|
| <b>WORKERS COMPENSATION FUND Total ***</b>  |                                     |                           |         |                               | <b>\$1,182.50</b>  |
| <b>FUND 611</b>                             | <b>FIREMAN'S PENSION</b>            |                           |         |                               |                    |
| <b>Division:</b>                            | 216                                 | FIRE PENSION              |         |                               |                    |
| BAKER, MARSHALL R                           |                                     | SEPT 2018                 | 261286  | MEDICARE PREMIUM/BAKER        | \$129.00           |
| BOWLS, DAVID                                |                                     |                           | 261289  | MEDICARE PREMIUM/BOWLS        | \$104.90           |
| CANFIELD, HARRY R                           |                                     |                           | 261292  | MEDICARE PREMIUM/CANFIELD     | \$119.00           |
| CARRICK, HENRY                              |                                     |                           | 261294  | MEDICARE PREMIUM/CARRICK      | \$134.00           |
| CLARK, FRANK M                              |                                     |                           | 261297  | MEDICARE PREMIUM/CLARK        | \$104.90           |
| DOWNES, DANNY                               |                                     |                           | 261304  | MEDICARE PREMIUM/DOWNES       | \$134.00           |
| ELIASON, CURTIS                             |                                     |                           | 261306  | MEDICARE PREMIUM/ELIASON      | \$134.00           |
| ESTY, RAYMOND J                             |                                     |                           | 261308  | MEDICARE PREMIUM/ESTY         | \$120.00           |
| FERRIANS, ALLEN LARRY                       |                                     |                           | 261311  | MEDICARE PREMIUM/FERRIANS     | \$130.00           |
| HOUCHIN, EARL                               |                                     |                           | 261316  | MEDICARE PREMIUM/HOUCHIN      | \$118.00           |
| JOHNSON, NEILS E                            |                                     |                           | 261319  | MEDICARE PREMIUM/JOHNSON      | \$110.00           |
| JONES, HAROLD                               |                                     |                           | 261320  | MEDICARE PREMIUM/JONES        | \$123.00           |
| KEYS, JACK D                                |                                     |                           | 261323  | MEDICARE PREMIUM/KEYS         | \$134.00           |
| LAHTI, ROGER P                              |                                     |                           | 261324  | MEDICARE PREMIUM/LAHTI        | \$104.90           |
| MURRAY, DAVID                               |                                     |                           | 261334  | MEDICARE PREMIUM/MURRAY       | \$110.00           |
| MYERS, EDWARD A                             |                                     |                           | 261335  | MEDICARE PREMIUM/MYERS        | \$119.00           |
| OWEN, MICHAEL                               |                                     |                           | 261339  | MEDICARE PREMIUM/OWEN         | \$110.00           |
| POLLARD, JAMES                              |                                     |                           | 261343  | MEDICARE PREMIUM/POLLARD      | \$104.90           |
| RONEY, LARRY                                |                                     |                           | 261348  | MEDICARE PREMIUM/RONEY        | \$113.00           |
| SIEMENS, DONALD                             |                                     |                           | 261350  | MEDICARE PREMIUM/SIEMENS      | \$125.00           |
| WEST, ROYAL                                 |                                     |                           | 261360  | MEDICARE PREMIUM/WEST         | \$116.00           |
| WILLIAMSON, CRAIG E                         |                                     |                           | 261361  | MEDICARE PREMIUM/WILLIAMSON   | \$108.00           |
| <b>FIRE PENSION TOTAL ****</b>              |                                     |                           |         |                               | <b>\$2,605.60</b>  |
| <b>FIREMAN'S PENSION Total ***</b>          |                                     |                           |         |                               | <b>\$2,605.60</b>  |
| <b>FUND 641</b>                             | <b>SOUTHEAST COMMUNICATIONS CTR</b> |                           |         |                               |                    |
| <b>Division:</b>                            | 600                                 | SECOMM OPERATIONS GENERAL |         |                               |                    |
| INSEGO NORTH AMERICA, LLC                   | P059451                             | 30161379                  | 261085  | NETMOTION MAINTENANCE RENEWAL | \$17,259.25        |
| LOCUTION SYSTEMS, INC                       | P058957                             | 118278                    | 261133  | LOCUTION PROJECT              | \$57,817.28        |
|                                             | P058957                             | 118298                    | 261388  | LOCUTION PROJECT              | \$6,543.15         |
| TRI CITY HERALD                             | S018046                             | 3762596                   | 261399  | NOTICE OF PUBLIC HEARING BCES | \$86.94            |
| <b>SECOMM OPERATIONS GENERAL TOTAL ****</b> |                                     |                           |         |                               | <b>\$81,706.62</b> |
| <b>Division:</b>                            | 601                                 | E911 OPERATIONS           |         |                               |                    |
| CENTURYLINK                                 | P059427                             | 100871204                 | 261025  | 2018 West Maintenance Renewal | \$45,137.64        |
|                                             | P059427                             | 100871205                 |         | 2018 West Maintenance Renewal | \$260.64           |
| CITY OF RICHLAND                            |                                     | 18-336 DUNCAN             | 261373  | 18-336 CBD INSTRUCTOR TRAIN   | \$933.41           |



| Vendor                                           | P.O. Number                 | Invoice Number                 | Check # | Purpose of Purchase            | Invoice Amount      |
|--------------------------------------------------|-----------------------------|--------------------------------|---------|--------------------------------|---------------------|
| <b>E911 OPERATIONS TOTAL ****</b>                |                             |                                |         |                                | <b>\$46,331.69</b>  |
| <b>SOUTHEAST COMMUNICATIONS CTR Total ***</b>    |                             |                                |         |                                | <b>\$128,038.31</b> |
| <b>FUND 643</b>                                  | <b>EMERGENCY MANAGEMENT</b> |                                |         |                                |                     |
| <b>Division:</b>                                 | 620                         | STATE / LOCAL ASSISTANCE       |         |                                |                     |
| CITY OF RICHLAND                                 |                             | 4849081                        | 261031  | BCES UTILITY SRVC 07/02-08/01  | \$394.99            |
| <b>STATE / LOCAL ASSISTANCE TOTAL ****</b>       |                             |                                |         |                                | <b>\$394.99</b>     |
| <b>Division:</b>                                 | 621                         | RADIOLOGICAL EMGCY PREPAREDNES |         |                                |                     |
| CITY OF RICHLAND                                 |                             | 4849081                        | 261031  | BCES UTILITY SRVC 07/02-08/01  | \$394.98            |
| <b>RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****</b> |                             |                                |         |                                | <b>\$394.98</b>     |
| <b>Division:</b>                                 | 622                         | DOE EMERGENCY PREPAREDNESS     |         |                                |                     |
| CITY OF RICHLAND                                 |                             | 4849081                        | 261031  | BCES UTILITY SRVC 07/02-08/01  | \$394.98            |
| LUDLUM MEASUREMENTS INC                          | P059449                     | 00454464                       | 261389  | CALIBRATE AN ADDITIONAL 43-9 P | \$162.90            |
|                                                  | P059449                     |                                |         | TECHNICIAN LABOR               | \$108.60            |
|                                                  | P059449                     |                                |         | GM TUBE-LND 7311 PANCAKE #01-5 | \$196.57            |
|                                                  | P059449                     |                                |         | WND-M 43-5-2 LAYER MY #40-4111 | \$41.27             |
|                                                  | P059449                     |                                |         | LUDLUM MODEL 12 CALIBRATION WI | \$651.60            |
|                                                  | P059449                     |                                |         | FREIGHT                        | \$89.05             |
| <b>DOE EMERGENCY PREPAREDNESS TOTAL ****</b>     |                             |                                |         |                                | <b>\$1,644.97</b>   |
| <b>Division:</b>                                 | 623                         | JURISIDICITION                 |         |                                |                     |
| CITY OF RICHLAND                                 |                             | 4849081                        | 261031  | BCES UTILITY SRVC 07/02-08/01  | \$394.98            |
| <b>JURISIDICITION TOTAL ****</b>                 |                             |                                |         |                                | <b>\$394.98</b>     |
| <b>Division:</b>                                 | 630                         | HOMELAND SECURITY PREPARDNESS  |         |                                |                     |
| ICOR TECHNOLOGY INC                              | P059397                     | 2019005                        | 261083  | TACTICAL-SWAT DISRUPTER KIT PA | \$4,500.00          |
|                                                  | P059376                     | 2019006                        |         | MINI CLAW KIT - 2ND GENERATION | \$4,150.00          |
|                                                  | P059376                     |                                |         | PORTABLE HANDHELD SCREEN (ANAL | \$4,045.00          |
|                                                  | P059376                     |                                |         | SHIPPING AND HANDLING          | \$100.00            |
|                                                  | P059140                     | 2019007                        |         | MINI ARM PICATINNY RAIL ASSEMB | \$343.00            |
|                                                  | P059140                     |                                |         | FIRING CIRCUIT AND DUKE PRO    | \$2,214.80          |
|                                                  | P059140                     |                                |         | K3150 ROBOT DISRUPTER SLEEVE   | \$2,793.00          |
|                                                  | P059140                     |                                |         | Mini Caliber Robot             | \$43,610.00         |
|                                                  | P059140                     |                                |         | SHIPPING AND HANDLING          | \$950.00            |
| SOUND UNIFORM GROUP LLC                          | P059343                     | 201808B145                     | 261351  | FULL CUT BUSCH HELMET IIIA BLA | \$7,408.91          |
| <b>HOMELAND SECURITY PREPARDNESS TOTAL ****</b>  |                             |                                |         |                                | <b>\$70,114.71</b>  |
| <b>EMERGENCY MANAGEMENT Total ***</b>            |                             |                                |         |                                | <b>\$72,944.63</b>  |
| <b>FUND 645</b>                                  | <b>SECOMM CONSOLIDATED</b>  |                                |         |                                |                     |
| <b>Division:</b>                                 | 600                         | SECOMM OPERATIONS GENERAL      |         |                                |                     |





## City Of Richland

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From: 8/27/2018 To: 9/7/2018

| Vendor                                        | P.O. Number                | Invoice Number | Check # | Purpose of Purchase           | Invoice Amount |
|-----------------------------------------------|----------------------------|----------------|---------|-------------------------------|----------------|
| CITY OF RICHLAND                              |                            | 4849081        | 261031  | BCES UTILITY SRVC 07/02-08/01 | \$2,369.89     |
| SECOMM OPERATIONS GENERAL TOTAL****           |                            |                |         |                               | \$2,369.89     |
| SECOMM CONSOLIDATED Total ***                 |                            |                |         |                               | \$2,369.89     |
| FUND 803                                      | UTILITY BILL CLEARING FUND |                |         |                               |                |
| Division: 000                                 |                            |                |         |                               |                |
| ADVANCED UTILITY ACCOUNTS PAYABLE<br>INVOICES |                            | CISPAY15594    | 261009  | Customer Refund               | \$89.86        |
|                                               |                            | CISPAY15595    | 261079  | Customer Refund               | \$47.69        |
|                                               |                            | CISPAY15596    | 261184  | Customer Refund               | \$240.00       |
|                                               |                            | CISPAY15597    | 261141  | Customer Refund               | \$112.58       |
|                                               |                            | CISPAY15598    | 261089  | Customer Refund               | \$330.55       |
|                                               |                            | CISPAY15599    | 261220  | Customer Refund               | \$300.00       |
|                                               |                            | CISPAY15600    | 261200  | Customer Refund               | \$247.17       |
|                                               |                            | CISPAY15601    | 261143  | Customer Refund               | \$129.93       |
|                                               |                            | CISPAY15602    | 261027  | Customer Refund               | \$487.21       |
|                                               |                            | CISPAY15603    | 261057  | Customer Refund               | \$76.15        |
|                                               |                            | CISPAY15604    | 261123  | Customer Refund               | \$144.51       |
|                                               |                            | CISPAY15605    | 261056  | Customer Refund               | \$159.09       |
|                                               |                            | CISPAY15606    | 261148  | Customer Refund               | \$74.89        |
|                                               |                            | CISPAY15607    | 261154  | Customer Refund               | \$0.50         |
|                                               |                            | CISPAY15608    | 261090  | Customer Refund               | \$101.36       |
|                                               |                            | CISPAY15609    | 261245  | Customer Refund               | \$75.37        |
|                                               |                            | CISPAY15610    | 261097  | Customer Refund               | \$55.94        |
|                                               |                            | CISPAY15611    | 261206  | Customer Refund               | \$69.76        |
|                                               |                            | CISPAY15612    | 261140  | Customer Refund               | \$111.43       |
|                                               |                            | CISPAY15613    | 260997  | Customer Refund               | \$48.75        |
|                                               |                            | CISPAY15614    | 261160  | Customer Refund               | \$298.36       |
|                                               |                            | CISPAY15615    | 261100  | Customer Refund               | \$69.59        |
|                                               |                            | CISPAY15616    | 261228  | Customer Refund               | \$75.14        |
|                                               |                            | CISPAY15617    | 261081  | Customer Refund               | \$186.23       |
|                                               |                            | CISPAY15618    | 261111  | Customer Refund               | \$134.64       |
|                                               |                            | CISPAY15619    | 261186  | Customer Refund               | \$252.71       |
|                                               |                            | CISPAY15620    | 261221  | Customer Refund               | \$137.87       |
|                                               |                            | CISPAY15621    | 261054  | Customer Refund               | \$169.21       |
|                                               |                            | CISPAY15622    | 261214  | Customer Refund               | \$8.05         |
|                                               |                            | CISPAY15623    | 261119  | Customer Refund               | \$10.71        |
|                                               |                            | CISPAY15624    | 261230  | Customer Refund               | \$300.58       |
|                                               |                            | CISPAY15625    | 261041  | Customer Refund               | \$18.36        |
|                                               |                            | CISPAY15626    | 261136  | Customer Refund               | \$73.81        |
|                                               |                            | CISPAY15627    | 261002  | Customer Refund               | \$12.82        |



## City Of Richland

## VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                        | P.O. Number | Invoice Number | Check # | Purpose of Purchase | Invoice Amount |
|-----------------------------------------------|-------------|----------------|---------|---------------------|----------------|
| ADVANCED UTILITY ACCOUNTS PAYABLE<br>INVOICES |             | CISPAY15628    | 261078  | Customer Refund     | \$182.36       |
|                                               |             | CISPAY15629    | 261131  | Customer Refund     | \$100.81       |
|                                               |             | CISPAY15630    | 261129  | Customer Refund     | \$128.11       |
|                                               |             | CISPAY15631    | 261151  | Customer Refund     | \$18.81        |
|                                               |             | CISPAY15632    | 261210  | Customer Refund     | \$4.30         |
|                                               |             | CISPAY15633    | 261067  | Customer Refund     | \$50.00        |
|                                               |             | CISPAY15634    | 261093  | Customer Refund     | \$151.39       |
|                                               |             | CISPAY15635    | 261193  | Customer Refund     | \$39.29        |
|                                               |             | CISPAY15636    | 261113  | Customer Refund     | \$97.26        |
|                                               |             | CISPAY15637    | 261172  | Customer Refund     | \$75.45        |
|                                               |             | CISPAY15638    | 261058  | Customer Refund     | \$6.57         |
|                                               |             | CISPAY15639    | 261045  | Customer Refund     | \$16.92        |
|                                               |             | CISPAY15640    | 261216  | Customer Refund     | \$68.87        |
|                                               |             | CISPAY15641    | 261042  | Customer Refund     | \$157.73       |
|                                               |             | CISPAY15642    | 261185  | Customer Refund     | \$146.99       |
|                                               |             | CISPAY15643    | 261181  | Customer Refund     | \$152.00       |
|                                               |             | CISPAY15644    | 261191  | Customer Refund     | \$7.13         |
|                                               |             | CISPAY15645    | 261029  | Customer Refund     | \$83.64        |
|                                               |             | CISPAY15646    | 261235  | Customer Refund     | \$122.26       |
|                                               |             | CISPAY15647    | 261063  | Customer Refund     | \$300.58       |
|                                               |             | CISPAY15648    | 260991  | Customer Refund     | \$0.99         |
|                                               |             | CISPAY15649    | 261088  | Customer Refund     | \$142.00       |
|                                               |             | CISPAY15650    | 261233  | Customer Refund     | \$12.09        |
|                                               |             | CISPAY15651    | 261075  | Customer Refund     | \$30.56        |
|                                               |             | CISPAY15652    | 261134  | Customer Refund     | \$109.34       |
|                                               |             | CISPAY15653    | 261197  | Customer Refund     | \$59.61        |
|                                               |             | CISPAY15654    | 261158  | Customer Refund     | \$36.89        |
|                                               |             | CISPAY15655    | 261065  | Customer Refund     | \$15.13        |
|                                               |             | CISPAY15656    | 261011  | Customer Refund     | \$82.27        |
|                                               |             | CISPAY15657    | 261217  | Customer Refund     | \$49.78        |
|                                               |             | CISPAY15658    | 261211  | Customer Refund     | \$73.53        |
|                                               |             | CISPAY15659    | 261164  | Customer Refund     | \$80.82        |
|                                               |             | CISPAY15660    | 261227  | Customer Refund     | \$95.97        |
|                                               |             | CISPAY15661    | 261023  | Customer Refund     | \$95.34        |
|                                               |             | CISPAY15662    | 261238  | Customer Refund     | \$60.96        |
|                                               |             | CISPAY15663    | 261103  | Customer Refund     | \$13.81        |
|                                               |             | CISPAY15664    | 260994  | Customer Refund     | \$242.19       |
|                                               |             | CISPAY15665    | 261199  | Customer Refund     | \$64.55        |
|                                               |             | CISPAY15666    | 261001  | Customer Refund     | \$47.14        |
|                                               |             | CISPAY15667    | 261139  | Customer Refund     | \$91.70        |



## City Of Richland

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From: 8/27/2018 To: 9/7/2018

| Vendor                                        | P.O. Number | Invoice Number | Check # | Purpose of Purchase | Invoice Amount |
|-----------------------------------------------|-------------|----------------|---------|---------------------|----------------|
| ADVANCED UTILITY ACCOUNTS PAYABLE<br>INVOICES |             | CISPAY15668    | 261019  | Customer Refund     | \$10.46        |
|                                               |             | CISPAY15669    | 261127  | Customer Refund     | \$79.85        |
|                                               |             | CISPAY15670    | 261005  | Customer Refund     | \$29.45        |
|                                               |             | CISPAY15671    | 261222  | Customer Refund     | \$91.62        |
|                                               |             | CISPAY15672    | 261105  | Customer Refund     | \$93.04        |
|                                               |             | CISPAY15673    | 261215  | Customer Refund     | \$29.35        |
|                                               |             | CISPAY15674    | 261192  | Customer Refund     | \$85.42        |
|                                               |             | CISPAY15675    | 261003  | Customer Refund     | \$57.25        |
|                                               |             | CISPAY15676    | 261112  | Customer Refund     | \$48.83        |
|                                               |             | CISPAY15677    | 261080  | Customer Refund     | \$90.07        |
|                                               |             | CISPAY15678    | 261169  | Customer Refund     | \$31.58        |
|                                               |             | CISPAY15679    | 260998  | Customer Refund     | \$41.28        |
|                                               |             | CISPAY15680    | 261126  | Customer Refund     | \$11.29        |
|                                               |             | CISPAY15681    | 261150  | Customer Refund     | \$24.92        |
|                                               |             | CISPAY15682    | 261229  | Customer Refund     | \$56.32        |
|                                               |             | CISPAY15683    | 261028  | Customer Refund     | \$112.39       |
|                                               |             | CISPAY15684    | 261208  | Customer Refund     | \$78.77        |
|                                               |             | CISPAY15685    | 261006  | Customer Refund     | \$59.66        |
|                                               |             | CISPAY15686    | 261071  | Customer Refund     | \$35.80        |
|                                               |             | CISPAY15687    | 261117  | Customer Refund     | \$64.82        |
|                                               |             | CISPAY15688    | 261122  | Customer Refund     | \$83.41        |
|                                               |             | CISPAY15689    | 261091  | Customer Refund     | \$96.29        |
|                                               |             | CISPAY15690    | 261016  | Customer Refund     | \$7.76         |
|                                               |             | CISPAY15691    | 261051  | Customer Refund     | \$42.89        |
|                                               |             | CISPAY15692    | 261120  | Customer Refund     | \$57.98        |
|                                               |             | CISPAY15693    | 261196  | Customer Refund     | \$92.71        |
|                                               |             | CISPAY15694    | 261115  | Customer Refund     | \$6.93         |
|                                               |             | CISPAY15695    | 261144  | Customer Refund     | \$78.40        |
|                                               |             | CISPAY15696    | 261095  | Customer Refund     | \$141.19       |
|                                               |             | CISPAY15697    | 261049  | Customer Refund     | \$79.47        |
|                                               |             | CISPAY15698    | 261125  | Customer Refund     | \$111.46       |
|                                               |             | CISPAY15699    | 261137  | Customer Refund     | \$15.04        |
|                                               |             | CISPAY15700    | 261038  | Customer Refund     | \$101.86       |
|                                               |             | CISPAY15701    | 261183  | Customer Refund     | \$130.39       |
|                                               |             | CISPAY15702    | 261032  | Customer Refund     | \$71.80        |
|                                               |             | CISPAY15703    | 261234  | Customer Refund     | \$100.52       |
|                                               |             | CISPAY15704    | 261018  | Customer Refund     | \$31.40        |
|                                               |             | CISPAY15705    | 261022  | Customer Refund     | \$104.84       |
|                                               |             | CISPAY15706    | 261092  | Customer Refund     | \$46.37        |
|                                               |             | CISPAY15707    | 261207  | Customer Refund     | \$127.58       |



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| Vendor                                        | P.O. Number | Invoice Number | Check # | Purpose of Purchase | Invoice Amount |
|-----------------------------------------------|-------------|----------------|---------|---------------------|----------------|
| ADVANCED UTILITY ACCOUNTS PAYABLE<br>INVOICES |             | CISPAY15708    | 260993  | Customer Refund     | \$71.14        |
|                                               |             | CISPAY15709    | 261209  | Customer Refund     | \$89.56        |
|                                               |             | CISPAY15710    | 261087  | Customer Refund     | \$47.20        |
|                                               |             | CISPAY15711    | 261046  | Customer Refund     | \$39.14        |
|                                               |             | CISPAY15712    | 261030  | Customer Refund     | \$26.69        |
|                                               |             | CISPAY15713    | 260999  | Customer Refund     | \$32.12        |
|                                               |             | CISPAY15714    | 261163  | Customer Refund     | \$54.01        |
|                                               |             | CISPAY15715    | 261061  | Customer Refund     | \$109.61       |
|                                               |             | CISPAY15716    | 260992  | Customer Refund     | \$74.95        |
|                                               |             | CISPAY15717    | 261202  | Customer Refund     | \$60.87        |
|                                               |             | CISPAY15718    | 261101  | Customer Refund     | \$48.51        |
|                                               |             | CISPAY15719    | 261142  | Customer Refund     | \$62.59        |
|                                               |             | CISPAY15720    | 261017  | Customer Refund     | \$102.09       |
|                                               |             | CISPAY15721    | 261198  | Customer Refund     | \$176.68       |
|                                               |             | CISPAY15722    | 261099  | Customer Refund     | \$88.04        |
|                                               |             | CISPAY15723    | 261116  | Customer Refund     | \$74.59        |
|                                               |             | CISPAY15724    | 261114  | Customer Refund     | \$19.61        |
|                                               |             | CISPAY15725    | 261226  | Customer Refund     | \$76.22        |
|                                               |             | CISPAY15726    | 261118  | Customer Refund     | \$18.65        |
|                                               |             | CISPAY15727    | 261182  | Customer Refund     | \$96.17        |
|                                               |             | CISPAY15728    | 261189  | Customer Refund     | \$161.45       |
|                                               |             | CISPAY15729    | 261106  | Customer Refund     | \$31.49        |
|                                               |             | CISPAY15730    | 261047  | Customer Refund     | \$79.55        |
|                                               |             | CISPAY15731    | 261077  | Customer Refund     | \$126.00       |
|                                               |             | CISPAY15732    | 261102  | Customer Refund     | \$134.84       |
|                                               |             | CISPAY15733    | 261128  | Customer Refund     | \$55.96        |
|                                               |             | CISPAY15734    | 261104  | Customer Refund     | \$7.43         |
|                                               |             | CISPAY15735    | 261062  | Customer Refund     | \$38.42        |
|                                               |             | CISPAY15736    | 261053  | Customer Refund     | \$61.56        |
|                                               |             | CISPAY15737    | 261110  | Customer Refund     | \$62.08        |
|                                               |             | CISPAY15738    | 261190  | Customer Refund     | \$42.92        |
|                                               |             | CISPAY15739    | 261052  | Customer Refund     | \$134.26       |
|                                               |             | CISPAY15740    | 261107  | Customer Refund     | \$23.06        |
|                                               |             | CISPAY15741    | 261219  | Customer Refund     | \$36.67        |
|                                               |             | CISPAY15742    | 261225  | Customer Refund     | \$79.74        |
|                                               |             | CISPAY15743    | 261035  | Customer Refund     | \$134.99       |
|                                               |             | CISPAY15744    | 261098  | Customer Refund     | \$65.95        |
|                                               |             | CISPAY15745    | 261094  | Customer Refund     | \$107.53       |
|                                               |             | CISPAY15746    | 261096  | Customer Refund     | \$118.97       |
|                                               |             | CISPAY15747    | 261055  | Customer Refund     | \$48.83        |



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## VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor                                        | P.O. Number | Invoice Number | Check # | Purpose of Purchase | Invoice Amount |
|-----------------------------------------------|-------------|----------------|---------|---------------------|----------------|
| ADVANCED UTILITY ACCOUNTS PAYABLE<br>INVOICES |             | CISPAY15748    | 261168  | Customer Refund     | \$150.00       |
|                                               |             | CISPAY15749    | 261161  | Customer Refund     | \$217.04       |
|                                               |             | CISPAY15750    | 261188  | Customer Refund     | \$67.56        |
|                                               |             | CISPAY15751    | 261069  | Customer Refund     | \$95.92        |
|                                               |             | CISPAY15752    | 261187  | Customer Refund     | \$39.21        |
|                                               |             | CISPAY15753    | 261167  | Customer Refund     | \$62.61        |
|                                               |             | CISPAY15754    | 261259  | Customer Refund     | \$124.62       |
|                                               |             | CISPAY15755    | 261276  | Customer Refund     | \$20.86        |
|                                               |             | CISPAY15756    | 261255  | Customer Refund     | \$312.80       |
|                                               |             | CISPAY15757    | 261250  | Customer Refund     | \$111.73       |
|                                               |             | CISPAY15758    | 261257  | Customer Refund     | \$0.45         |
|                                               |             | CISPAY15759    | 261260  | Customer Refund     | \$57.17        |
|                                               |             | CISPAY15760    | 261278  | Customer Refund     | \$293.97       |
|                                               |             | CISPAY15761    | 261325  | Customer Refund     | \$111.36       |
| UNASSIGNED TOTAL ****                         |             |                |         |                     | \$15,211.86    |
| UTILITY BILL CLEARING FUND Total ***          |             |                |         |                     | \$15,211.86    |





## City Of Richland

VL-1 Voucher Listing

From: 8/27/2018 To: 9/7/2018

| Vendor | P.O. Number | Invoice Number | Check # | Purpose of Purchase | Invoice Amount |
|--------|-------------|----------------|---------|---------------------|----------------|
|--------|-------------|----------------|---------|---------------------|----------------|

Invoice Total: \*\*\*\*

\$1,473,435.52

## Number of Invoices

## Amount

|                           |     |                |
|---------------------------|-----|----------------|
| Vouchers In Richland      | 148 | \$83,802.50    |
| Vouchers In Tri Cities    | 85  | \$80,137.30    |
| Vouchers In WA            | 129 | \$205,409.31   |
| Vouchers Outside WA       | 458 | \$1,104,086.41 |
| Vouchers Final Total..... | 820 | \$1,473,435.52 |

| Ob ject Category | Title                    | Total          | Percentage |
|------------------|--------------------------|----------------|------------|
| 2                | BENEFITS                 | \$13,959.32    | 0.95%      |
| 3                | SUPPLIES                 | \$113,263.18   | 7.69%      |
| 4                | OTHER SERVICES & CHARGES | \$369,415.78   | 25.07%     |
| 6                | CAPITAL PROJECTS         | \$604,404.38   | 41.02%     |
|                  | MACHINERY & EQUIPMENT    | \$64,360.43    | 4.37%      |
|                  | REFUNDS                  | \$15,211.86    | 1.03%      |
| 9                | INTERFUND SERVICES       | \$22.34        | 0%         |
|                  | INVENTORY PURCHASES      | \$292,798.23   | 19.87%     |
|                  | Total                    | \$1,473,435.52 |            |



## ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEM COVERSHEET

Meeting Date: 09/18/2018

Agenda Category: Items of Business

Prepared By: Kerwin Jensen, Community Development Director

**Subject:**

Resolution No. 134-18, Approving a Purchase and Sale Agreement with Packaging Corporation of America

**Department:**

Community Development Services

**Recommended Motion:**

Adopt Resolution No. 134-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement and all necessary documents to complete the described real estate transaction with Packaging Corporation of America.

**Summary:**

Packaging Corporation of America is proposing to purchase a 42.06-acre parcel in the Horn Rapids Industrial Park along the west side of Kingsgate Way for the development of a 400,000 – 450,000 square foot manufacturing facility that will utilize both truck and rail transport for its daily operations.

The project expects to employ approximately 150 employees with an average salary of \$25/hour. They plan to open the facility by January, 2020.

The purchase price is \$45,000 per acre for the approximately 42.06-acre property, amounting to estimated gross proceeds of \$1,892,737. The purchase price is consistent with Resolution No. 35-13, which established pricing within the Horn Rapids Industrial Park in September, 2013. As part of the agreement, the City will construct Battelle Blvd. across the north border and relocate an irrigation line that runs diagonally across the parcel. Construction of Battelle Blvd. is already funded in the current Capital Improvement Plan (CIP).

This proposed purchase is subject to a 4% Finder's Fee with CBRE, Inc.

Staff recommends approval of Resolution 134-18.

**Fiscal Impact:**

Purchase Price is \$45,000 per acre with estimated gross proceeds of \$1,892,737 for the 42.06-acre lot. Net Proceeds after closing will be distributed to the City's Industrial Development Fund.

**Attachments:**

1. Resolution No. 134-18 with Purchase and Sale Agreement
2. CBRE Letter of Intent
3. Site Map

RESOLUTION NO. 134-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Packaging Corporation of America.

WHEREAS, the City of Richland is the owner of 42.06 acres of City-owned surplus property in the Horn Rapids Industrial Park with a physical address of 3003 Kingsgate Way; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code (RMC), 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 42.06 acres of property along Kingsgate Way are available for sale at \$45,000 per acre, for a total sale price of \$1,892,737; and

WHEREAS, Packaging Corporation of America has agreed to purchase the property for the stated price; and

WHEREAS, at its August 27, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 42.06 acres of City-owned surplus property along Kingsgate Way to Packaging Corporation of America for the total sale price of \$1,892,737.

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, in substantially the form attached hereto as **Exhibit A**, and all related documents necessary to sell the property described herein to Packaging Corporation of America for the total sale price of \$1,892,737.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

*Re: 3003 Kingsgate Way*

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 **PACKAGING CORPORATION OF AMERICA**, a Delaware corporation (“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 3003 Kingsgate Way, City of Richland, Benton County, Washington which is legally described and depicted in **Exhibit A** attached hereto and consisting of approximately 42 acres of land area, together with all privileges, rights, easements, rights of way, hereditaments, tenements and appurtenances arising from or appertaining to or used on or in connection with the real property (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, Exceptions (as defined below) accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

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 One Million Eight Hundred Ninety-Two Thousand Seven Hundred dollars and no cents (\$1,892,700) (the “Purchase Price”) based on \$45,000 per acre of land. The Purchase Price, plus or minus prorations and adjustments as set forth in Section 6.3 herein, 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. Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of One Hundred Thousand dollars (\$100,000) within five (5) business days of the Effective Date (as defined in Section 3.2 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 to Purchaser if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default pursuant to Section 10 below 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 10 herein, but only after any outstanding obligations for

Title Company services as specified in Section 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, the Earnest Money Deposit will be returned to Purchaser and after the Earnest Money Deposit is returned to Purchaser, neither party shall have any further obligation to the other hereunder.

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, the Earnest Money Deposit will be returned to Purchaser and after the Earnest Money Deposit is returned to Purchaser, neither party shall have any further obligation to the other hereunder.

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 an ALTA/ACSM survey of the Property (“Survey”) 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. The existence of the water supply line crossing the Property shall not be a permitted Exception, since the Seller has agreed to remove the water supply line prior to Closing pursuant to Section 7.1(d) hereof.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing (“Seller’s Response”) 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 for Purchaser’s approval) 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 pursuant to an endorsement acceptable to Purchaser 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 "Owner's Title Policy"). The Owner's Title Policy shall also include extended coverage over any general exceptions provided the Title Company accepts the Survey (and Seller shall deliver such statements and/or undertakings to the Title Company to allow the Title Company to provide such extended coverage) and such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including ninety (90) 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 request by Purchaser before the end of the initial Due Diligence Period. 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 and Conditions to Closing.

6.1. Closing Date; Escrow Closing. Closing shall occur in the office of the Title Company (provided, that neither Seller nor Purchaser shall be required to be physically present) on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period, or such earlier date desired by Purchaser upon giving ten (10) days' prior written notice to Seller and Title Company. 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 delivered to the closing escrow, the proceeds of sale are available for disbursement to Seller and the Title Company is unconditionally prepared to issue the Owner's Title Policy pursuant to Section 4.2 insuring Purchaser as owner of fee title to the Property.

6.2. Conditions to Closing. Purchaser's obligations under this Agreement are, at its option, subject to the satisfaction of the following conditions:

(a) The Property shall be in the same condition at Closing as the Property exists as of the Effective Date, except that Seller shall have removed or caused the removal of the water supply line crossing the Property.

(b) Seller shall cause the Title Company to issue to Purchaser the Owner's Title Policy with extended coverage and subject only to such Exceptions as previously approved by Purchaser pursuant to Section 4.1 hereof.

(c) Purchaser shall have received the legal commitment or legal right to connect a new rail spur track (to be constructed and installed by Purchaser on the Property) to the existing rail spur track, so that the improvements to be constructed by Purchaser on the Property pursuant to Section 7.3(d) shall be served by rail.

(d) The railroad operators (Burlington Northern and Union Pacific Railroad) shall have approved the quality and design of the existing rail spur track and confirmed their willingness to serve the Property with rail service.

(e) Sewer, water, natural gas and electricity shall be available to the improvements to be constructed on the Property in sufficient quantities and quality for Purchaser's intended operation of the Property for an approximately 300,000 sq. ft. of combined

warehousing, office and production facilities, at normal charges for such utilities. Seller makes no representations in this Agreement that said utilities are available in the quantity or quality required by Purchaser.

(f) The Seller shall have agreed in writing to (i) construct the extension of Battelle Boulevard, at its sole cost and expense, prior to December 31, 2019, in the location shown on **Exhibit A** attached hereto and (ii) after completion of the extension of Battelle Boulevard, accept dedication of such extension of Battelle Boulevard as a City of Richland roadway.

(g) Upon proper application and proven eligibility, Seller shall have approved or committed to approve Purchaser's application for waste water permits for the discharge of Purchaser's waste water into the City sewer system required for Purchaser's planned manufacturing operations on the Property.

(h) Purchaser shall have received a zoning and land use compliance letter from the appropriate governmental authorities confirming that the site is zoned for industrial use and may be developed with an industrial manufacturing plant.

(i) All of Seller's representations and warranties set forth in Section 7.2 of this Agreement shall be true and correct at or prior to the Closing.

(j) Seller shall have performed, observed and complied with all covenants and agreements required to be performed by Seller at or prior to the Closing.

(k) In the event of a failure of any of the foregoing conditions, Purchaser, at its option, shall have the right to (a) waive such failure and continue to Closing or (b) terminate this Agreement, in which event 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.

6.3. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the Owner's Title Policy including the costs of the extended coverage portion of the 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 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 6.3), 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.

6.4. Possession. Upon the Closing, Seller shall deliver to Purchaser sole and exclusive possession of the Property, free and clear of all leases, tenancies and rights of any other party, except for the Exceptions accepted by Purchaser pursuant to Section 4.1 above existing at time of transfer.

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, zoning or other 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 create or 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.

(d) Seller agrees to remove the water supply (irrigation) line crossing the Property within ninety (90) days of Closing.

(e) On or before December 31, 2019, Seller, at its sole cost and expense, shall construct the extension of Battelle Boulevard, in the location shown on **Exhibit D** attached hereto. After completion of such construction, the Seller shall accept dedication of such extension of Battelle Boulevard as a City or Richland roadway.

(f) After the Closing, Purchaser shall have the right to enter upon the adjacent property owned by Seller located north of the Property to excavate and remove soil from the adjacent property in the location determined by Seller without charge or cost, for use in balancing the topography of the Property. All such soil removed from the adjacent property and added to the Property shall become part of the Property. For the duration of the work performed under this section, Purchaser shall maintain at its own cost and expense public or commercial liability insurance in the sum of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 combined limit. Seller shall be named as an additional insured on such policy, and evidence of said coverage shall be provided to Seller before work commences.

(g) Seller's covenants set forth in this Section 7.1 shall survive the Closing and not merge with or into the Deed.

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 and shall survive the Closing and not merge with or into the Deed.

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 the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property including environmental laws, orders, ordinances or regulations.

(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

(h) There are no contracts or agreements of any kind relating to the Property to which Seller or its agent is a party and that would be binding on Purchaser after Closing other than this Agreement and the Exceptions. There are no leases, occupancy agreements, farming leases or rights to grow crops on the Property that will survive the Closing and remain in effect after the Closing Date.

(i) To Seller's knowledge, (i) there are no underground storage tanks on or in the Property, (ii) there are no wetlands on or affecting any portion of the Property, and (iii) during the time Seller has owned the Property, there have been no releases of any hazardous substances on or in the Property in violation of any environmental laws or any other violations



by the Property of any federal, state and local laws, rules, regulations, guidelines, orders and decrees and other governmental requirements governing hazardous substances.

(j) The water supply (irrigation) pipe crossing the Property has been abandoned and is no longer in use or operation.

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 300,000 square feet of combined warehousing, office and production 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 Industrial Park and Purchaser agrees that it 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 (a) the value of the Property, or (b) any portion of the Property Purchaser intends to improve with structures, parking or rail. Purchaser,

at its option, may terminate this Agreement by giving written notice to the Seller within ten (10) business days after Purchaser receives written notice from Seller of such event. If prior to the Closing Date Purchaser does not provide said termination notice within such ten (10) 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 (i) Seller fails to complete the sale of the Property in accordance with the terms of this Agreement, (ii) Seller breaches any of its representations, warranties, covenants or other obligations set forth in this Agreement, or (iii) a condition to closing pursuant to Section 6.2 is not satisfied, 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 within sixty (60) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit pursuant to Section 2.1.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, WHICH DEFAULT IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN NOTICE, 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, AS SELLER'S SOLE AND ABSOLUTE REMEDY. 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 CBRE, Inc., as 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:** Packaging Corporation of America  
1955 West Field Court  
Lake Forest, Illinois 60045  
Attention: Dennis Martin  
Phone: (847) \_\_\_\_ - \_\_\_\_  
Email: dmartin@packagingcorp.com

**With a copy to:** Duane Morris LLP  
190 South LaSalle Street, Suite 3700  
Chicago, Illinois 60603  
Attention: David B. Yelin, Esq.  
Phone: (312) 499-6778  
Email: dbyelin@duanemorris.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or three (3) 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 being developed with a minimum of 300,000 square feet of combined warehousing, office and production facilities, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within twelve (12) 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 twenty-four (24) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase, as hereinafter provided in this Section 11.13.

(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 have the right to repurchase the Property by refunding to purchaser, without interest, the original Purchase Price of One Million Eight Hundred Ninety-Two Thousand Seven Hundred dollars and no cents (\$1,892,700.00) 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 by quit claim deed 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, is non-assignable and shall be exercised at Seller’s sole discretion. This Right to Repurchase shall survive the Closing and remain in effect (i) for a period of twenty-four (24) 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.

(i) Provided that Purchaser submits an application to Seller for approval of building plans within the time period set forth in Section 11.13(a) and thereafter initiates construction of structures, as authorized by the issuance of a building permit, within the time period set forth in Section 11.13(b), this Right to Repurchase shall be and become null and void and of no force or effect. Seller agrees, promptly after request by Purchaser, to execute a termination of its Right to Repurchase and to execute a release and termination of the Memorandum of Repurchase Right, in recordable form.

(j) The time periods set forth in Sections 11.13(a) and (b) are subject to extension due to delays caused by events of force majeure.

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

11.15. Attorneys’ Fees. In the event of any controversy, claim, dispute or litigation between the parties hereto to enforce or interpret any of the provisions of the Agreement or any



right of either party hereto, the non-prevailing party to such litigation, as determined by a final, non-appealable order entered by a court of competent jurisdiction, agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, including without limitation, fees incurred during a trial of any action and any fees incurred as a result of an appeal from a judgment entered in such litigation. This Section 11.15 shall survive Closing or the earlier termination of this Agreement.

11.16. Further Assurances. Seller and Purchaser shall execute and deliver to the other all such other documents and instruments and perform such further acts as reasonably requested by the other party to effectuate the transactions contemplated hereby.

11.17. Time of Essence. Time is of the essence under this Agreement.

11.18. Force Majeure. Notwithstanding anything to the contrary set forth in this Agreement, a party's obligation to perform under this Agreement shall be suspended and excused if and so long as the non-performance of such obligation shall be directly or indirectly delayed, impeded or prevented by a strike, lockout, Act of God, enemy action, war, national emergency, riot, fire or other similar exigency which is unforeseeable, unforeseen adverse weather conditions, unavailability of materials, not brought about by the lack of diligence of the non-performing party, and governmental or municipal delays (including any delays of local development, zoning, land use or building departments issuing applicable permits or approvals) beyond the reasonable control of the non-performing party. The occurrence and continuation of any such event is referred to herein as "Force Majeure". In the event of the occurrence and for so long as any such Force Majeure event shall continue, the non-performing party shall be excused from performing, and any applicable deadlines shall be extended, for a period equal to period of delay caused by or arising from such event of Force Majeure.

11.19. Severability. No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

11.20. No Personal Liability. No constituent officer, director, employee, principal or member in or agent of Purchaser or Seller nor any advisor, trustee, manager, director, officer, employee, beneficiary, shareholder, participant, representative or agent of any corporation or trust that is or becomes a constituent owner or member in Purchaser or Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

11.21. Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement: (a) singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter, (b) the

headings contained in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect, and (c) each party and its counsel have reviewed this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits or schedules hereto.

*[Signature Page to Follow]*

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

**CITY OF RICHLAND – SELLER**

**PACKAGING CORPORATION OF  
AMERICA – PURCHASER**

\_\_\_\_\_  
By: Cynthia D. Reents

Its: City Manager

\_\_\_\_\_  
By: Dennis Martin

Its: Vice President – Real Estate

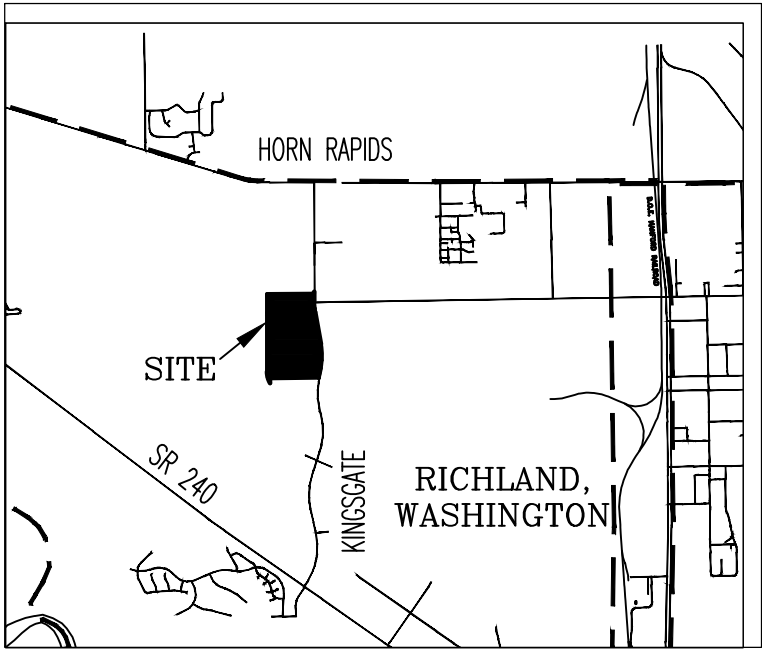
\_\_\_\_\_  
Date: September \_\_\_, 2018

\_\_\_\_\_  
Date: September \_\_\_, 2018

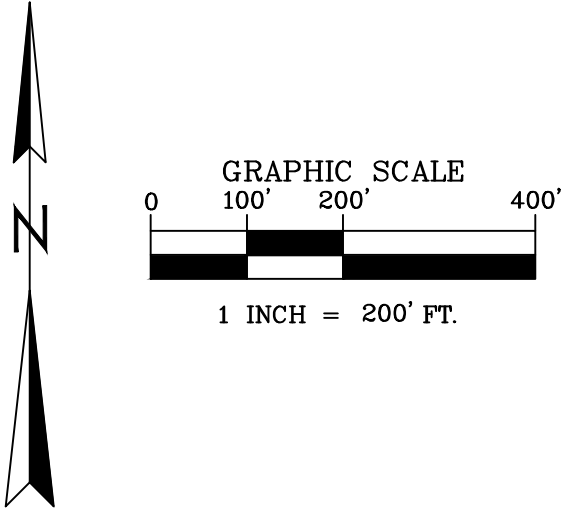
APPROVED AS TO FORM:

\_\_\_\_\_  
By: Heather Kintzley, City Attorney

Exhibit A



PORTIONS OF THE SW 1/4 OF SECTION  
16 AND THE NW 1/4 OF SECTION 21,  
TOWNSHIP 10 NORTH, RANGE 28 EAST,  
W.M., CITY OF RICHLAND,  
BENTON COUNTY, WASHINGTON



## **Exhibit B**

### **CITY OF RICHLAND FINDER'S FEE AGREEMENT**

**Name of Finder:** CBRE, INC

**Name of Prospective Purchaser:** PACKING CORPORATION OF AMERICA

**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 –3003 Kingsgate Way - and legally described on **Exhibit A** (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



Shawn Childs, CCIM

1420 Fifth Avenue  
Suite 1700  
Seattle, WA 98101

CBRE Inc.

+1 206 442 2749 Tel  
+1 206 292 6033 Fax  
+1 206 399 9582 Cell

shawn.childs@cbre.com  
www.cbre.com

July 9, 2018

Mr. Roger G. Wright, PC  
RGW Enterprises, PC  
3250 Port of Benton Boulevard  
Richland, WA 99354

Via email: [roger@rgwententerprises.com](mailto:roger@rgwententerprises.com)

**Re: Request for Proposal; Approximately 40 Acres in a portion of the Horn Rapids Industrial Park,  
Richland, WA**

Dear Roger:

CBRE, Inc. ("CBRE") has been requested by our client, **Undisclosed Company**, ("Buyer") to obtain from Property Ownership ("Owner" "Seller"), a response to the request for proposal set forth below to purchase the above referenced building. This request for proposal addresses the economic requests and lease issues to be addressed in any contract or agreement. We respectfully request that the Owner deliver the requested proposal prior to July 16, 2018

Please address the following in the initial proposal:

1. **Purchase/Sale Agreement:** Purchase Agreement to be executed within **Thirty (30)** days following Seller's receipt of draft Purchase Agreement as more particularly described below in Section 10, unless extended by written agreement from both parties.
2. **Property:** Approximately 40 acres of rail served land located in the Horn Industrial Park, Richland, WA, identified as Parcel 1 on the attached. Please confirm the location and portion of the site on the initial proposal. The Seller shall pay all costs required to extend the rail spur to the Property.

3. **Purchase Price:** Please propose the terms and conditions offered for the Buyer to purchase the Property including any easements or restrictions.
4. **Purchaser:** Buyer or it's assignee or designee.
5. **Seller:** Please confirm the ownership's identity.
6. **Manner of Payment:** Cash at closing.
7. **Closing Costs:** Subject to the other terms of this letter, all closing costs ("Closing Costs") shall be borne by Purchaser and Seller in a fashion that is customary for transactions of this type in the state of Washington. Seller will pay Owner's title policy, mortgage release fees and all transfer fees, if any. Purchaser shall pay for the costs of any endorsements to the Owner's title policy, the costs of any lender policy required by its lender (including any endorsements thereto), and for the recording of any mortgage documents. Title closing fee shall be paid equally by Seller and Purchaser.
8. **Earnest Money / Other:** Please propose what, if any, earnest deposit will be required (the "Deposit").
9. **Zoning:** Please confirm the zoning and approved uses of the Property. The Buyer intends to use the site to develop a manufacturing and warehousing building on the site.
10. **Purchase & Sale Agreement:** Seller agrees that, upon execution of an LOI, Seller will (a) withdraw the Property from the market, (b) Purchaser shall provide Seller with a draft Purchase Agreement within ten (10) business days of the date that Seller signs the LOI, and (c) agree to negotiate exclusively with Purchaser for a period of 60 days from the date Purchaser receives the draft of the Purchase Agreement.
11. **Examination Period:** Purchaser will have ninety (90) days from the Effective Date (the date that the Purchase Agreement is executed) to determine if the Property is suitable for its intended use. Purchaser will perform whatever testing

and feasibility studies it deems necessary during the Examination Period, subject to customary restrictions that will be set forth in the Purchase Agreement with respect to any invasive testing. If, at any time during the Examination Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for its use, Purchaser may terminate the Purchase Agreement and shall be entitled to a full refund of the Deposit. Upon expiration of the Examination Period, the Deposit shall be non-refundable except in the event of a default by the Seller, but shall be applicable to the Purchase Price at closing, if closing occurs.

Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of such documents and information in the possession or control of Seller and applicable to the Property as Purchaser shall reasonably request. Such documents and information shall include, without limitation, the following, to the extent applicable to the Property and in Seller's possession or control: physical due diligence reports; legal descriptions; tax bills for the last three (3) calendar years; recorded and known unrecorded claims or known potential claims or liens; any existing environmental assessments and reports concerning the Property; all plans, permits, licenses, contracts, maps and approvals; all boundary, topographic and surveys; subdivision reports (if any); covenants, conditions, easements and restrictions regarding the Property; any soils and engineering reports for the Property; copies of governmental zoning letters; floodplain documentation; engineering reports; all agreements affecting or relating to the Property which will remain in effect after the Closing Date; zoning studies, engineering studies, utility investigating, serviceability by rail, availability of tax abatement, any existing lease agreements and such other information as may be specified in the Purchase Agreement. The Examination Period shall be extended day for day that the Seller fails to deliver the documentation as required in the Purchase Agreement.

If the required documentation does not exist, Seller will agree to pay for the costs to prepare a survey and soil reports to satisfy the above documents.

As outlined in the Purchase Agreement, Purchaser will agree to indemnify and hold Seller harmless from and against any reasonable loss, cost or expense, including reasonable attorney's fees, associated with any damage to the Property that results from the acts of Purchaser or its agents inspecting the Property.

12. **Conditions Precedent  
to Closing:**

Purchaser's obligation to purchase shall be subject to the satisfaction of the following basic conditions on or before the expiration of the Examination Period:

- a) Seller's delivery to Purchaser, at Seller's expense, of a Standard Commitment for an Owner's Policy of Title Insurance issued by Title Company containing the agreement of such Title Company to insure fee simple title to the Property in the name of Purchaser upon delivery of a Limited Warranty Deed from Seller to Purchaser, subject only to current real estate taxes and assessments not delinquent as of closing and such other right-of-way, easements, restrictions and minor defects of or non-monetary encumbrances on title which, in the opinion of counsel for Purchaser, do not adversely affect the ownership or operation of the Property or adversely affect the marketability of title to the Property. Title Company office to be Escrow Agent.
- b) Purchaser's review and approval of a satisfactory ALTA survey. Seller shall pay for the ALTA survey or other survey that will be prepared within sixty days of the Effective Date of the Purchase Agreement (the "Survey").
- c) Purchaser shall have a period of thirty (30) days after the last to be received of the Title Commitment, recorded title exception documents, and the Survey ("Objection Period") to review, approve and/or make objection to title and survey matters. The Examination Period shall be extended day for day that the Seller fails to deliver the Title & Survey as required in the Purchase Agreement.
- d) At Closing, Seller shall cause the Escrow Agent to issue to Purchaser an ALTA Owners Policy of Title Insurance, in the amount



of the Purchase Price, containing extended coverage over the general exceptions ("Owner's Policy"), subject only to such title exceptions and survey matters as may be approved by or waived Purchaser. Seller shall pay any amounts required to satisfy and remove any liens or encumbrances of an ascertainable amount or any past due taxes or assessments on the Property. On the Closing Date, Seller shall pay the cost of the Title Commitment, the premium for the Owner's Policy, and the cost of the Survey.

- e) Purchaser's determination, in its sole and absolute discretion, that the Property is suitable for Purchaser's intended use.
- f) Purchaser obtaining all necessary internal corporate approvals for the purchase of the Property.
- g) The city of Richland providing confirmation for providing incentives as required to re-develop the Property, including any tax reductions.
- h) The City of Richland to pay costs to install rail service to the Property and provide access to utilities to the Property.
- i) The City of Richland shall pay the cost to remove the existing irrigation system on Parcel 1 prior to closing.

If Purchaser fails to terminate the Purchase Agreement prior to the expiration of the Examination Period, the foregoing conditions shall be deemed to have been satisfied and/or waived.

- |     |                                        |                                                                                                                                                                                                                                                                         |
|-----|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13. | <b>Closing:</b>                        | Closing shall take place no later than <b>Thirty (30) days</b> after the end of the Examination Period.                                                                                                                                                                 |
| 14. | <b>Representations and Warranties:</b> | The Purchase Agreement will provide for usual and customary representations and warranties on the part of Seller. Seller shall be responsible for any and all liability relating to the environmental condition of the Property prior to the Closing Date. Seller shall |

indemnify, defend and hold Purchaser harmless from and against any and all environmental liability prior to the Closing Date.

The parties will make such additional reasonable representations and warranties as are customary in transactions of this type.

15. **Prorations:**

All rents, utilities, insurance and service contracts and any other items subject to proration shall be prorated as of the Closing between Purchaser and Seller based upon the days of ownership of each with respect to the Property for the year or month of closing, as applicable. Notwithstanding the foregoing, with respect to real estate taxes and personal property taxes (if any), for any prior calendar year and remaining unpaid shall be the obligation of Seller, and all taxes assessed for the year of Closing and payable in the following year shall be prorated between Seller and Purchaser on a calendar basis as of the closing date. A credit at closing shall be given to Purchaser for due but unpaid taxes which are Seller's obligations. Seller will provide an Owner's title insurance policy at its cost, issued by the Title Company. Purchaser shall pay for the costs of any lender's title insurance policy required by its lender and any and all title endorsements required by Purchaser or its lender.

16. **Closing Costs:**

At Closing, Seller shall pay for the preparation of the deed to the Property, the cost to discharge any mortgage on the Property, and the cost of the Survey. At Closing, Purchaser shall be responsible for the cost of recording the deed and the cost of any title insurance Purchaser elects to purchase (including, without limitation, any endorsements to the Owner's Policy and any title insurance required by Purchaser's lender, if any), and any other Purchaser initiated tests or studies. State and County transfer taxes and any other taxes imposed by the State of Washington and Benton County applicable to the sale will be paid by Seller. Seller and Purchaser shall split equally all escrow closing costs charged by Escrow Agent. Each party will pay their own attorney's fees.

17. **Cooperation of Seller:**

Seller agrees to provide Purchaser for its initial examination on the date of the execution of the Purchase Agreement by both Purchaser and Seller, photocopies of (i) current title policies, (ii) existing surveys

and site plans (including recorded easements), (iii) environmental site assessments, and (iv) any applicable permits, certificates of occupancy, leases and all other documents reasonably required by Purchaser, which are in Seller's possession or control. Thereafter, Seller agrees to cooperate with Purchaser in Purchaser's examination of the Property and during all aspects of the approval process.

18.     **Confidentiality:**           The terms and conditions (including the existence) of this Letter of Intent and all further discussions shall be treated by both parties on a confidential basis, subject to appropriate disclosure to regulatory authorities or unless otherwise required by law.
19.     **Right of Assignment:**       Purchaser shall have the right to assign the right to purchase the Property to an entity controlled by Purchaser or one or more of the principals of Purchaser or a third party otherwise associated with or related to Purchaser or its principals.
20.     **Brokers and Fee:**           Both Purchaser and Seller acknowledge that CBRE, Inc. represents the Purchaser in this transaction. A fee of Five percent (5%) of the purchase price paid to CBRE at closing by Seller.

We look forward to your response. Please call Shawn Childs at 206-442-2749 or David Tropp at 312-935-1424 with any questions.

Sincerely,

CBRE, Inc.

A handwritten signature in cursive script that reads "Shawn Childs".

Shawn Childs

CC:

David S. Tropp, CBRE Executive Vice President



102.01

HORN RAPIDS  
RESIDENTIAL  
COMMUNITY

SHAWN CHILDS, CBRE  
42.00 ACRE  
PURCHASE

SCHAEFFER WAY

KINGSGATE WAY

1ST ST

POLAR WAY

FERGUSON  
ENTERPRISES

PREFERRED  
FREEZER

CWCP RAIL LOOP

LOGSTON BLVD

BATTELLE BLVD

VILLAGE PKWY



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/18/2018

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

**Subject:**

Resolution No. 135-18, Approving an Eighth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.

**Department:**

Community Development Services

**Ordinance/Resolution Number:**

135-18

**Document Type:**

Resolution

**Recommended Motion:**

Adopt Resolution No. 135-18, authorizing the City Manager to sign and execute an Eighth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.

**Summary:**

On March 17, 2015, Council authorized a Purchase and Sale Agreement (Contract No. 54-15) with The Crown Group, Inc. ("Crown") for the sale and development of 650 George Washington Way. Since its execution, the Agreement with Crown has been amended seven times to: extend the Initial 90-day Contingency Period, authorize an alternative design concept, allow reimbursement for a sewer line relocation, authorize cost-sharing for construction of a retaining wall, surplus City park land for sale to Crown, credit park district impact fees for investments in trail improvements, approve a revised mixed-use residential/retail design, and extend the deadline to start construction to correspond with HUD's loan processing schedule.

On September 11, 2018, staff was notified in writing that, while on track to issue a firm financial commitment, HUD will not have a final decision until on or about October 5, 2018. To accommodate this date, Crown is seeking a 30-day extension of its obligation to deliver a firm financial commitment to the City by September 30, 2018. HUD's communication with Crown is provided with this staff report for Council consideration.

Crown has worked diligently to meet all deadlines contained in the schedule adopted by the Sixth Amendment, and remains committed and deeply invested in the project. Although minor adjustments in timing may be required to facilitate the process, both parties continue to work together in good faith and remain enthusiastic about the project, which will drive density into Richland's downtown consist with Council's vision.

Staff recommends approval of Resolution No. 135-18, granting a 30-day extension to The Crown Group, Inc. for delivery of a firm financial commitment.

**Fiscal Impact:**

None.

**Attachments:**

1. Resolution No. 135-18
2. 8th Amendment to The Crown Group, Inc PSA (54-15)
3. September 11, 2018 email from HUD



## RESOLUTION NO. 135-18

A RESOLUTION of the City of Richland authorizing an Eighth Amendment to the Purchase and Sale Agreement by and between the City of Richland and The Crown Group, Inc.

WHEREAS, on March 17, 2015, Richland City Council adopted Resolution No. 33-15, authorizing execution of a Purchase and Sale Agreement (Contract No. 54-15, hereinafter "Original Agreement") by and between the City of Richland (hereinafter "City") and The Crown Group, Inc. (hereinafter "Crown"); and

WHEREAS, on August 5, 2015, the City and Crown executed a First Amendment to Purchase and Sale Agreement extending the initial 90-day Contingency Period under Section 4.4 of the Original Agreement to February 26, 2016; and

WHEREAS, on February 16, 2016, the City and Crown executed a Second Amendment to Purchase and Sale Agreement extending the Initial 90-day Contingency Period under Section 4.4 of the Original Agreement to June 25, 2016; and

WHEREAS, on June 7, 2016, the City and Crown executed a Third Amendment to Purchase and Sale Agreement extending the initial 90-day Contingency Period under Section 4.4 of the Original Agreement to August 18, 2016; and

WHEREAS, on August 10, 2016, Crown submitted a written Extension Notice to the City to exercise its First Extension Period and extend the Contingency Period an additional 90 days to November 16, 2016; and

WHEREAS, on November 11, 2016, Crown submitted a written Extension Notice to the City to exercise its Second Extension Period and extend the Contingency Period and additional 90 days to February 14, 2017; and

WHEREAS, on November 15, 2016, Richland City Council approved a Fourth Amendment to Purchase and Sale Agreement with Crown, authorizing an alternative development concept that includes 5,000 square feet of retail space and no fewer than 60 residential units; and

WHEREAS, on February 8, 2017, Crown submitted a written Extension Notice to the City to exercise its Third Extension Period and extend the Contingency Period an additional 90 days to May 15, 2017; and

WHEREAS, with each Extension Notice submitted, Crown forfeited certain Earnest Money Deposits to the City that are applicable toward the purchase price only upon closing; and

WHEREAS, on May 15, 2017, Crown submitted a written waiver of conditions under the Purchase and Sale Agreement; and

WHEREAS, on September 7, 2017, City Council executed a Sixth Amendment to Purchase and Sale Agreement with Crown, authorizing closing to occur no less than thirty (30) calendar days after Crown receives a firm financial commitment from a viable lender, which was to occur no later than July 10, 2018; and

WHEREAS, on June 19, 2018, City Council executed a Seventh Amendment to Purchase and Sale Agreement with Crown, extending the date by which Crown was to receive the firm financial commitment to September 30, 2018; and

WHEREAS, Crown has diligently pursued the firm financial commitment from HUD through timely submission of a pre-application and all other deliverables on the schedule adopted by the Sixth Amendment to Purchase and Sale Agreement; and

WHEREAS, on April 24, 2018, Crown received an invitation from HUD to submit a Firm Commitment Application for further consideration of funding the project; and

WHEREAS, on September 11, 2018, HUD notified Crown that a senior underwriter was assigned to FHA Project No. 171-35250, "Park Place Apartments" on or about August 20, 2018, and that October 5, 2018 is HUD's target date for a decision on the firm application; and

WHEREAS, based on the updated HUD timeframe for a firm financial commitment, Crown requests that the City extend the deadline from September 30, 2018 to October 30, 2018 to allow time to receive a firm financial commitment, with closing to occur within thirty (30) calendar days of October 30, 2018, and construction to commence no later than November 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an Eighth Amendment to the Purchase and Sale Agreement by and between the City of Richland and The Crown Group, Inc.

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 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS, City Clerk

\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney

## **Eighth Amendment to Purchase and Sale Agreement**

This **Eighth Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this \_\_\_\_\_ day of September, 2018 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser"). Seller and Purchaser are referred to collectively as the "Parties."

For valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser agree to the following:

1. The Parties agree to modify specific sections of the Purchase and Sale Agreement as described below:

Section 5.2 shall be modified as follows:

**5.2. Closing Date.** The closing of the transaction and delivery of all items shall occur at First American Title Company, in Seattle, Washington, and shall occur no later than thirty (30) calendar days after Seller receives a firm financial commitment from a viable lender, submitted on behalf of Purchaser, evidencing a legal commitment to fund construction of Version 2 (or Version 1, if applicable – See Section 10.3.2); provided, however, that Purchaser may extend the date for closing for up to fifteen (15) calendar days if closing is delayed due to the action or inaction of HUD. Purchaser shall provide lender's firm financial commitment to Seller on or before ~~September~~October 30, 2018. Failure by Purchaser to provide the firm financial commitment described herein by ~~September~~October 30, 2018 shall result in immediate termination of this Agreement and forfeiture of all earnest money deposited by Purchaser. The lender's firm financial commitment for Version 2 must reflect a funding commitment for the entire project (combined retail and residential). A lender's firm financial commitment for Version 1, if applicable, must reflect a funding commitment for no less than one building, recognizing that this Agreement allows phasing if Version 1 is constructed.

Section 13.17 of the Agreement, entitled Option to Repurchase, as amended by the Fourth Amendment and Sixth Amendment to the Agreement, shall be modified as follows:

**13.17 Option to Repurchase.** This Property is being sold to Purchaser in anticipation of a development as described in Section 4.7. Purchaser agrees to initiate construction on or before ~~October~~November 30, 2018; provided, however, that if Closing is delayed by the action or inaction of

HUD as contemplated in Section 5.2, Purchaser's obligation to initiate construction shall also be delayed the corresponding number of days Closing is delayed. As used herein, "initiate construction" shall mean mass grading of the Property as defined in approved grading plans submitted to Seller for approval. Failure by Purchaser to initiate construction as defined herein on or before ~~October~~November 30, 2018 (subject to extension if Closing is delayed as provided in the first sentence of this Section 13.17) is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. Purchaser shall submit a complete application to Seller for approval of a building permit within (3) months of Closing. Failure of Purchase to submit a complete application for approval of a building permit as provided herein is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. The Seller shall repurchase this Property by giving Purchaser not less than 30 days' notice and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars (\$801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be readjusted based on \$7.00 per square foot of the property legally described on Exhibit A as determined by survey, less all earnest money paid, and less three hundred thousand and 00/100 dollars (\$300,000) (of which \$75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), without interest. Seller's right to repurchase includes repurchase, by refunding to Purchaser the original Purchase Price, of the strip of parking that was surplus (as authorized by Resolution No. 25-17) and sold by Seller to Purchaser in conjunction with the sale of 650 George Washington Way. If exercising its option to repurchase, Seller must repurchase both properties simultaneously. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives twenty-four (24) months after Closing or until such time as Purchaser passes a final, complete framing inspection, whichever is earlier. The Seller shall be under no obligation to exercise this option to repurchase.

Exhibit G-1 is hereby amended to change the Revised Estimated Critical Dates for: (a) HUD issuing a FIRM COMMITMENT to Tuesday, October 30, 2018; (b) Begin construction to Friday, November 30, 2018; and (c) Begin preparing closing documents and the initial closing with HUD will fall within that range.

2. The remaining terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, as amended, shall remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.
3. This Amendment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the day set forth above.

**CITY OF RICHLAND – SELLER**

**THE CROWN GROUP, INC. – PURCHASER**

\_\_\_\_\_  
By: Cynthia D. Reents  
Its: City Manager

\_\_\_\_\_  
By: Mark Lambert  
Its: President

APPROVED AS TO FORM

\_\_\_\_\_  
Heather Kintzley, City Attorney



## Kintzley, Heather

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**To:** Jensen, Kerwin  
**Subject:** Park Place, Richland WA // 221d4 firm application and commitment status

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**From:** Kevin Kozminske <[Kevin.Kozminske@berkadia.com](mailto:Kevin.Kozminske@berkadia.com)>  
**Sent:** Tuesday, September 11, 2018 3:01 PM  
**To:** Mark Lambert <[MarkLambert@crowngroup.com](mailto:MarkLambert@crowngroup.com)>  
**Cc:** Brad Biddle <[Brad.Biddle@berkadia.com](mailto:Brad.Biddle@berkadia.com)>; 'larry@levylevy.com' <[larry@levylevy.com](mailto:larry@levylevy.com)>; [Ariel@levylevy.com](mailto:Ariel@levylevy.com); Janine Garrison <[Janine.Garrison@berkadia.com](mailto:Janine.Garrison@berkadia.com)>; Nadine Kalindjian <[Nadine.Kalindjian@berkadia.com](mailto:Nadine.Kalindjian@berkadia.com)>; Jeff Stuart <[Jeff.Stuart@berkadia.com](mailto:Jeff.Stuart@berkadia.com)>; Monica Stoner <[Monica.Stoner@berkadia.com](mailto:Monica.Stoner@berkadia.com)>  
**Subject:** FW: Park Place, Richland WA // 221d4 firm application and commitment status

Mark,

Please see below from HUD. This is a very good sign the project is moving forward. We will continue to work on the legal/closing issues to reduce the closing timeline. We will keep you updated as we receive more communication.

Sincerely,



**Kevin Kozminske**  
Senior Managing Director

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**From:** Bergman, Shannon M <[Shannon.M.Bergman@hud.gov](mailto:Shannon.M.Bergman@hud.gov)>  
**Sent:** Tuesday, September 11, 2018 1:43 PM  
**To:** Brad Biddle <[Brad.Biddle@berkadia.com](mailto:Brad.Biddle@berkadia.com)>  
**Cc:** Janine Garrison <[Janine.Garrison@berkadia.com](mailto:Janine.Garrison@berkadia.com)>; Kevin Kozminske <[Kevin.Kozminske@berkadia.com](mailto:Kevin.Kozminske@berkadia.com)>; Lonstein, Douglas A <[Douglas.A.Lonstein@hud.gov](mailto:Douglas.A.Lonstein@hud.gov)>; Corcoran, Angela M <[Angela.M.Corcoran@hud.gov](mailto:Angela.M.Corcoran@hud.gov)>  
**Subject:** Park Place, Richland WA // 221d4 firm application and commitment status

Brad –

Please accept this email notification of HUD's current status and intent toward the review and processing of the firm application for "Park Place Apartments", a new multifamily market-rate development to be located in Richland, Washington, FHA Project No. 171-35250.

We received the application on or about July 13, 2018 and made an assignment to a senior underwriter on or about August 20, 2018. To-date we are working through the identified environmental issues with your third party contractors, as well as the review of mortgage credit on all key principals, and any changes made to the application proposal from what HUD agreed to in the Letter of Invitation issued April 24, 2018.

HUD is targeting October 5, 2018 for a decision on the firm application. Please continue to reach out to Doug Lonstein for review progress on the application and Regional loan committee preparedness.

Thank you,  
Shannon



**SHANNON M BERGMAN** | BRANCH CHIEF – UNDERWRITING DIVISION  
U.S. DEPARTMENT OF **HOUSING AND URBAN DEVELOPMENT**  
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