



Agenda
City Council Regular Meeting
Tuesday, November 6, 2018
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting Workshop - 6:45 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Property Management (30 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
2. All Hazard Mitigation Plan Introduction (10 minutes)
 - Tom Huntington, Fire and Emergency Services Director
3. Discuss Meeting Agenda Items (5 minutes)
 - City Councilmembers

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. Proclamation of Appreciation to Alan Haggerty for Service on the Board of Adjustment (5 minutes)
 - Heather Kintzley, City Attorney
5. Extra Mile Proclamation (5 minutes)
 - Robert Thompson, Mayor
6. Update on The REACH (5 minutes)
 - Rosanna Sharpe, Executive Director
7. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director

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

8. Proposed 2019 Budget and 2019-2024 Capital Improvement Plan - Ordinance No. 60-18
 - Brandon Allen, Finance Director

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

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

Minutes:

9. Approve the October 16 and 23, 2018 Council Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

10. Ordinance No. 56-18, Approving a Zone Change on 0.3 Acres from Medium Density Residential (R-2) to General Business (C-3)
 - Kerwin Jensen, Community Development Director
11. Ordinance No. 54-18, Amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission
 - Heather Kintzley, City Attorney
12. Ordinance No. 59-18, Amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment
 - Heather Kintzley, City Attorney
13. Ordinance No. 60-18, Approving the 2019 Budget and the 2019-2024 Capital Improvement Plan
 - Cathleen Koch, Administrative Services Director
14. Ordinance No. 61-18, Amending the 2018 Budget to Increase Appropriations in the Streets Capital Construction Fund
 - Pete Rogalsky, Public Works Director
15. Ordinance No. 62-18, Repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

16. Ordinance No. 51-18, Approving the Annexation and Zoning of 67 Acres known as the Lorayne J Subdivision
 - Kerwin Jensen, Community Development Director
17. Ordinance No. 52-18, Approving 2019 Ad Valorem Tax and Property Tax Levies
 - Cathleen Koch, Administrative Services Director
18. Ordinance No. 53-18, Approving the 2019 Ad Valorem Tax to Preserve Un-Levied Capacity
 - Cathleen Koch, Administrative Services Director
19. Ordinance No. 55-18, Authorizing Vacation of a Portion of Right-of-Way at Shockley Road
 - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

20. Resolution No. 140-18, Authorizing a Purchase and Sale Agreement with Amil and Mejrema Cordic
 - Kerwin Jensen, Community Development Director

21. Resolution No. 149-18, Authorizing a Special Transportation Planning Study Agreement with the Washington State Department of Transportation for a Regional North-South Travel Capacity Study
 - Pete Rogalsky, Public Works Director
22. Resolution No. ~~150-18~~ 164-18, Authorizing an Interlocal Agreement with the City of West Richland and Benton County for a Regional North-South Travel Capacity Study
 - Pete Rogalsky, Public Works Director
23. Resolution No. 151-18, Authorizing an Agreement with the Richland School District for School Resource Officers
 - Cindy Reents, City Manager
24. Resolution No. 152-18, Authorizing an Aquatic Lands Outfall Easement with the Washington State Department of Natural Resources
 - Pete Rogalsky, Public Works Director
25. Resolution No. 153-18, Authorizing a First Amendment to the Horn Rapids Landfill Gas-to-Fuel Project Gas Purchase and Site License Agreement with W.R. Henderson Construction, Inc.
 - Pete Rogalsky, Public Works Director
26. Resolution No. 155-18, Authorizing a Bulk Printing and Mailing Services Agreement with InfoSend, Inc.
 - Cathleen Koch, Administrative Services Director
27. Resolution No. 156-18, Approving the Final Plat of Westcliffe Heights Phase 1A
 - Kerwin Jensen, Community Development Director

Items for Approval:

28. Appointment to the Board of Adjustment: Sheri Richards
 - Heather Kintzley, City Attorney
29. Appointment to the Personnel Committee: Barbara Newell
 - Heather Kintzley, City Attorney
30. Proclamation of Appreciation: Jeff Marzyck
 - Heather Kintzley, City Attorney

Expenditures - Approval:

31. Expenditures from October 8, 2018 - October 26, 2018 for \$12,088,129.24 including Check Nos. 362334-362987, Wire Nos. 7149-7183, Payroll Check Nos. 139822-140373, and Payroll Wire/ACH Nos. 10692-10709
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Agenda Item

Subject:
Property Management (30 minutes)

Department: City Manager	Ordinance/Resolution Number:	Document Type: Presentation
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Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Agenda Item

Subject:

All Hazard Mitigation Plan Introduction (10 minutes)

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Presentations

Subject:

Proclamation of Appreciation to Alan Haggerty for Service on the Board of Adjustment (5 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Presentations

Subject:

Extra Mile Proclamation (5 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Last year, 527 inspirational mayors and city leaders stood up and jointly recognized November 1, 2017, as Extra Mile Day...a day to recognize the people and organizations who are creating positive change in our communities through their extra mile efforts in volunteerism and service.

We will be honoring Extra Mile America Foundation's event with a "Extra Mile Day" proclamation at the November 6, 2018 Council meeting. The proclamation will be mailed to the foundation after it is read at the Council meeting.

Fiscal Impact:

Attachments:

- I. Extra Mile Day Proclamation



WHEREAS, Richland, Washington, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism and service; and

WHEREAS, Richland, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, Richland, is a community which chooses to celebrate and shine a light on individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Richland, acknowledges the mission of Extra Mile America to create 575+ Extra Mile cities in America and is proud to support “Extra Mile Day” on November 6, 2018.

NOW, THEREFORE, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim November 6, 2018, to be

“Extra Mile Day”

in Richland, and encourage each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all of those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington this 6th day of November 2018.

Robert J. Thompson
Mayor of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Presentations

Subject:

Update on The REACH (5 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Executive Director Rosanna Sharpe will give an update on The REACH.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

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

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Public Hearing

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proposed 2019 Budget and 2019-2024 Capital Improvement Plan - Ordinance No. 60-18

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Council received the City Manager's Proposed 2019 Budget and the 2019-2024 Preliminary Capital Improvement Plan on October 1, 2018. The City Manager also presented the 2019 budget message at the October 2, 2018 City Council meeting, which was followed by a public hearing on revenue sources.

RCW 35.33 requires the City to hold budget hearings prior to adoption of the 2019 Budget ordinance. Hearings were held on October 16th and October 18th. An additional hearing will be held at the City Council meeting on November 6th.

The first reading of the budget ordinance is scheduled to occur at the November 6, 2018, City Council meeting with the second reading and passage scheduled for the City Council meeting on November 20, 2018.

Fiscal Impact:

Yes The proposed budget for 2019 reflects an appropriation of \$265,152,363.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Minutes

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Approve the October 16 and 23, 2018 Council Meeting Minutes

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the October 16 and 23, 2018, Council Meeting Minutes

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. October 16, 2018 Council Meeting Minutes
2. October 23, 2018 Council Workshop Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard
Tuesday, October 16, 2018

City Council Pre-Meeting Workshop - 7:00 p.m.

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

Attendance:

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Finance Director Allen, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, and City Clerk Hopkins.

1. Discuss Meeting Agenda Items (15 minutes)

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

Mr. Amundson gave Council an update on the Class and Compensation Study and said a presentation on the results will be on the October 23, 2018 workshop agenda. He said an economic development update on existing City Hall site and tracts D & E on Bradley Boulevard will be given at the workshop as well.

Ms. Reents said Interim Police Chief Taylor is currently working on a capacity study for the Police Department building.

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

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.

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

**MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT
SECONDED THE MOTION TO EXCUSE MAYOR THOMPSON AND
COUNCILMEMBER ANDERSON. THE MOTION CARRIED 5-0.**

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

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

2. DECA Month Proclamation (5 minutes)

Mayor Pro Tem Christensen read the DECA Month Proclamation and presented it to the Richland High School DECA members Piper Schirm, Aislyn Hammer, Addison Pettit and Emma Kinnuren. The DECA Members introduced themselves and described the DECA program.

3. Energy Efficiency Incentive Check Presentation and Proclamation to Lamb Weston (5 minutes)

Mr. Whitney said Lamb Weston, one of the City's largest industrial customers, is committed to energy-efficient operations. Since 2010, Lamb Weston has invested \$2.4 million in operational and equipment improvements that help reduce the City's wholesale power bill. The proclamation and check presentation recognizes Lamb Weston for its exceptional energy efficiency achievement and for the efficiencies made on Line 5, its newest processing facility.

Mayor Pro Tem Christensen read the proclamation. Representatives from Lamb Weston and Bonneville Power Administration were in attendance to receive the proclamation.

4. Tri-City Regional Hotel Motel Commission 2019 Budget and Marketing Plan (10 minutes)

Michael Novakovich, Visit Tri-Cities President and CEO, presented the Tri-City Regional Hotel Motel Commission 2019 budget and marketing plan.

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

5. Plaque and Proclamation of Appreciation to Roy Keck for Service on the Utility Advisory Committee (5 minutes)

Councilmember Lemley read the Proclamation of Appreciation and the Appreciation Plaque to Roy Keck for his service on the Utility Advisory Committee. Mr. Keck said he

has enjoyed serving the City as a member of the boards and commissions.

6. Proclamation of Appreciation to Stanley Jones for Service on the Richland Public Facilities District Board and Planning Commission (5 minutes)

Councilmember Kent read the Proclamation of Appreciation and presented it to Stanley Jones for Service on the Richland Public Facilities District Board and the Planning Commission. Mr. Jones said he has enjoyed serving the City as a member of the boards and commissions.

Public Hearing

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

7. Proposed 2019 Revenue Sources Including Property Tax - Ordinance Nos. 52-18 and 53-18

Mr. Allen said the purpose of the public hearing is to receive comments on the proposed 2019 revenue sources supporting the General Fund activities. State statutes require that the public hearing be held prior to consideration of an Ad Valorem Tax ordinances. He said the first reading of the Ad Valorem Tax ordinances is on tonight's agenda and the second reading and passage is scheduled for the November 6, 2018, Council meeting. Mr. Allen gave a presentation on estimated revenues and expenses, property tax history, and how tax dollars are used.

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

Mayor Pro Tem Christensen opened the public hearing at 8:10 p.m. and closed the hearing at 8:10:15 p.m. as there were no comments.

8. Proposed Surplus of Equipment - Resolution No. 145-18

Mr. Allen said the purpose of public hearing is to receive comments on the proposed resolution authorizing surplus and disposal of equipment.

Mayor Pro Tem Christensen opened the public hearing at 8:13 p.m. and closed the hearing at 8:13:15 p.m. as there were no comments.

9. Proposed Vacation of a Portion of Right-of-Way at Shockley Road - Ordinance No. 55-18

Mr. Rogalsky said staff has evaluated the request to vacate a portion of right-of-way at Shockley Road and has determined that this portion of right-of-way is not needed. State law requires a public hearing to solicit testimony related to this request.

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

Mayor Pro Tem Christensen opened the public hearing at 8:16 p.m. and closed the hearing at 8:16:15 p.m. as there were no comments.

Public Comments

No public comment.

Consent Calendar

City Clerk Hopkins read the Consent Calendar. Resolution No. 106-18 was pulled and placed on the Items of Business section of the agenda.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED BY MOVING RESOLUTION NO. 106-18 TO ITEMS OF BUSINESS. THE CARRIED MOTION 5-0.

Minutes

10. Council Meeting Minutes for September 25, 2018 and October 2, 2018

Ordinances - First Reading

- 11. Ordinance No. 52-18, Approving the 2019 Ad Valorem Tax and Property Tax Levies
- 12. Ordinance No. 53-18, Approving the 2019 Ad Valorem Tax to Preserve Un-Levied Capacity
- 13. Ordinance No. 55-18, Authorizing Vacation of a Portion of Right-of-Way at Shockley Road

Ordinances - Second Reading/Passage

- 14. Ordinance No. 50-18, Increasing 2018 Budget Appropriations in the Streets Capital Construction Fund and the Industrial Development Fund to Support Swift Boulevard Improvements

Resolutions – Adoption

15. Resolution No. 106-18, Authorizing a Purchase and Sale Agreement with the Port of Benton for Land in Support of a Future Fire Station
RESOLUTION NO. 106-18 WAS PULLED TO ITEMS OF BUSINESS

16. Resolution No. 127-18, Authorizing the Execution of a Consultant Agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Process Modeling Project

17. Resolution No. 143-18, Approving a Purchase and Sale Agreement with Dennis and Joan Hollis

18. Resolution No. 146-18, Authorizing a Federal Emergency Management Agency

Grant for SCBA Replacement in Fire & Emergency Services

19. Resolution No. 144-18, Approving a Third Amendment to Professional Services Agreement with Shannon & Wilson, Inc.
20. Resolution No. 145-18, Approving the Sale of Surplus Property and Equipment
21. Resolution No. 147-18, Authorizing a Service Agreement with Mayflower Recycling, Inc. for Metals Recycling Services
22. Resolution No. 150-18, Approving the 2019 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan

Items for Approval

23. Proclamations of Appreciation: Stanley Jones, Roy Keck and Katherine Ostrom
24. Appointment to the Americans with Disabilities Act Citizens Review Committee: Judith Davis
25. Authorize Travel for Mayor Thompson and Mayor Pro Tem Christensen

Expenditures - Approval

26. Expenditures from September 24, 2018 - October 5, 2018 for \$10,996,940.03 including Check Nos. 261939-362333, Wire Nos. 7120-7148, Payroll Check Nos. 139278-139821, and Payroll Wire/ACH Nos. 10657-10691

Items of Business

1. Resolution No. 106-18, Authorizing a Purchase and Sale Agreement with the Port of Benton for Land in Support of a Future Fire Station.

Fire Chief Huntington gave a presentation on the location of the future Fire Station and the reasons for selecting that site.

Council had a question and answer period with Chief Huntington.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED THE MOTION TO APPROVE RESOLUTION NO. 106-18. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

Ms. Reents said the annual Town Hall meeting is schedule on October 18, 2018 at 6:00 p.m. at the Richland Community Center.

City Council

Councilmember Kent expressed her praise to Ms. Reents and the City staff for the hard work and dedication to create the 2019 budget.

Councilmember Alvarez expressed his appreciation to the high school students that attended the meeting.

Councilmember Lukson encouraged citizens to serve on the City boards, commissions and committees and expressed how valuable that service is to the City.

Mayor

Mayor Pro Tem expressed his appreciation to the members of the boards, commissions, committee for their service and dedication to the City.

Adjournment

Mayor Pro Tem Christensen adjourned the meeting at 8:32 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Richland City Hall ~ 505 Swift Boulevard
Tuesday, October 23, 2018

City Council Workshop - 6:00 p.m.

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

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

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

Agenda Items

1. Horn Rapids Real Estate (20 Minutes)

Mr. Jensen gave an overview of the recently completed market study for City owned properties in the Horn Rapids Industrial, Horn Rapids Business Park and Horn Rapids Commercial areas. It included the different types of lots available, the lot values, and infrastructure improvements. He said the Economic Development Committee will be reviewing the market study and the recommendations will be brought to Council by the end of the year.

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

2. Economic Development Update on Existing City Hall Site and Tracts D & E on Bradley Boulevard (20 minutes)

Mr. Jensen said in recent months, the City has met with a number of developers and real estate agencies interested in developing either Columbia Point Tracts D & E and/or the existing City Hall site. He presented details surrounding each of the sites and possible options.

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

3. Sign Code (30 minutes)

Ms. Kintzley said the main thrust of proposed Ordinance No. 34-18 is to bring Richland's sign code into compliance with Reed v. Town of Gilbert, which was decided in 2015. In 2017, Ken Harper presented at a Council workshop the types of changes necessary to gain compliance. Such changes are reflected in proposed Ordinance No.

34-18, along with a few other edits to make the code function better, and a little clean up. Proposed Ordinance No. 34-18 went to a public hearing before the Planning Commission on September 26, 2018. No public testimony was offered during the hearing. The Planning Commission's one item of concern (abandoned signs) is annotated in document for Council's consideration. The City has an unofficial moratorium on enforcing the sign code since Reed was decided. Code Enforcement does receive complaints from citizens looking for enforcement related to signs that are in violation of the City's existing code.

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

4. Classification and Compensation Study Presentation (20 minutes)

Mr. Amundson said the City contracted with Springsted Incorporated to conduct an Employee Classification and Compensation Study. He introduced TL Cox, Executive Vice President, who gave a presentation on the process and outcome of the study. Mr. Amundson said staff will incorporate recommendations from Council, into a proposed 2019 Compensation Plan for Unaffiliated Employees for consideration at the November 20th City Council Meeting.

The Council had a question and answer period with Mr. Amundson.

Mr. Reents said she will be attending a TRIDEC meeting regarding the Columbia shoreline reconveyance and she asked Council if a date has been set to discuss her 2018 goals. Mayor Thompson said it will be done within the next three weeks.

Adjournment

Mayor Thompson adjourned the meeting at 8:00 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Ordinances - First Reading

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 56-18, Approving a Zone Change on 0.3 Acres from Medium Density Residential (R-2) to General Business (C-3)

Department:

Community Development Services

Ordinance/Resolution Number:

56-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 56-18, approving the zone change on 0.3 acres from Medium Density Residential (R-2) to General Business (C-3).

Summary:

The owners of 1443 Short Avenue applied to convert the zoning of a vacant 0.3-acre site in the Richland Wye from R-2 (Medium Density Residential) to C-3 (General Business) to allow for commercial use of the property. Following the properly noticed public hearing held on June 28, 2018, the Richland Hearing Examiner issued a report recommending City Council approve the rezone application, citing consistency with the City's Comprehensive Plan.

Staff recommends approval of Ordinance No. 56-18 for first reading, by title only.

Fiscal Impact:

Making the site available for commercial land uses may result in commercial development contributing to sales tax revenues.

Attachments:

1. Ordinance No. 56-18
2. Hearing Examiner Recommendation - Garcia Rezone
3. Zoning Overview Map

WHEN RECORDED RETURN TO:
Richland City Clerk
505 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 56-18

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 0.3 acres from Medium Density Residential (R-2) to General Business (C-3); said property being located at 1443 Short Avenue, and adopting the findings and conclusions of the Hearing Examiner as the findings and conclusions of the Richland City Council.

WHEREAS, on June 28, 2018, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Felipe and Christina Garcia to change the zoning of the property hereafter legally described in Section 2 and located at 1443 Short Avenue; and

WHEREAS, on October 2, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the June 28, 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 General Business (C-3) when consideration is given to the interest of the general public.

Section 2. Said property, depicted on **Exhibit A**, attached hereto, is more particularly described as follows:

THE NORTH 120 FEET OF THE SOUTH 335 FEET OF THE WEST 169 FEET OF THE EAST 335 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY WASHINGTON, EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY, RECORDED UNDER AUDITOR'S FILE NO. 272521.

ASSESSOR'S TAX PARCEL NO. 1-3099-200-0059-001

Section 3. Such property is rezoned from Medium Density Residential (R-2) to General Business (C-3).

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. 20, 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 findings and conclusions of the Hearing Examiner, as provided in his October 2, 2018 report, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 6. 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 7. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

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

ROBERT J. THOMPSON
Mayor

ATTEST:

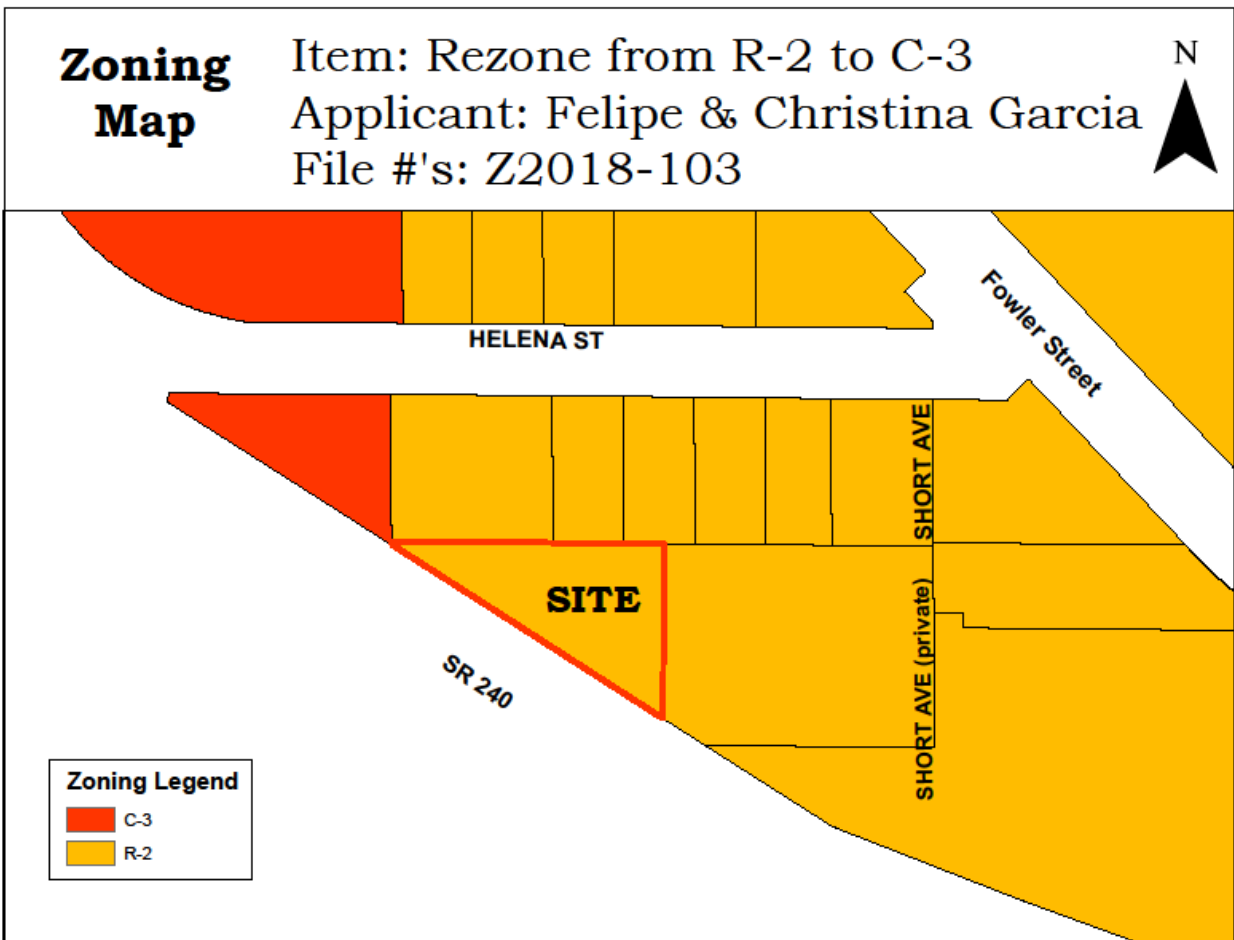
APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

Exhibit A
Map of Rezone Area



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

Regarding the Application to *Rezone* a
vacant 0.3 acre site in the “Richland
Wye” immediately north of SR 240 at
1443 Short Avenue, from R-2 (Medium
Density Residential) to C-3 (General
Business), submitted by the property
owner(s)

FELIPE & CHRISTINA GARCIA,
Applicant,

File No. Z2018-103

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The Staff Report and testimony provided at the public hearing demonstrates that the requested rezone merits approval. The applicant’s property fronts SR 240, but has no access to the busy roadway. The site and most of the surrounding properties in the “Richland Wye” are already designated as suitable for Commercial land uses in the City’s Comprehensive Plan, and several properties in the vicinity have already been reassigned the C-3 zone. Several speakers, including neighboring property owners in the same area, described the area as one of the least attractive areas in the City. Opposition comments essentially suggested the need to see the entire area rezoned at the same time, to avoid potential conflicts between commercial uses and existing residential uses that have yet to transition to commercial uses. Since the public hearing, despite indications that others would submit rezone applications for their properties in the vicinity of the Garcia property, so they all could be considered at the same time, none have come forward. Accordingly, the Garcia application should go forward, standing alone. Based on the Record, the undersigned Examiner recommends APPROVAL by the Richland City Council.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
C-3 (GENERAL COMMERCIAL/BUSINESS) FILE
NO. Z2018-103**

**GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND**

CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. See Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

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

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

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

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

III. QUESTIONS PRESENTED.

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

A. Whether the requested rezone implements policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the original R-2 (Medium Density Residential) zoning was adopted for the site?

Short Answer: Yes. The site is now deemed suitable for Commercial uses in the City's Comprehensive Plan. SR 240 realignment and construction substantially impacted the vicinity, and made residential uses less-viable. The site can be viewed without obstruction from SR 240, which is commonly seen as a benefit to commercial uses, but not residential uses.

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

Short Answer: Yes.

IV. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

Hearing Testimony: City staff, the applicant, and several neighboring property owners and residents presented testimony under oath at the duly noticed public hearing for the underlying application. The applicant indicated that he had not read the Staff Report, so he was given time to do so after the hearing. After the hearing, Mr. O'Neill received confirmation that the applicant supports the Staff Report, without objections or suggested changes. As noted above, several speakers, including neighboring property owners in the same area, described the area as one of the least attractive areas in the City. Opposition comments essentially suggested the need to see the entire area rezoned and redeveloped at the same time, to avoid potential conflicts between commercial uses and existing residential uses that have yet to transition to commercial uses. Some property owners explained that they have no interest in selling or moving, given how expensive it would be to move and find a new place to live. Since the public hearing, despite indications that others would submit rezone applications for their properties in the vicinity of the Garcia property, so they

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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NO. Z2018-103

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CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

all could be considered at the same time, none have materialized.

Exhibits: The Development Services Division Staff Report, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Application Form;
2. Commercial Zoning District code provisions, RMC Chapter 23.22;
3. Public Notice and Affidavits confirming same;
4. Carmen Fearing Survey;
5. Site photos; and
6. Written public comments.

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

V. FINDINGS OF FACT.

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

1. 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.

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

3. 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, and the site is located within an urban growth area, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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NO. Z2018-103

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND

CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

800(6)(c).

4. The requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses.

5. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. It allows for commercial uses to operate on a site with un-observed visibility from SR 240.

6. The Staff Report includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all statements of fact and proposed Findings contained in the Staff Report are incorporated herein by reference as Findings of Fact of the undersigned-hearing examiner.

VI. CONCLUSIONS.

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

1. The applicant has met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan.

2. The applicant has met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony on the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate the proposed commercial uses that could be placed on the site. Existing city development codes will apply to any redevelopment that would require some screening, appropriate setbacks, and other measures. The rezoned property will be an appropriate site for a commercial use, given its highway exposure, in a manner that is compatible with the character of the existing uses and zoning districts in the larger vicinity surrounding the property.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property because any redevelopment must conform to existing city development regulations.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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

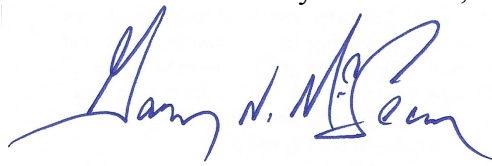
3 6. Approval of this rezone will not and does not constitute, nor does it imply any
4 expectation of, approval of any permit or subsequent reviews that may be required for
development or other regulated activities on the site of the subject rezone.

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

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8 **VII. RECOMMENDATION.**

9 Based upon the preceding Findings and Conclusions, the Hearing Examiner
10 recommends that the Garcia application to rezone a vacant 0.3-acre site located at 1443
Short Avenue from R-2 to C-3, should be **APPROVED**.

11 ISSUED this 2nd Day of October, 2018

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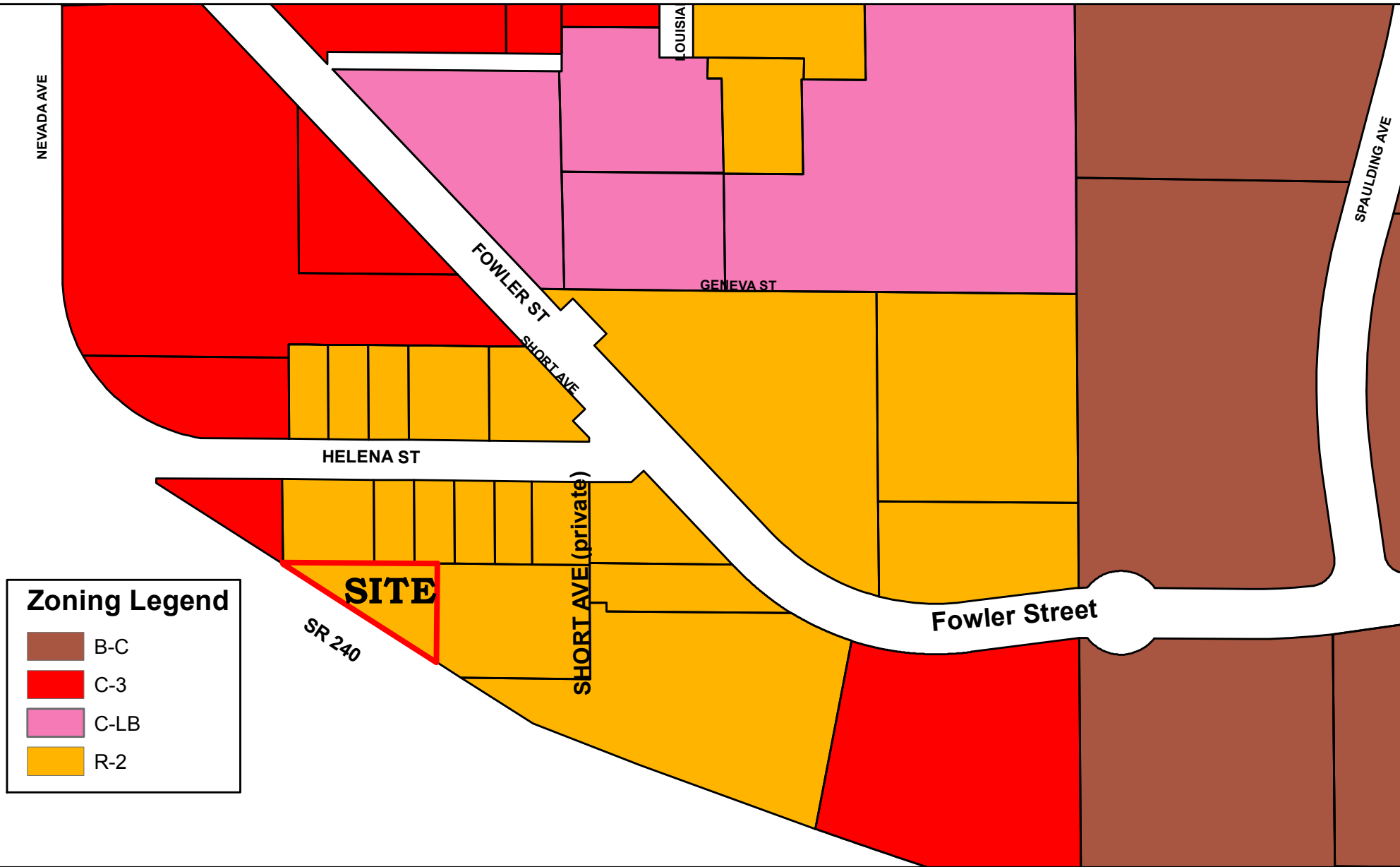
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Hearing Examiner

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25 FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
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HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

Zoning Overview Map

Item: Rezone from R-2 to C-3
Applicant: Felipe & Christina Garcia
File #'s: Z2018-103





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Ordinances - First Reading

Subject:

Ordinance No. 54-18, Amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission

Department:
City Attorney

Ordinance/Resolution Number:
54-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 54-18, amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission.

Summary:

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

Proposed Ordinance No. 54-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.16 RMC concerning the Planning Commission. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC. These edits have been reviewed by the Planning Commission, who expressed agreement with the changes and an understanding of the City's current and future use of the Hearing Examiner.

Proposed Ordinance No. 54-18 also assigns to the Planning Commission the responsibility previously assigned to the Environmental Review Committee related to the use of best available science in sensitive area ordinances.

Staff recommends approval of Ordinance No. 54-18 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 54-18

ORDINANCE NO. 54-18

AN ORDINANCE of the City of Richland amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission.

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

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

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

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

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

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

Section 1. Richland Municipal Code Chapter 2.16, entitled Planning Commission, as first enacted by Ordinance No. 23, and last amended by Ordinance No. 14-15, is hereby amended as follows:

Chapter 2.16 PLANNING COMMISSION

Sections:

2.15.005 Purpose.

2.16.010 Planning commission created – Membership.

~~**2.16.020 Removal – Vacancies.**~~

~~**2.16.030 Meetings, officers, records, and quorum.**~~

~~**2.16.040 Expenditures – Budget.**~~

2.16.050 Duties.

~~**2.16.060 Reports.**~~

2.16.070 Severability.

2.16.005 Purpose.

The purpose and intent of this chapter is to establish a planning commission pursuant to state law to advise the City Council on the long range growth and development of Richland, including changes to the City's land use regulations. The Richland Planning Commission conducts public hearings and other forums throughout the year to seek public input on items under consideration.

2.16.010 Planning commission created – Membership.

There is created a planning commission (hereinafter referred to as the “commission”) composed of seven members appointed by the city council. Members shall ~~serve~~ ~~be appointed for a term of~~ staggered six years terms and until their successors are appointed and confirmed. ~~Members shall be selected without regard to political affiliation and shall serve without compensation. The terms of the three representatives from other city committees will be terminated at the end of 2005. Three new planning commission members will be appointed to the commission by January 2006. The three members shall have initial staggered terms of two, four and six years respectively based upon their time of appointment. Thereafter, all planning commission members shall be appointed for a term of six years. Selection of members shall follow established procedures as set forth in RMC 2.04.120. Each appointee shall commit to attending meetings and workshops and to do the necessary preparation for such position.~~ General requirements of participation on the planning commission include:

- A. General knowledge of the council's community priorities;
- B. A strong desire to be involved with land use development on behalf of the city of Richland;
- C. The following backgrounds are desirable: urban planning, architecture, transportation, civil engineering, geology, or economic development;
- D. Participation in community activities and time availability will also be considered.

2.16.020 Removal – Vacancies.

~~Vacancies occurring as a result of expiration of term, resignation or otherwise shall be filled in the manner used for regular appointments to the commission. The commission may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as inefficiency, neglect of duty or malfeasance in office. The council, by majority vote, may remove any appointed member of the commission and declare the position vacant. Workshops shall be excluded from the definition of “meetings” for purposes of this section.~~

2.16.030 Meetings, officers, records, and quorum.

~~The commission at its first regular meeting of February of each year shall elect a chairperson and vice chairperson and create and fill such other offices as it may determine it requires.~~ The commission shall hold at least one regular meeting in each month of the year, unless cancelled by the chairperson as a result of having no business to conduct or for other good cause. ~~The commission shall adopt rules for transaction of~~

~~business, and shall keep a record of meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.~~ Each new commissioner will be required to participate in city-provided training for planning commissioners within the first six months of ~~their~~ appointment. Some travel for such training may be required. Quorum shall be determined by RMC 2.04.110(M), except to the extent that RMC 23.70.210 controls.

~~Four members of the commission shall constitute a quorum for the transaction of business. In the event of a vacancy (or vacancies), a quorum shall be not less than three members, except as provided in RMC 23.70.210.~~

~~2.16.040 Expenditures – Budget.~~

~~The expenditures of the commission, exclusive of gifts, shall be limited to appropriations made to the city planning office by the city council for the planning function of the city. The services and facilities of the city planning office shall be utilized by the commission in performing its duties, except that services of outside consultants may be obtained for a temporary period of time when authorized by the city council. All programs requiring appropriations shall be submitted through the city planning office budget.~~

2.16.050 Duties.

The commission shall perform the following duties:

- A. Serve as an advisor to the city council in order to promote the orderly physical development and growth of the city;
- B. Prepare a comprehensive plan for the orderly physical and social development of the city. The physical dimension of the comprehensive plan, for which the planning commission is responsible, shall include among its purposes and be designed to:
 1. Encourage the most appropriate use of land throughout the municipality;
 2. Lessen traffic congestion and accidents;
 3. Secure safety from fire;
 4. Provide adequate light and air;
 5. Prevent overcrowding of land;
 6. Avoid undue concentration of population;
 7. Provide for the preservation of clean air, clean water and the natural, scenic, historic and aesthetic qualities of the environment;
 8. Promote a coordinated development of undeveloped area;

9. Encourage the formation of neighborhood and community units;
10. Secure an appropriate allotment of land area in new developments for all requirements of community life;
11. Conserve and restore natural beauty and other natural resources;
12. Analyze flood protection;
13. Address the identification and preservation of historical buildings and places and archaeologically significant areas; and
14. Consider garbage, sewage treatment and solid waste disposal.

The comprehensive plan shall become the official plan of the city when approved by the city council and filed with the county auditor. The comprehensive plan shall be reviewed on an annual basis by the planning commission to consider updates and changes, and provide those recommendations to the city council. The commission may recommend to the city council the plan prepared as a whole, or may recommend parts of the plan by successive recommendations, the parts corresponding with geographic or political sections, divisions or subdivisions of the city, or with functional subdivisions of the subject matter of the plan. The commission shall comply with requirements of notice and public hearing provided by law in initiating and recommending the whole or parts of the comprehensive plan;

C. Recommend, or prepare and recommend, for the adoption by the city council, regulations, amendments, extensions or additions to such regulations or plans for the physical development of the city in the interest of health, safety, ~~morals~~ or general welfare, including, but not limited to, the following:

1. The use of buildings and land for residence, trade, industrial and other purposes;
2. The height, number of stories, size, construction and design of buildings and other structures;
3. The size of yards, courts and other open spaces on the lot or tract;
4. The density of population;
5. The setback of buildings along highways, parks or public water frontages; and
6. The subdivision and development of land;

D. Act as a research and fact-finding agency of the city. The commission shall cause to be made such surveys, analyses, studies and reports as are generally authorized or requested by the city council;

~~E. Advance planning for public works programs and the long range capital budget therefor;~~

E~~F~~. Establish such other work project priorities as the city council may direct;

~~G. Review, discuss and analyze all planning commission work products and projects, as well as the work products, projects and recommendations of the board of adjustment, when appropriate, and the parks and recreation commission, to ensure that the board of adjustment and the parks and recreation commission, as well as other boards, commissions and committees, have an opportunity to consider a given project in light of their specific knowledge and expertise.~~

~~Any project or recommendation received by the planning commission from the board of adjustment or parks and recreation commission shall be reviewed by the planning commission and, where appropriate, forwarded to such other boards, commissions or committees as may have an interest in the subject matter. Any projects or recommendations so forwarded shall contain a copy of the original recommendation or project report received by the planning commission, together with planning commission comments, and shall direct that the project report or recommendation be returned to the planning commission within 30 days, with appropriate comments by the board, commission or committee to which referral was made.~~

~~Following review by the planning commission, and the receipt of recommendations and comments from other boards, commissions or committees, if such comments were requested and supplied within the 30-day period, the planning commission shall forward the original project or recommendation, through staff, to the city council, together with any planning commission comments or recommendations, and comments or recommendations of any other boards, commissions or committees;~~

F~~H~~. Review, discuss and analyze such work products and projects as may be referred to the commission by the council, or staff, ~~and ensure that any such work products or projects are referred to the board of adjustment or parks and recreation commission, in instances wherein those boards, commissions or committees would have an interest in the subject matter, and are referred to other city boards, commissions or committees through staff, where such other boards, commissions or committees would have an interest in the subject matter;~~

G~~I~~. Form, subject to advance approval of the city council, ad hoc committees from within as well as outside its membership, to study specific problems or projects which may arise from time to time. The planning commission shall at all times be available for citizen input concerning any matter which the commission is considering, or may consider;

H~~J~~. Evaluate and monitor the sensitive area policies and regulations to determine whether they are effective and, if not, how they should be improved to effectively protect the functions and values of critical areas; ~~The administrative staff of the city as assigned by the city manager shall provide staff assistance and serve as liaison between the planning commission and those boards, commissions or committees not represented on the~~

~~planning commission, and shall also serve to facilitate communication by the planning commission to the city council;~~

~~I~~K. Review and make recommendations to the city council on the city's consolidated planning strategy and on the housing element of the city's comprehensive plan;

~~J~~L. Provide recommendations to city council regarding Community Development Block Grant (CDBG) and Tri-Cities HOME Consortium funding awards.

1. Review federal requirements for the administration of the Community Development Block Grant (CDBG) and HOME programs and make recommendations on program procedures to the city council;

2. Review applications for Community Development Block Grant (CDBG) funds and make recommendations on project funding to the city council.

~~2.16.060 Reports.~~

~~The commission, at or before its first regular meeting of February of each year, except 1959, shall make a full report in writing to the council of its transactions during the preceding year, with such general recommendations as it may deem proper.~~

2.16.070 Severability.

The invalidity of any chapter, section, subsection, provision, clause or portion thereof, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

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 November, 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: 11/06/2018

Agenda Category: Ordinances - First Reading

Subject:

Ordinance No. 59-18, Amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment

Department:
City Attorney

Ordinance/Resolution Number:
59-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 59-18, amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment.

Summary:

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

Proposed Ordinance No. 59-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 23.70 RMC concerning the Board of Adjustment. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

Staff recommends approval of Ordinance No. 59-18 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 59-18

ORDINANCE NO. 59-18

AN ORDINANCE of the City of Richland amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment.

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

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

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

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

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

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

Section 1. Richland Municipal Code Section 23.70.040, entitled Board of adjustment – Created, as first enacted by Ordinance No. 28-95, is hereby amended as follows:

23.70.040 Board of adjustment – ~~C~~reated – Membership.

There is created a board of adjustment consisting of five members appointed by the city council. ~~Members shall be selected without regard to political affiliation and shall serve without compensation. Members shall be residents of the city of Richland. The city council may remove any members.~~ Members shall serve staggered terms of five years and until their successors are appointed and confirmed. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120. The city manager shall designate the secretary and recorder of the board.~~

Section 2. Richland Municipal Code Section 23.50.050, entitled Board of adjustment – Rules of procedure, as first enacted by Ordinance No. 28-05, is hereby amended as follows:

23.70.050 Board of adjustment – Rules of procedure.

~~The board of adjustment shall elect from among its members a chairman and vice-chairman and shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of this title. Not less than one regular meeting shall be held in each month of each year; provided, that if no issues over which the board has jurisdiction are pending, a meeting may be cancelled. All meetings shall be open to the public. The board of adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be filed in the offices of the city of Richland. Three members of the board shall constitute a quorum for the transaction of business; a majority vote shall be sufficient for the accomplishment of certain actions; however, a concurring vote of three members of the board of adjustment (regardless of vacancies) shall be necessary to decide in favor of an applicant or to reverse any order, requirement, decision or determination of the administrative official, or to effect any variation in the application of this title (RMC 23.70.160).~~

Section 3. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of November, 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: 11/06/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 60-18, Approving the 2019 Budget and the 2019-2024 Capital Improvement Plan

Department:

Administrative Services

Ordinance/Resolution Number:

60-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 60-18, approving the 2019 Budget and the 2019-2024 Capital Improvement Plan.

Summary:

Council received the proposed 2019 Budget and 2019-2024 Capital Improvement Plan on October 1, 2018. On October 2, 2018, the City Manager presented the budget message to Council during a regularly scheduled public meeting.

RCW 35.33 requires the City to hold hearings prior to adoption of the 2019 budget ordinance. A revenue hearing was conducted on October 16, 2018, and a Town Hall meeting was held on October 18, 2018, where the public was allowed the opportunity to interact and ask questions. An additional hearing is to be held at the City Council meeting on November 6, 2018.

Total appropriations for each separate fund are adopted by Council through proposed Ordinance No. 60-18.

Appropriations are the legal amounts that can be expended in total for each individual fund presented. Expenditures that would exceed total appropriations in each fund will require a budget amendment by ordinance. Appropriations for all budgeted funds in 2019 total \$265,152,363.

The first reading of the ordinance adopting the 2019 budget is scheduled to take place on November 6, 2018. The second reading and passage of the 2019 budget ordinance is scheduled for November 20, 2018.

Staff recommends approval of Ordinance No. 60-18 for first reading, by title only.

Fiscal Impact:

Yes The proposed 2019 budgeted appropriations for all funds total \$265,152,363.

Attachments:

1. Ordinance No. 60-18
2. Appropriations for 2019

ORDINANCE NO. 60-18

AN ORDINANCE of the City of Richland adopting the 2019 Annual Budget of the City of Richland, including the 2019-2024 Capital Improvement Plan.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Budget Adopted. The Annual Budget of the City of Richland for the year 2019, including the 2019-2024 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Proposed Budget for the year 2019, as revised by the City Council, is hereby adopted as the Budget of the City for the calendar year 2019. The total appropriations for each of the funds of the City of Richland are as follows:

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$ 56,247,605	\$ -	\$ 56,247,605	\$ 54,251,554
Special Revenue Funds:				
City Streets	3,419,072	49,225	3,468,297	3,468,297
Transportation Benefit District	883,400	-	883,400	882,372
Park Reserve	462,935	121,118	584,053	584,053
Industrial Development	3,914,622	-	3,914,622	2,486,788
Criminal Justice	78,555	-	78,555	66,073
PFD Facility Contingency	72,509	-	72,509	-
Public Safety Sales Tax	1,825,000	268,053	2,093,053	2,093,053
BCES Operations	6,144,764	-	6,144,764	6,144,764
Hotel/Motel Tax	1,215,000	1,205,000	2,420,000	2,420,000
Special Lodging Assmnt	575,750	-	575,750	575,750
Community Dev. Block Grant	407,000	-	407,000	407,000
HOME	998,300	-	998,300	998,300
Debt Service Funds:				
LTGO Bonds	1,233,882	-	1,233,882	1,221,582
Fire Station 74	241,306	-	241,306	241,306
Police Station	239,225	-	239,225	239,225
Richland Community Center	306,825	-	306,825	306,825
Library Remodel	1,418,600	-	1,418,600	1,418,600
RAISE Area	656,748	-	656,748	656,748
LID Guaranty	12,500	-	12,500	15
Special Assessment	22,885	-	22,885	830
Capital Projects Funds:				
Streets Capital Projects	18,172,227	125,000	18,297,227	18,297,227
Capital Improvement	1,348,000	541,341	1,889,341	1,889,341
Parks Capital Projects	2,155,000	-	2,155,000	2,155,000

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
Enterprise Funds:				
Electric	73,703,728	9,958,257	83,661,985	83,661,985
Water	16,450,348	1,636,365	18,086,713	16,336,354
Wastewater	10,495,675	-	10,495,675	9,537,709
Solid Waste	18,230,100	211,092	18,441,192	17,391,192
Stormwater	2,748,422	-	2,748,422	2,736,668
Golf Course	1,825,631	135,199	1,960,830	1,960,830
Medical Services	4,717,016	89,624	4,806,640	4,806,640
Broadband	258,980	200,000	458,980	448,939
Internal Service Funds:				
Equipment Maintenance	4,041,088	103,838	4,144,926	4,144,926
Equipment Replacement	3,969,968	-	3,969,968	3,555,521
Public Works Adm & Eng.	3,908,331	-	3,908,331	3,908,331
Workers Compensation	995,305	328,048	1,323,353	1,323,353
Employee Benefits	11,798,222	58,494	11,856,716	11,856,716
Unemployment	103,717	57,593	161,310	161,310
Post Employment Benefit	1,670,010	35,526	1,705,536	1,705,536
Trust Funds:				
Fire Pension	381,000	-	381,000	381,000
Police Pension	430,650	-	430,650	430,650
Totals	<u>\$ 257,779,901</u>	<u>\$ 15,123,773</u>	<u>\$272,903,674</u>	<u>\$ 265,152,363</u>

Section 2. Salaries and Wages. The total cumulative salaries and wages set forth in the budget document represent the maximum approved expenditure, subject to the requirements and limitations set forth in the Compensation Plan for Unaffiliated employees and Collective Bargaining Agreements for Affiliated employees, or other contracts approved by Council. It is understood that, in the interest of operational efficiency and business need, the City Manager may amend salaries and wages within departments and divisions as long as the total labor budget is not exceeded.

Section 3. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

City of Richland 2019 Proposed Budget

Appropriations by Major Category - All Funds

Funds	Personnel	Supplies	Charges & Services	Intergovernmental Services	Transfers To Other Funds	Capital Outlay	Debt Service	Interfund Services	Total Appropriations
General Fund	\$ 35,447,480	\$ 2,400,470	\$ 6,488,693	\$ 3,376,688	\$ 2,907,627	\$ 514,260	\$ -	\$ 3,116,336	\$ 54,251,554
Special Revenue Funds:									
City Streets	1,376,714	312,252	223,300	23,288	24,000	-	-	1,508,743	3,468,297
Transportation Benefit District	-	-	-	-	882,372	-	-	-	882,372
Park Reserve	-	-	20,000	-	564,053	-	-	-	584,053
Industrial Development	264,918	1,800	343,186	1,245	1,286,725	110,220	96,255	382,439	2,486,788
Criminal Justice	-	-	-	-	66,073	-	-	-	66,073
PFD Facility Contingency	-	-	-	-	-	-	-	-	-
Public Safety Sales Tax	1,614,683	53,522	51,647	182,721	10,000	-	-	180,480	2,093,053
BCES Operations	6,144,764	-	-	-	-	-	-	-	6,144,764
Hotel/Motel Tax	-	-	979,718	125,000	1,315,282	-	-	-	2,420,000
Special Lodging Assessment	-	-	575,750	-	-	-	-	-	575,750
Community Dev. Block Grant	62,256	200	62,184	-	282,360	-	-	-	407,000
HOME	62,076	-	896,224	40,000	-	-	-	-	998,300
Debt Service Funds:									
LTGO Bonds	-	-	-	-	-	-	1,221,582	-	1,221,582
Fire Station 74	-	-	-	-	-	-	241,306	-	241,306
Police Station	-	-	-	-	-	-	239,225	-	239,225
Richland Community Center	-	-	-	-	-	-	306,825	-	306,825
Library Remodel	-	-	-	-	-	-	1,418,600	-	1,418,600
LRF	-	-	-	-	-	-	656,748	-	656,748
LID Guaranty	-	-	-	15	-	-	-	-	15
Special Assessment	-	-	-	-	-	-	830	-	830
Capital Projects Funds:									
Streets Capital Projects	-	-	-	-	-	18,297,227	-	-	18,297,227
Capital Improvement	-	-	-	-	1,889,341	-	-	-	1,889,341
Parks Capital Projects	-	-	20,000	-	-	2,135,000	-	-	2,155,000
Enterprise Funds:									
Electric	9,517,284	44,651,817	7,069,718	8,614,500	30,000	4,432,500	5,930,656	3,415,510	83,661,985
Water	2,710,550	430,596	1,397,815	2,594,950	20,000	2,812,925	3,841,585	2,527,933	16,336,354
Wastewater	2,731,146	362,232	823,183	1,257,000	87,000	575,200	2,006,554	1,695,394	9,537,709
Solid Waste	3,055,594	256,817	1,332,080	1,158,922	-	7,758,600	388,781	3,440,398	17,391,192
Stormwater	244,346	31,891	97,245	195,950	-	1,098,750	254,401	814,085	2,736,668
Golf Course	-	-	1,641,500	45,251	-	-	274,079	-	1,960,830
Medical Services	2,934,471	136,172	364,585	125,570	-	321,380	-	924,462	4,806,640
Broadband	-	2,700	24,237	18,000	23,385	200,000	174,417	6,200	448,939
Internal Service Funds:									
Equipment Maintenance	1,156,533	2,463,600	107,323	-	-	-	-	417,470	4,144,926
Equipment Replacement	-	-	27,812	-	-	3,189,543	265,166	73,000	3,555,521
Public Works Adm & Eng.	3,251,197	31,860	160,528	-	-	33,000	-	431,746	3,908,331
Workers Compensation	1,060,000	-	138,800	-	-	-	-	124,553	1,323,353
Healthcare Benefits Plan	11,560,917	-	139,930	-	-	-	-	155,869	11,856,716
Unemployment	160,000	-	-	-	-	-	-	1,310	161,310
Post Employment Healthcare Plan	1,572,880	-	82,480	-	-	-	-	50,176	1,705,536
Trust Funds:									
Fire Pension	369,075	175	11,750	-	-	-	-	-	381,000
Police Pension	426,575	225	3,850	-	-	-	-	-	430,650
Total	\$ 85,723,459	\$ 51,136,329	\$ 23,083,538	\$ 17,759,100	\$ 9,388,218	\$ 41,478,605	\$ 17,317,010	\$ 19,266,104	\$ 265,152,363



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Ordinances - First Reading

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 61-18, Amending the 2018 Budget to Increase Appropriations in the Streets Capital Construction Fund

Department:
Public Works

Ordinance/Resolution Number:
61-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 61-18, amending the 2018 budget to increase appropriations in the Streets Capital Construction Fund based upon acceptance of Washington Traffic Safety Commission grant funds and a Richland School District contribution toward school pedestrian route improvements.

Summary:

On August 21, 2018, Council approved Resolution Nos. 109-18 and 120-18 to accept funding offers from the Washington Traffic Safety Commission and Richland School District to construct safety improvements on several elementary and middle school walk routes.

The 2018 Streets Capital Construction budget did not include these funds. Ordinance No. 61-18 will amend the 2018 budget to include these funds and enable work to begin on these important projects.

Staff recommends approval of Ordinance No. 61-18 for first reading, by title only.

Fiscal Impact:

Streets Capital Construction appropriations will increase by \$85,702. The funds will come from a WTSC grant (\$57,096) and a Richland School District contribution (\$28,606). Council previously approved acceptance of these funds for their stated purpose.

Attachments:

- I. Ordinance No. 61-18

ORDINANCE NO. 61-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's Streets Capital Construction Fund.

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

WHEREAS, on April 3, 2018, Council adopted Resolution No. 67-18, authorizing staff to submit an application to the Washington Traffic Safety Commission (WTSC) for a grant to improve safety for elementary and middle school walking routes; and

WHEREAS, a \$57,096 WTSC grant was awarded, and agreements authorizing the grant funds and matching funds from the Richland School District in the amount of \$28,606 were executed; and

WHEREAS, as the approved 2018 Streets Capital Construction Fund did not include funding for the Richland School Crossing Improvement Project, a 2018 budget amendment is required.

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

Section 1. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the Streets Capital Construction Fund for the Richland School Crossings Improvement Project as follows:

Streets Capital Construction

Current Appropriation:	\$ 31,941,345
Increase in Appropriation:	<u>\$ 85,702</u>
Amended Appropriation:	<u>\$ 32,027,047</u>

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ of November, 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: 11/06/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 62-18, Repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee

Department:
City Attorney

Ordinance/Resolution Number:
62-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 62-18, repealing Chapter 2.54 of the Richland Municipal Code related to the Environmental Review Committee.

Summary:

On August 21, 2001, Richland City Council passed Ordinance No. 24-01, authorizing creation of the Environmental Review Committee ("Committee"). The Committee was intended to monitor and evaluate the City's sensitive areas ordinances to ensure effectiveness, and to make recommendations to the Planning Commission related to the use of best available science. The Committee contemplated by Ordinance No. 24-01 was never impaneled. City records indicate that no appointments to the Committee have ever been made.

The responsibility assigned to the Environmental Review Committee is work properly belonging to the Planning Commission. Proposed Ordinance No. 62-18 will repeal the Environmental Review Committee, and proposed Ordinance No. 54-18, also on tonight's agenda, will assign the responsibility of the Environmental Review Committee to the Planning Commission.

In conjunction with an overall effort to streamline administration of the City's various boards, commissions and committees, the City is undertaking a housekeeping action to repeal the 2001 Environmental Review Committee. Staff recommends approval of Ordinance No. 62-18, repealing Chapter 2.54 RMC.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 62-18

ORDINANCE NO. 62-18

AN ORDINANCE of the City of Richland repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee.

WHEREAS, on August 21, 2001, Richland City Council passed Ordinance No. 24-01, authorizing creation of the Environmental Review Committee; and

WHEREAS, the Environmental Review Committee was intended to facilitate compliance with RCW 36.70A.172, which requires cities to include best available science in developing policies and development regulations to protect the functions and values of critical areas; and

WHEREAS, City records indicate that no appointments have ever been made to the Environmental Review Committee; and

WHEREAS, the work intended to be performed by the Environmental Review Committee is properly performed by Richland's Planning Commission, who has responsibility for making recommendations to City Council on text amendments to the Richland Municipal Code, to include the City's Critical Areas Ordinance and Shoreline Master Program; and

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

WHEREAS, in conjunction with an overall effort to streamline administration of the City's various boards, commissions and committees, the City is undertaking this housekeeping action to repeal the 2001 Environmental Review Committee and reassign its functions to the Planning Commission pursuant to Ordinance No. 54-18.

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

Section 1. RMC Chapter 2.54, entitled Environmental Review Committee, enacted by Ordinance No. 24-01 and last amended by Ordinance No. 31-03, shall be amended to read as follows:

~~Chapter 2.54~~ **~~ENVIRONMENTAL REVIEW COMMITTEE~~**

~~Sections:~~

~~2.54.010—Purpose.~~

~~2.54.020 Membership.~~

~~2.54.030 Removal – Vacancies.~~

~~2.54.040 Meetings, officers, records, and quorum.~~

~~2.54.050 Duties.~~

~~2.54.060 Expenditure – Budget.~~

~~2.54.010 Purpose.~~

~~The purpose of the environmental review committee (ERC) is to facilitate compliance with RCW 36.70A.172 that requires cities to include best available science in developing policies and development regulations to protect the functions and values of critical areas.~~

~~2.54.020 Membership.~~

~~The ERC shall be composed of five members. Members of the ERC shall be selected based on their scientific training and experience in fields relating directly to aquatic biology, geology, ground water hydrology and soils science. At least one of the committee members shall be a professional engineer. Members shall be appointed by the city council for a term of three years. The initial appointments to the commission shall be staggered three-year terms. One member shall serve an initial term of one year; two members shall serve an initial term of two years and two members shall serve an initial term of three years.~~

~~2.54.030 Removal – Vacancies.~~

~~The committee may, by majority vote, recommend to the city council removal of an appointed member upon grounds as may be deemed appropriate. The city council, by majority vote, may remove an appointed member of the committee and declare the position vacant. Vacancies occurring otherwise than by expiration of term shall be filled for any unexpired term in the manner used for regular appointments.~~

~~2.54.040 Meetings, officers, records, and quorum.~~

~~The ERC shall elect its own chairperson and vice-chairperson. The ERC shall hold regular meetings no less than twice a year or as deemed necessary to fulfill the purpose of the committee. The ERC shall adopt rules for transaction of business and shall keep a record of its meetings, findings, and determinations, which record shall be open to public inspection. All meetings shall be open to the public to allow for public participation. A majority of the membership of the committee shall constitute a quorum for the transaction of business. In the event of a vacancy, quorum shall be a majority of the remaining members, however, not to be less than four members.~~

~~2.54.050 Duties.~~

~~ERC shall evaluate and monitor the sensitive area policies and regulations to determine whether they are effective and, if not, how they should be improved to~~

~~effectively protect the functions and values of critical areas. The division of long range planning will assist in providing available scientific information on issue(s) under consideration to the ERC. ERC may consider any additional reliable scientific information on such issue(s). The ERC shall make recommendations, together with supporting documentation, to the planning commission.~~

~~2.54.060 Expenditure – Budget.~~

~~The expenditures of the ERC, exclusive of gifts, shall be limited to appropriations made through, and approved by, the community and development services group of the city council for the planning function of the city. The services and facilities of the city's planning division may be utilized by the ERC in performing its duties.~~

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of November, 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: 11/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 51-18, Approving the Annexation and Zoning of 67 Acres known as the Lorayne J Subdivision

Department:

Community Development Services

Ordinance/Resolution Number:

51-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 51-18, approving the annexation and zoning of approximately 67 acres of land known as the Lorayne J subdivision, providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

Summary:

The City is considering the annexation of a 67-acre area located south of Lorayne J Boulevard and west of Leslie Road. The proposed annexation area is a fully developed neighborhood of approximately 120 single-family homes served by a community well and water system that is operated by the Kennewick Irrigation District.

In recent years, the well has tested high in nitrites and does not meet state health standards for safe drinking water. The City has provided an emergency inter-tie with the City's domestic water system. City Council determined that the City will provide a permanent extension of its water system to serve the neighborhood on the condition that the property is annexed into the City.

City Council authorized the annexation process to begin on October 3, 2017 through the adoption of Resolution No. 183-17. The Planning Commission met on November 15 and December 20, 2017 to consider the proper zoning destination for the area to be annexed. The Planning Commission recommended that the annexation area be zoned R-1-10 Single-Family Residential.

Notice of intention to annex was duly filed with the Benton County Boundary Review Board. Since no request to review the petition was received within 45 days of filing, the proposed annexation was deemed approved by the Boundary Review Board on February 3, 2018. A petition was circulated and signed by owners representing 62.17% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation.

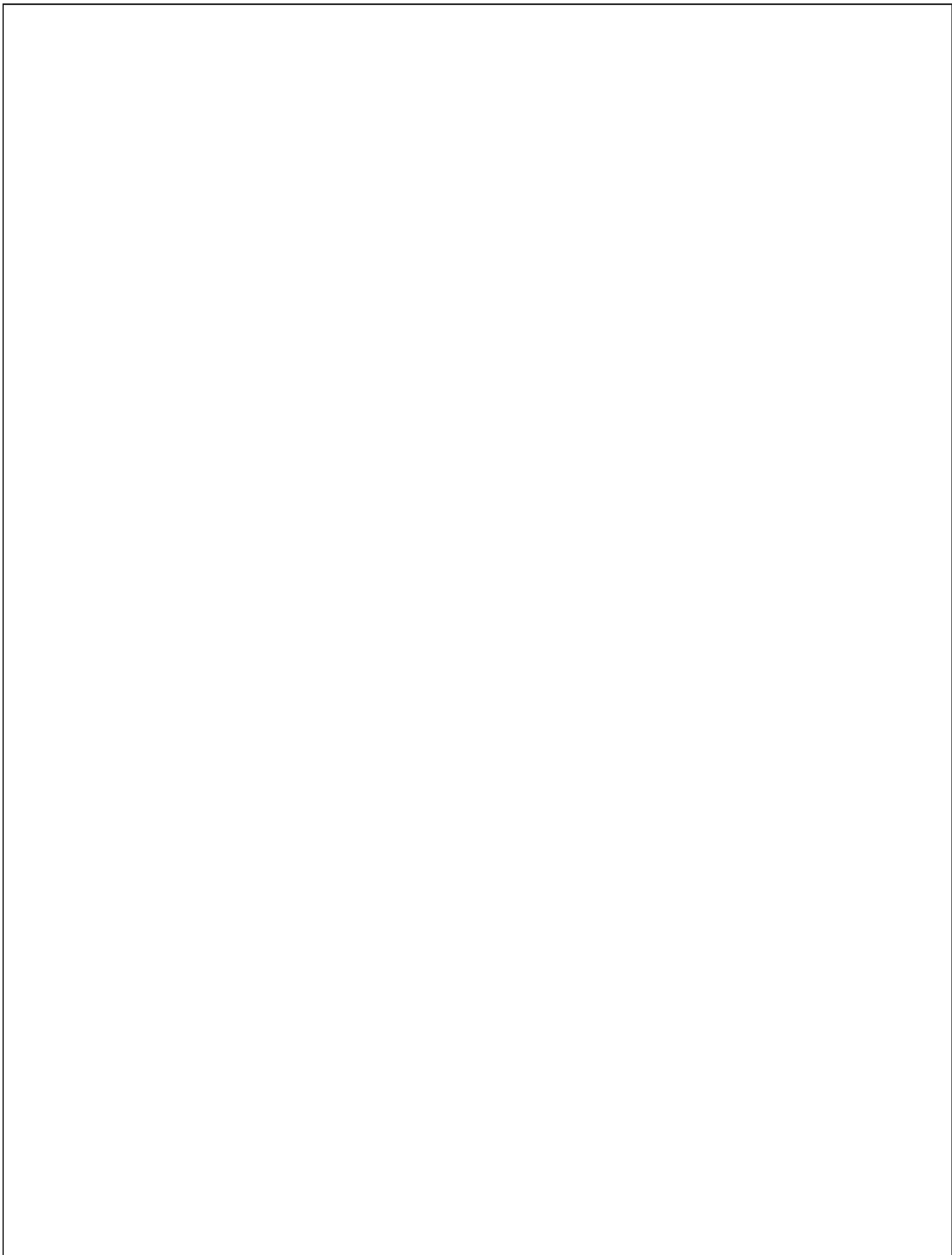
Additional information and analysis is provided in the attached November 15, 2017 Planning Commission Staff Report and exhibits. Staff recommends approval of Ordinance No. 51-18 for second reading and passage.

Fiscal Impact:

Annexation will result in additional tax revenue being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexed properties. The total assessed value for property being annexed is approximately \$23.8 million. A more detailed fiscal analysis is provided as an exhibit herein.

Attachments:

1. Ordinance No. 51-18
2. Lorayne J Annexation - Planning Commission Staff Report
3. Notice of Boundary Review Board Notice of Intent; Acceptance
4. Determination of Sufficiency (signed)
5. Fiscal Impact - Lorayne J



WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

ORDINANCE NO. 51-18

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 67 acres of land located south and west of Lorayne J Boulevard and west of Leslie Road, in a portion of the Southwest ¼ of Section 02, Township 08 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from 17 homeowners within the Lorayne J subdivision, the value of which exceeded 10% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on October 3, 2017, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time Council adopted Resolution No. 183-17, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A**, attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 183-17 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on November 15, 2017 to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, the Richland Planning Commission left the hearing open until the December 20, 2017 meeting, at which time the Commission recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on February 3, 2018; and

WHEREAS, on March 20, 2018, Richland City Council adopted Resolution No. 40-18, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A**, attached hereto; and

WHEREAS, a petition was circulated and signed by owners representing 62.17% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least 60% of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on October 2, 2018, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A**, attached hereto, is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 42-17, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 21 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This ordinance shall take effect on the day following publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 11, 2018

EXHIBIT A

Legal Description for the Lorayne J Annexation

A portion of the Southwest $\frac{1}{4}$ of Section 02, Township 08 North, Range 28 East, W.M., Benton County, Washington, described as follows:

That portion of the **Plat of Meadow Springs Ranch No. 1** as recorded in Volume 14 of Plats, Page 26 records of said County and State, described as follows:

Lots 1, through 9 Block 2 of said Plat.

1-0288-402-0002-001	1-0288-402-0002-002	1-0288-402-0002-003
1-0288-402-0002-004	1-0288-402-0002-005	1-0288-402-0002-008
1-0288-402-0002-009		

That portion Quit Claim Deed recorded under Auditor's File # 2009-032802 described as follows:

Lot 7 Block 2, Meadow Springs Ranch No. 1, according to the plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

Together With that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.

1-0288-402-0002-007

That portion Quit Claim Deed recorded under Auditor's File # 2005-034930 described as follows:

Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton

County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington.

Together With that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington, described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

Together with and subject to easements, reservations, covenants, and restrictions of record and in view.

1-0288-402-0002-011

That portion Quit Claim Deed recorded under Auditor's File # 2009-032801 described as follows:

That portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington **EXCEPT** that portion of Said Lot described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of

Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

And EXCEPT that portion of said Lot described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.

1-0288-402-0002-012

Lots 1 through 14 Block 3 of said Plat.

1-0288-402-0003-001	1-0288-402-0003-002	1-0288-402-0003-003
1-0288-402-0003-004	1-0288-402-0003-005	1-0288-402-0003-006
1-0288-402-0003-007	1-0288-402-0003-008	1-0288-402-0003-009
1-0288-402-0003-010	1-0288-402-0003-011	1-0288-402-0003-012
1-0288-402-0003-013	1-0288-402-0003-014	

Lots 1 through 10 Block 4 of said Plat.

1-0288-402-0004-001	1-0288-402-0004-002	1-0288-402-0004-003
1-0288-402-0004-004	1-0288-402-0004-005	1-0288-402-0004-006
1-0288-402-0004-007	1-0288-402-0004-008	1-0288-402-0004-009
1-0288-402-0004-010		

Lot 1 Block 5 of said Plat.

1-0288-402-0005-001

Tract's "A", "B", "C", "D", "E", "F", "G" and "K" of said Plat.

1-0288-402-0006-000	1-0288-402-0007-000	1-0288-402-0008-000
1-0288-402-0009-000	1-0288-402-0010-000	1-0288-402-0011-000
1-0288-402-0012-000	1-0288-402-0015-000	

Together With: That portion of Brian Lane lying within said Plat.

Together With: That portion of Lesa Marie Lane lying within said Plat.

Together With: That portion of Charity Court lying within said Plat.

Together With: That portion of Lesa Marie Court lying within said Plat.

Together With: That portion of Lorayne “J” Blvd. lying within said Plat.

Except: Any portion of said Plat lying Northeasterly of the Northeasterly right-of-way of Lorayne “J” Blvd.

Together With: The Plat of Meadow Springs Ranch No. 2 as recorded in Volume 14 of Plats, Page 4 records of said County and State.

Lots 1, through 16 Block 1 of said Plat.

1-0288-403-0001-001	1-0288-403-0001-002	1-0288-403-0001-003
1-0288-403-0001-004	1-0288-403-0001-005	1-0288-403-0001-006
1-0288-403-0001-007	1-0288-403-0001-008	1-0288-403-0001-009
1-0288-403-0001-010	1-0288-403-0001-011	1-0288-403-0001-012
1-0288-403-0001-013	1-0288-403-0001-014	1-0288-403-0001-015
1-0288-403-0001-016		

Lots 1, through 16 Block 2 of said Plat.

1-0288-403-0002-001	1-0288-403-0002-002	1-0288-403-0002-003
1-0288-403-0002-004	1-0288-403-0002-005	1-0288-403-0002-006
1-0288-403-0002-007	1-0288-403-0002-008	1-0288-403-0002-009
1-0288-403-0002-010	1-0288-403-0002-011	1-0288-403-0002-012
1-0288-403-0002-013	1-0288-403-0002-014	1-0288-403-0002-015
1-0288-403-0002-016		

Lots 1, through 6 Block 3 of said Plat.

1-0288-403-0003-001	1-0288-403-0003-002	1-0288-403-0003-003
1-0288-403-0003-004	1-0288-403-0003-005	1-0288-403-0003-006

Tract’s “A”, “B”, and “C” of said Plat.

1-0288-403-0004-000	1-0288-403-0005-000	1-0288-403-0006-000
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Together With: That portion of Brian Lane lying within said Plat.

Together With: That portion of Travis Lane lying within said Plat.

Together With: That portion of Brent Lane lying within said Plat.

Together With: The Lorayne “J” Ranch No. 1 as recorded in Volume 10 of Plats, Page 19 records of said County and State.

Lots 1, through 13 Block 1 of said Plat.

1-0288-405-0001-001	1-0288-405-0001-002	1-0288-405-0001-003
1-0288-405-0001-004	1-0288-405-0001-005	1-0288-405-0001-006
1-0288-405-0001-007	1-0288-405-0001-008	1-0288-405-0001-009
1-0288-405-0001-010	1-0288-405-0001-011	1-0288-405-0001-012

1-0288-405-0001-013

Lots 1, through 14 Block 2 of said Plat.

1-0288-405-0002-001	1-0288-405-0002-002	1-0288-405-0002-003
1-0288-405-0002-004	1-0288-405-0002-005	1-0288-405-0002-006
1-0288-405-0002-007	1-0288-405-0002-008	1-0288-405-0002-009
1-0288-405-0002-010	1-0288-405-0002-011	1-0288-405-0002-012
1-0288-405-0002-013	1-0288-405-0002-014	

Together With: That portion of Bruce Lee Court lying within said Plat.

Together With: That portion of Bruce Lee Lane lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

The Lorayne "J" Ranch No. 2 as recorded in Volume 10 of Plats, Page 40 records of said County and State.

Lots 1, through 7 and the Riding Trail Block 1 of said Plat.

1-0288-404-0001-001	1-0288-404-0001-002	1-0288-404-0001-003
1-0288-404-0001-004	1-0288-404-0001-005	1-0288-404-0001-006
1-0288-404-0001-007	Riding Trail No PID#	

Lots 1 and 2, Block 2 of said Plat

1-0288-404-0002-001	1-0288-404-0002-002
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Lots 1, through 11 and the Riding Trail Block 1 of said Plat.

1-0288-404-0003-001	1-0288-404-0003-002	1-0288-404-0003-003
1-0288-404-0003-004	1-0288-404-0003-005	1-0288-404-0003-006
1-0288-404-0003-007	1-0288-404-0003-008	1-0288-404-0003-009
1-0288-404-0003-010	1-0288-404-0003-011	Riding Trail No PID#

Together With: That portion of Travis Court lying within said Plat.

Together With: That portion of Bruce Lee Lane lying within said Plat.

Together With: That portion of Travis Lane lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

ZONING FOR LORAYNE J ANNEXATION



STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2017-107

PREPARED BY: RICK SIMON
MEETING DATE: NOVEMBER 15, 2017

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND (Z2017-107)

REQUEST: CONSIDERATION OF APPROPRIATE ZONING FOR A PROPOSED ANNEXATION.

LOCATION: LAND LOCATED WEST OF LESLIE ROAD AND SOUTH OF LORAYNE J BOULEVARD.

REASON FOR REQUEST:

The City is currently considering the annexation of a 67 acre area located south of Lorayne J. Boulevard and West of Leslie Road. City Council authorized the annexation process to begin through the adoption of Resolution No. 183-17, which directed the Planning Commission to consider what zoning would be appropriate for this site.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for zoning assignment (Z2017-107) and submits that:

1. The site is within the City of Richland's Urban Growth Area boundary as those boundaries were established with the adoption of the Benton County Comprehensive Plan in 1998;
2. The City's comprehensive plan designates the site as suitable for low density residential and developed open space land uses;
3. The site contains a fully developed single family neighborhood consisting of approximately 120 residential lots and some open space tracts;
4. Lands to the immediate north and west are developed with single family residential uses and a sports field. Lands to the south along Reata Road are partially undeveloped and partially developed with commercial uses;
5. Adjacent lands to northeast and to the west that are located within existing city limits are zoned for R-1-10 Single Family Residential land uses;

6. Based on the above findings and conclusions, assignment of R-1-10 Single Family Residential zoning would be in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2017-107) and recommend to the City Council assignment of R-1-10 Single Family Residential zoning.

EXHIBITS

- A. Supplemental Information
- B. Resolution No. 183-17
- C. Plat Maps
- D. Chapter 23.14 of the Richland Municipal Code – Agricultural Zones
- E. Chapter 23.18 of the Richland Municipal Code – Residential Zones
- F. Chapter 23.32 of the Richland Municipal Code – Public Zones
- G. Public Notice

SUPPLEMENTAL INFORMATION

BACKGROUND

The proposed annexation area is a fully developed neighborhood of 120 single family homes. The neighborhood is served by a community well and water system that is operated by the Kennewick Irrigation District. In recent years, the well has tested high in nitrites and so does not meet state health standards for safe drinking water. The City has provided an emergency intertie with the City's water system. City Council has determined that the City will provide a permanent extension of its water system to serve the neighborhood provided that the property is annexed into the City. Approximately 24 residents of the neighborhood have initiated the annexation process. Property owners representing 10% of the total assessed valuation of the proposed annexation area can initiate the process; however, it takes property owners representing 60% of the total assessed valuation to complete the annexation process. At this point, it is not known whether the neighborhood will be able to reach the 60% threshold. The City Council passed resolution No. 183-17 on October 3, 2017, authorizing the annexation proceedings to begin.

The formal annexation petition will only be circulated throughout the neighborhood once the Benton County Boundary Review Board completes its review and the City Council authorizes the circulation of the petition. The Planning Commission's function in this process is to determine the appropriate zoning for the proposed annexation. The Commission's recommendation for appropriate zoning will be reflected in the annexation petition.

SITE DATA

Size: Approximately 67 acres.

Current Use: The site consists of 120 single family residential lots that have all been developed. Additionally, there are a number of open space tracts identified on the plat maps (see attached)

SURROUNDING LAND USES

North: Across Lorayne J. Boulevard is the fully developed single family city subdivision of Meadow Parke Estates. Across the natural drainage area that forms a portion of the northern boundary of the proposed annexation is the fully developed single family county subdivision of Breckenridge.



Figure 1: Vicinity Map

South: Reata Road is adjacent to a portion of the southerly boundary of the proposed annexation area. Across Reata Road are vacant commercial properties and one mini storage facility. At the intersection of Reata and Leslie Roads, there is a vacant commercial property, owned by the City that is planned for a future electrical substation.

East: Across Leslie Road, property is undeveloped and is a part of the Amon Basin.

West: The developing city subdivision of Rancho Del Rey is located along a portion of the western boundary of the proposed annexation area. LaPierre Baseball Fields comprise the remaining portion of the western boundary.

Utilities: The neighborhood is currently served by individual septic systems, a community water system operated by the Kennewick Irrigation District, which also supplies irrigation water. Power is provided by Benton County PUD.

Comprehensive Plan: The site is within the City of Richland's adopted Urban Growth Area (UGA) boundary and is designated as suitable for low density

residential development, with the exception of the open space tracts which are designated as Developed Open Space on the plan.

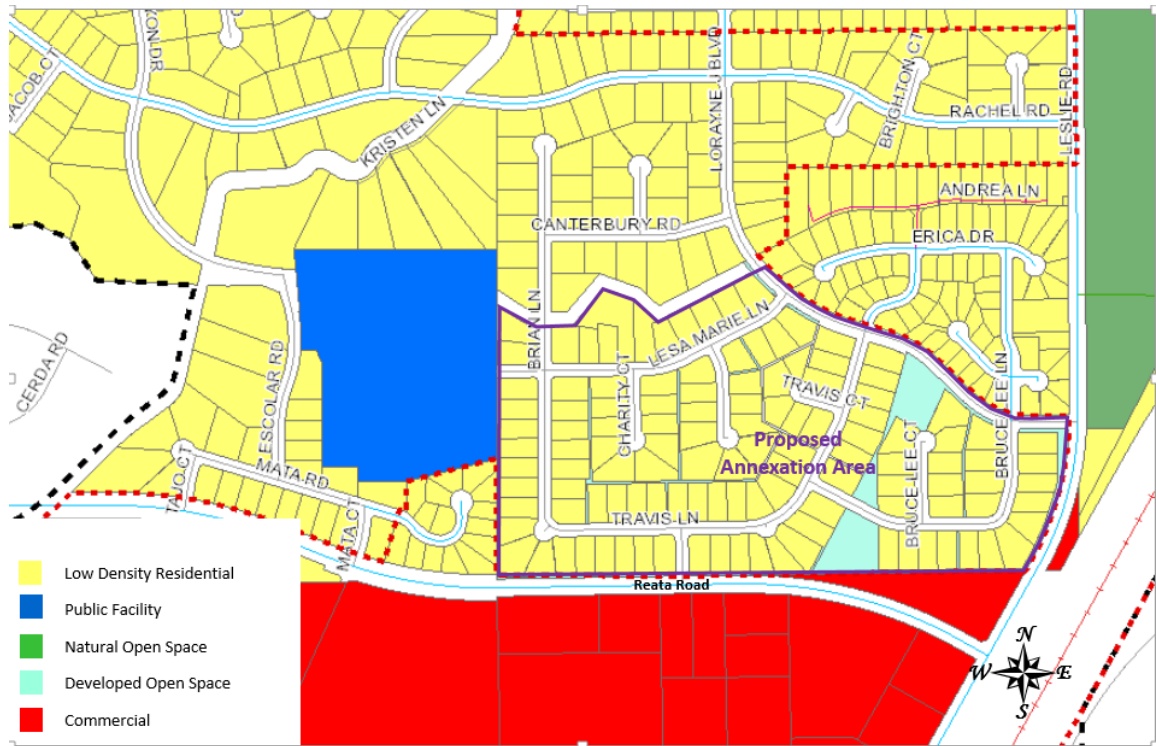


Figure 2: Comprehensive Land Use Plan

Existing County Zoning: Urban Growth Area Residential.

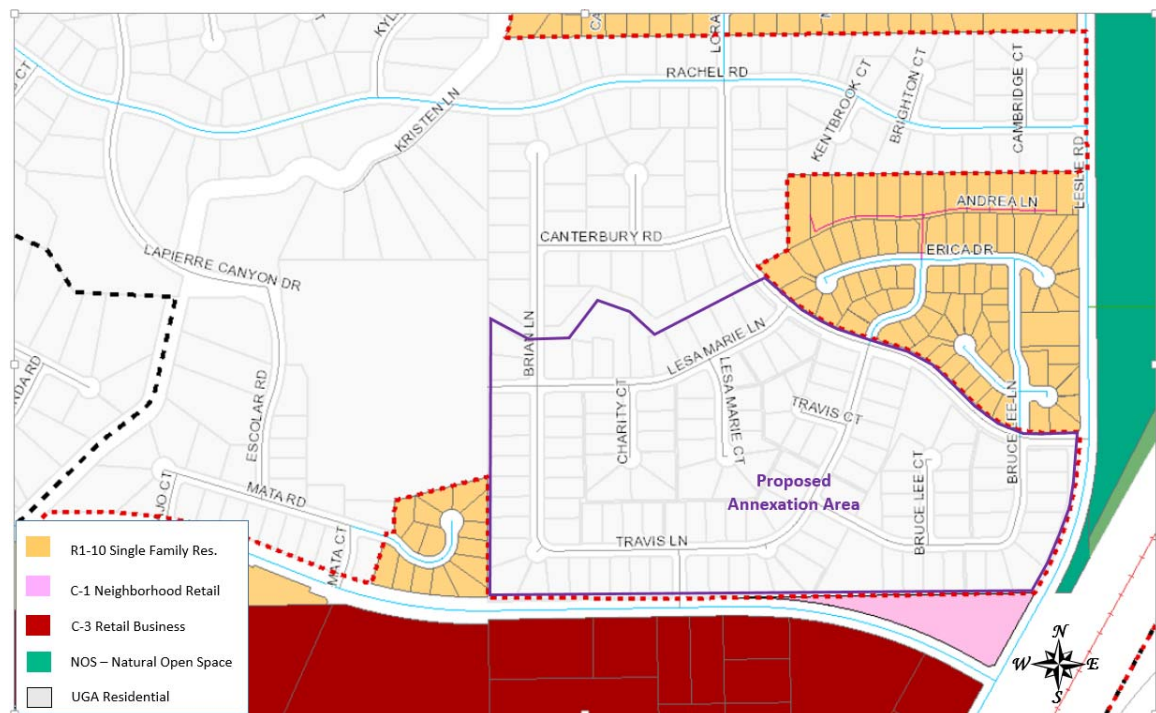


Figure 3: Existing Zoning

POTENTIAL ZONING DESIGNATIONS

There are three single family zoning designations that could be applied to the property that would implement the low density residential comprehensive plan designation: the R-1-10 and R-1-12 zones and the SAG – Suburban Agricultural zone. The primary differences between the zones are mostly based on lot size requirements. Within the R1-10 zone, the average lot size is 10,000 square feet. In the R1-12 zone, the average lot size is 12,000 square feet and in the SAG zone, the minimum lot size is one acre. Another difference is that the SAG zone provides for the keeping of livestock, while the R1-10 and R1-12 zones do not. The following tables attempt to list the differences and commonalities between all these three districts:

Table 1: Permitted Uses

Land Use <i>P= permitted use/ A=accessory use/ X= not allowed</i>	R-1-12	R-1-10	SAG
Accessory Apartments	A	A	A
Accessory Buildings ¹⁴	A	A	A
Adult Family Home	P	P	P
Agricultural Use	X	X	P
Raising Crops, Trees, Vineyards	P	P	P
Bed and Breakfast	S	S	S
Day Care Center	S	S	S
Designated Manufactured Home	P	P	P
Dwelling, One-Family Detached	P	P	P
Home Occupations	A	A	A
Family Day Care Home	A	A	A
Playground Developed in Conjunction with School, Park or Community Clubhouse	P	P	X
Rental of Rooms to Not More Than Four Persons Other Than the Family Occupying the Single-Family Dwelling	A	A	A
Private Swimming Pools	A	A	A
Recreational Club	P	P	P
Rental of Rooms to Not More than Four Persons Other than Family Occupying the Single-Family Dwelling	A	A	A
Churches	P	P	P
Clubs or Fraternal Societies	P	P	P
Cultural Institutions	P	P	P
General Park Operations and Maintenance Activities	P	P	P

Land Use <i>P= permitted use/ A=accessory use/ X= not allowed</i>	R-1-12	R-1-10	SAG
Golf Courses	P	P	P
Passive Open Space Uses	X	X	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P	P	P
Public Agency Buildings	P	P	P
Public Agency Facilities	P	P	P
Public Parks	P	P	P
Schools	P	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P
Trail Head Facilities	P	P	P
Trails for Equestrian, Pedestrian or Nonmotorized Vehicle Use	X	X	P
Micro- and Macro-Antennas	P	P	P
Parking Lots	P	P	A

The standards that dictate building setbacks from property boundaries, building height and lot coverage requirements are also similar in each of the three zones.

Table 2: Dimensional Standards

Standard	R-1-12	R-1-10	SAG
Minimum Lot Area Requirement	10,000 sq. ft.	8,000 sq. ft.	43,560 square ft.
Average Lot Size Requirement	12,000 sq. ft.	10,000 sq. ft.	None
Minimum Lot Width	90 feet	70 feet	145 feet
Minimum Lot Depth	None	None	145 feet
Minimum Street Frontage	None	None	40 feet
Minimum Front Yard Setback	20 feet	20 feet	20 feet
Minimum Side Yard Setback	10 feet	10 feet	10 feet
Minimum Rear Yard Setback	25 feet	25 feet	25 feet ¹
Maximum Lot Coverage ²	40%	40%	20%
Maximum Building Height – Main Building	30 feet	30 feet	30 feet
Maximum Building Height – Accessory Building	16 feet	16 feet	24 feet

One other area of potential difference between the three zones are the regulations pertaining to accessory buildings. The rules for the R1-12 and R1-10 zones are identical, but there are some differences in the SAG district.

Table 3: Detached Accessory Buildings

	R1-12	R1-10	SAG
Maximum Bldg. Size	900 square feet or up to 1,200 square feet if not exceeding more than 50% of the size of the home	900 square feet or up to 1,200 square feet if not exceeding more than 50% of the size of the home	900 square feet or up to 1,200 square feet if not exceeding more than 50% of the size of the home
Maximum Bldg. Height	16 feet	16 feet	24 feet
Rear & Side Yard Setbacks	5 feet ¹	5 feet ¹	5 feet ^{1,2}

¹Smaller buildings require a lesser setback from property lines

²Buildings housing livestock are required to be setback 50 feet from a property line

³The size of accessory buildings meeting primary structure setbacks is not restricted.

One final area of difference relates to the keeping of livestock. Again the regulations in the R1-10 and R1-12 zones are identical to each other, but the SAG standards are more permissive.

Table 4: Keeping of Livestock

	R1-12	R1-10	SAG
Large Livestock (horses, cows, pigs, sheep or goats)	Not Allowed	Not Allowed	Yes, 2 animal units per acre*
Small Livestock (rabbits, chickens, ducks, etc.)	Yes, limited to 5 animals total, including household pets	Yes, limited to 5 animals total, including household pets	Yes, 12 animals per acre
Household Pets (dogs, cats)	Yes, limited to 5 total, including small livestock	Yes, limited to 5 total, including small livestock	Yes, limited to 5 total, in addition to livestock

*Animal Unit = approximately 1,000 lbs. of animal weight

Nonconforming Uses/Structures:

Another factor to consider in the assignment of zoning districts for an area that is already developed are the nonconforming use and nonconforming structure provisions of the zoning code. If a zoning designation is applied to a property that has an existing building that does not meet the setback requirements of that zone, the building is considered a nonconforming structure. The building can be expanded in the future provided that the addition does not extend any closer to the property line, thereby increasing its nonconformity.

A nonconforming use, could occur when a property owner who maintains livestock on their property that is located within a residential zone at the time of annexation. That owner can maintain livestock for as long as they desire, but they could not expand the use.

PUBLIC NOTICE

Notice of the public hearing was mailed to each property owner within the proposed annexation area. A fairly detailed description of the potential zoning choices was included in the notice with an invitation for owners to submit written comments. To date, no comments have been received. A copy of the notice is attached.

ANALYSIS

Any of the three zoning districts described above would be consistent with the comprehensive plan designation of Low Density Residential. In previous neighborhood meetings held regarding annexation, some residents expressed a desire for zoning regulations that would allow for the keeping of animals. For that reason, the SAG zoning district was also included in this analysis.

There is little opportunity for further development of the neighborhood, as there are no vacant lots within the neighborhood and the lack of public sewers in the area would preclude the re-division of existing lots. The average lot size is approximately 20,000 square feet, well in excess of both the R1-10 and R1-12 minimum lot sizes but less than the one acre lot size required in the SAG zone.

The SAG district could potentially be beneficial to property owners who desire to keep livestock; however; most of the lots would have a difficult time in meeting the requirement established in the SAG zone that mandates one gross acre of pasture for two large animals (refer to RMC 23.18.020(B)). Those owners who already maintain livestock on their property would enjoy nonconforming use (grandfather) status upon annexation, but property owners wanting to add livestock in the future would not likely be able to conform to the SAG standards. Another limitation of the SAG district is that it allows a smaller percentage of lot coverage (20% compared to 40% in the residential districts). Since SAG zoning requires a minimum lot size of one acre, few property owners of an acre size lot would be limited by that standard; however; since most of the lots within the neighborhood are only about half an acre, the SAG zoning limitation on lot coverage could prove problematic for some owners.

Perhaps, the better alternative would be for R1-10 zoning as it would match the existing zoning pattern of City properties that lie north of and west of the proposed annexation area. Property owners who currently keep livestock would be able to continue the practice as nonconforming uses. The open space tracts

identified on the plat should be included in the PPF – Parks and Public Facilities district.

SUMMARY

Application of the R-1-10 and PPF zoning represents the most appropriate zoning designation for the proposed annexation area.

RESOLUTION NO. 183-17

A RESOLUTION of the City of Richland accepting a request for annexation of approximately 68 acres located south and west of Lorayne J Boulevard and west of Leslie Road.

WHEREAS, the City of Richland received a written request from property owners within the Lorayne J subdivision representing approximately 13.5% of the total assessed valuation within the proposed annexation area; and

WHEREAS, on March 7, 2017, the Richland City Council was presented with the request for annexation and adopted Resolution No. 178-17, setting October 3, 2017 as the date on which City Council would meet with proponents of the annexation proposal; and

WHEREAS, as required by RCW 35.13.125, City Council met with the annexation proponents on October 3, 2017, and has reviewed the proposed annexation.

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

Section 1. The City of Richland hereby accepts the request for annexation subject to the following conditions:

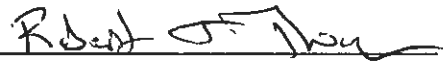
1. That the annexation be accepted as proposed.
2. That simultaneous adoption of the City's Comprehensive Plan for the proposed annexation is required.
3. That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 2. Staff is hereby authorized and directed to submit an application to the Benton County Boundary Review Board.

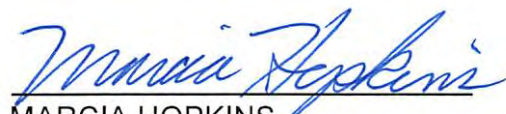
Section 3. The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation(s) for the area proposed for annexation.

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

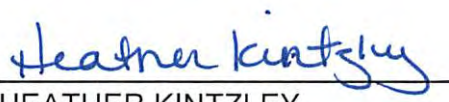
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of October, 2017.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

FINAL PLAT OF
LORAYNE J. RANCH NO. 1
BENTON COUNTY, WASHINGTON

CURVE DATA

① A: 05°58'02" P: 1392.40" L: 99.46"	② A: 25°31'58" P: 1392.40" L: 64.31"	③ A: 14°05'18" P: 470.00" L: 181.08"	④ A: 20°03'59" P: 480.00" L: 209.27"	⑤ A: 02°13'50" P: 50.00" L: 0.78"
⑥ A: 17°52'01" P: 460.00" L: 124.73"	⑦ A: 90°00'00" P: 20.00" L: 31.42"	⑧ A: 93°58'00" P: 20.00" L: 35.60"	⑨ A: 13°04'25" P: 480.00" L: 92.12"	⑩ A: 21°17'10" P: 50.00" L: 7.43"
⑪ A: 04°47'36" P: 430.00" L: 35.77"	⑫ A: 05°39'05" P: 440.00" L: 45.37"	⑬ A: 07°28'30" P: 475.00" L: 66.68"	⑭ A: 74°21'51" P: 25.95" L: 25.95"	⑮ A: 03°53'2" P: 440.00" L: 23.08"
⑯ A: 74°21'45" P: 20.00" L: 25.96"	⑰ A: 15°56'00" P: 45.42" L: 79.48"	⑱ A: 18°56'00" P: 45.42" L: 71.74"	⑲ A: 19°36'00" P: 45.42" L: 82.83"	
⑳ A: 08°28'46" P: 187.40" L: 39.39"	㉑ A: 08°56'30" P: 187.40" L: 94.41"	㉒ A: 06°48'53" P: 187.40" L: 65.83"	㉓ A: 05°27'58" P: 187.40" L: 80.63"	
㉔ A: 73°31'16" P: 80.00" L: 102.65"	㉕ A: 73°31'16" P: 50.00" L: 64.16"	㉖ A: 23°48'35" P: 10.00" L: 45.53"	㉗ A: 13°51'12" P: 10.00" L: 67.55"	NOTE:
㉘ A: 14°57'07" P: 110.00" L: 28.27"	㉙ A: 28°44'44" P: 310.00" L: 155.89"	㉚ A: 28°44'44" P: 280.00" L: 140.00"	㉛ A: 09°00'52" P: 340.00" L: 53.49"	--- den HIO
㉜ A: 15°54'28" P: 340.00" L: 74.40"	㉝ A: 90°00'00" P: 20.00" L: 31.42"	㉞ A: 53°37'07" P: 50.00" L: 51.88"	㉟ A: 55°00'07" P: 50.00" L: 50.54"	36 x 2 211 D. unlabeled
㊱ A: 50°59'20" P: 50.00" L: 43.91"	㊲ A: 113°11'13" P: 50.00" L: 99.21"	㊳ A: 07°00'21" P: 475.00" L: 58.08"	㊴ A: 20°35'46" P: 475.00" L: 66.33"	

NOTE:

5/8" x 24" Rebar set at
all property corners
unless otherwise noted

RECORDING CERTIFICATE

Filed for record at the request of Vance Bantleason
this 1st day of June 1976 A.D., at 11:49 A.M.,
and recorded in Volume 10 of Plats, page 2
19 Records of Benton County, Washington.

Vermer Miller by Ida M. Mair
Benton County Auditor
FEE No 703673

SURVEYOR'S CERTIFICATE

John W. Becker, a Professional Land Surveyor in the State of Washington, hereby certifies that the Plot of "Lorraine" which was shown hereon is based on an actual survey of the same, and is accurate and in full compliance with all laws and regulations of the State of Washington and that all corners are stated as shown hereon.

DATE DECEMBER 11, 1975

ROGERS SURVEYING, INC.
RICHLAND, WASHINGTON



PLAT CLOSURE

<u>BEARING</u>	<u>DIST.</u>	<u>COS.</u>	<u>SIN</u>	<u>N</u>	<u>S</u>	<u>E</u>	<u>W</u>
5.15°55'00"W	713.73'	0.96166158	0.27423897		66.37'		195.73'
5.30°46'00"W	43.04'	0.99895765	0.51154306		36.95'		22.02'
11.09°28'44"W	990.74'	0.00909498	0.99995864	9.01'			990.70'
N.29°20'00"E.	705.00	0.87178441	0.48988972	614.61'		345.37'	
N.17°09'13"E.	413.64'	0.95551747	0.29493452	59.524'		122.00'	
5.52°22'36"E.	120.68'	0.61040677	0.79204110		73.60'	95.59'	
5.45°00'00"E.	224.83'	0.70710678	0.70710678		150.70'	150.70'	
5.58°08'00"E.	207.47'	0.52942520	0.84839625		109.24'	176.01'	
N.10°56'21"E.	60.00'	0.94539518	0.32447836	56.75'		19.47'	
5.00°20'00"E.	124.23'	0.77364818	0.98480775		21.57'	122.34'	
5.08°56'20"E.	148.44'	0.01861377	0.999982671		2.76'	148.41'	
N.46°24'00"E.	20.20'	0.69382091	0.72014758	19.62'		20.37'	
5.01°04'00"W	5.05	0.99982671	0.01861377			5.05	0.09
				1095.23	1095.23	1208.54	1208.54

DEDICATION

We, Country, Inc., a Washington Corporation, and
Western Financial Corporation, a Washington Corporation,
and Ralph H. Hanson and Rachel H. Hanson, his wife,
owners in fee simple of the tract of land
as described hereon, and that we have caused
said land to be surveyed as shown hereon and hereby
dedicate to the public, for the use of the public
forever, all streets, road R/W's, and easements shown hereon.

Country Acrylics Inc.
Len S. Pool
President

Kathryn M. Farrell
Kathryn M. Farrell
Secretary

Western Financial Corp
Wanda D. Barltagon
 Wanda D. Barltagon
 President
Ralph A. Hanson
 Ralph A. Hanson

Lynne J. Bartleson
Lorinda W. Bartleson
secretary
Rachel H. Hanson
Rachel H. Hanson

PHASE 3

DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of section 2, Township 8 North, Range 20 East, W.M., Benton County, Washington, being more particularly described as follows:

Beginning at the southwest corner of said section 2; Thence Norwesterly along the East line of said section a distance of 744.95 feet to a point on centerline of "KEENE ROAD" at Engineer's Station 2+48.6; and said point being a point of tangent; Thence N28°50'00"W a distance of 40.00 feet to a point on the Westerly margin of "KEENE ROAD" right-of-way and True Point of Beginning; Thence southwesterly along said Westerly margin along a curve to the right, said curve having a central angle of 99°29'00" and a radius of 1282.00 feet to a point of tangency; Thence S15°55'00"W a chord distance of 73.73 feet to a point of tangent; Thence S30°44'00"W along said Westerly margin a distance of 49.64 feet to a point on the south line of said Section 2; Thence N08°28'00"W along said south line a distance of 99.74 feet; Thence N24°20'00"E a distance of 705.00 feet; Thence N17°09'13"E a distance of 413.64 feet to a point on a curve; Thence S58°22'36"E along the chord of said curve a chord distance of 120.69 feet, said curve having a central angle of 145°15' and a radius of 470.00 feet, to a point of tangent; Thence S48°00'00"E a distance of 214.83 feet to a point of curve to the left; Thence S58°08'00"E along the chord of said curve a chord distance of 207.47 feet, said curve having a central angle of 26°05'59" and a radius of 460.00 feet, to a point on curve; Thence N18°36'00"E a distance of 60.00 feet to a point on curve; Thence S60°00'00"E along the chord of said curve a chord distance of 124.23 feet, said curve having a central angle of 17°58' and a radius of 460.00 feet, to a point of tangency; Thence S60°00'00"E a distance of 144.44 feet to a point of curve; Thence S48°00'00"E along the chord of said curve a chord distance of 28.28 feet, said curve having a central angle of 90°00'00" and a radius of 20.00 feet, to a point of tangent on the Westerly margin of KEENE ROAD right-of-way; Thence S01°02'00"W along said Westerly margin a distance of 5.05 feet to the True Point of Beginning.

ACKNOWLEDGEMENTS

(State of West Virginia) s.s.
County of Barton)
This is to certify that on this 24 day of March 1960, personally appeared before me Verna D. Barlow and Lawrence J. Barlow, my wife, to me known to be the persons whose names are subscribed to the foregoing instrument, a Westington Corporation, executed by the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.
Witness my hand and official seal the day and year first above written.
Notary Public in and for the State of West Virginia
Residing at: Kennewick, Washington
My Commission expires: 6-24-79

APPROVALS

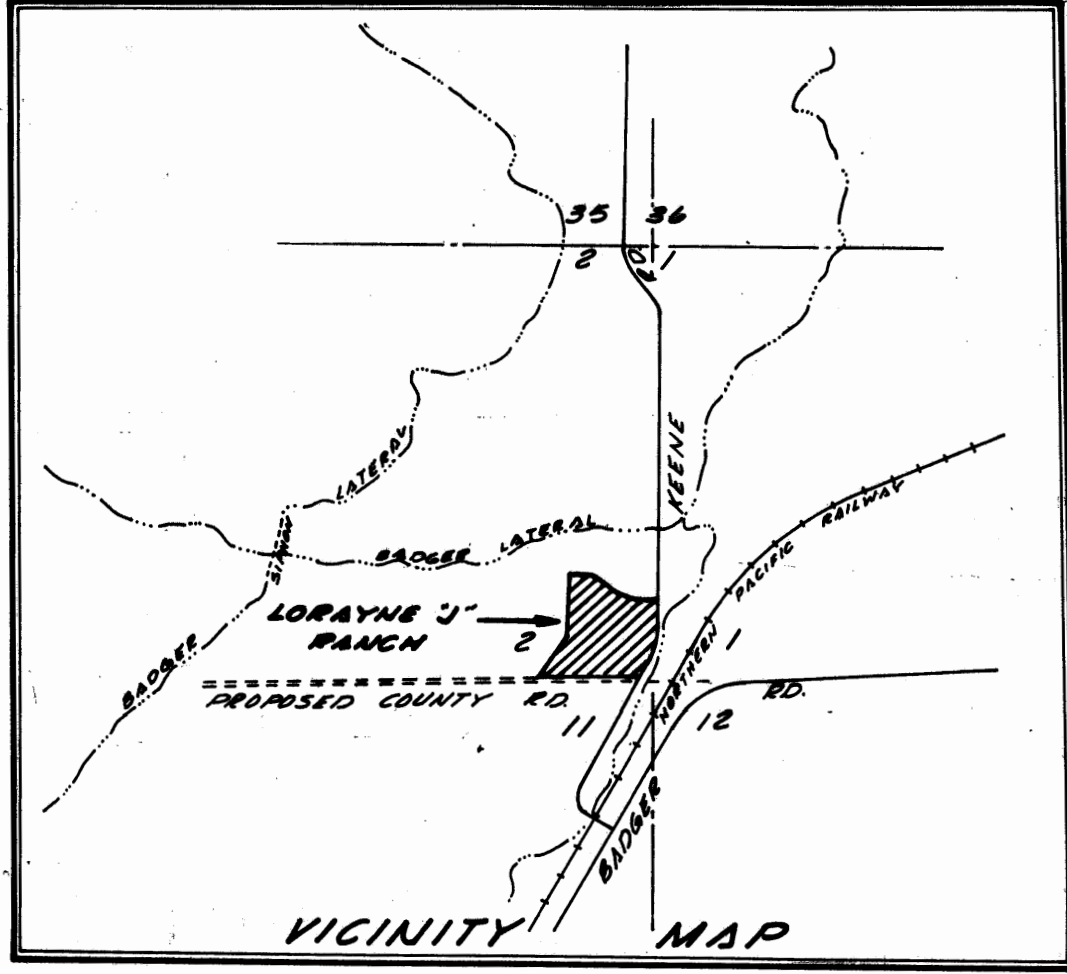
This Map is hereby approved by and for the County of Benton, Oklahoma.
12/10/75 John E. East 6-1-76 Wesley P. Lawson
 Date Chairman, Commission Date Chairman, Commissioners
12/1/76 John E. East 12/1/76 Wesley P. Lawson
 Date County Engineer Date County Engineer

The location of utility easements are hereby approved by Benton County RUD No. 1.
3-15-76 John E. East Wesley P. Lawson
 Date For Benton Co. RUD No. 1 Date Chairman, Commissioners

The location of irrigation easements are hereby approved by Kannewick
Irrigation District and fees have been paid to and including the year 1976 A.D.
8-15-76 Ray D. Gannon Sec. Mgr.
Date For A.I.D. Title

TREASURER'S CERTIFICATE

I hereby certify that the taxes on the land herein described have been paid to and including the year 1976 A.D.
3-26-1976 Golden Bernett by Bonnie Chadi
 Date Benton County Treasurer
Mar. 26, 1976 Barbara Perez by Linda Cunningham
 Date Benton County Assessor 21457 Page 186



LORAYNE "J" RANCH NO. 1

FINAL PLAT OF LORAYNE "J" RANCH NO. 2 BENTON COUNTY WASHINGTON

APPROVALS

This Plat is hereby approved by and for the County of Benton, Washington.

William H. Hylleberg 2-17-76
Chrm. Planning Commission Date
W. T. Brown 9/1/76
Chrm. County Commissioners Date
John E. Dean 9/1/76
County Engineer Date

The location of utility easements are hereby approved by Benton County Public Utility District No. 1.

John E. Dean 3-15-76
Benton County P.U.D. Date

The irrigation assessments on the land described hereon are paid through the year 1976 A.D. and the irrigation easements as shown hereon are hereby approved.

John E. Dean 3-15-76
K.I.D. Date

Filed for record at the request of Vance O. Bartleson this 7th day of Jan. 1976 A.D. at 1:27 P.M. and recorded in Volume 10 of Plats, page 40, Records of Benton County, Washington.

Vance O. Bartleson by Ida M. Main
Benton County Auditor 710629

PLAT CLOSURE

Bearing	Dist.	Cos.	Sin.	N	S	E	W
N60°40'00"W	210.00'	.48268772	.87178441	102.88			183.07
N30°04'22"W	235.38'	.86538760	.50107763	221.18			128.07
N27°20'00"E	242.33'	.87178441	.48268772	217.36		122.14	
N60°40'00"W	240.04'	.48268772	.87178441	96.07			217.78
N00°28'37"W	248.15'	.77277427	.00717033	248.12			1.70
N64°06'20"E	267.87'	.43671456	.87200013	117.86		242.77	
N11°07'13"E	80.68'	.99551747	.17247452	77.07		22.80	
N27°31'02"E	75.00'	.86687200	.46201521	66.31		34.63	
S67°37'53"E	157.15'	.38002575	.72477571		57.72	145.36	
S72°50'47"E	153.53'	.27473452	.75551747		45.28	146.70	
S58°55'27"E	255.00'	.51618873	.85647487		131.66	218.45	
S45°00'00"E	224.83'	.70710678	.70710678		158.78	158.78	
S58°02'00"E	180.41'	.52742580	.84835625		75.51	153.03	
S18°56'01"W	60.00'	.94587518	.32447236		56.75	17.47	
N58°02'00"W	207.41'	.52742580	.84835625	107.84		176.01	
N45°00'00"W	224.83'	.70710678	.70710678	158.78		158.78	
N52°22'36"W	120.67'	.61046777	.77204110	73.68		77.97	
S17°07'13"W	413.64'	.75551747	.27473452		375.24	122.00	
S27°20'00"W	567.42'	.87178441	.48268772		476.41	278.75	
143257 143255 124570 124570							

TREASURER'S CERTIFICATE

I hereby certify that the taxes on the land hereon described have been paid to and including the year 1975 A.D.

6-24-76 Allen Barnett Lyboma Audin
Date Benton County Treasurer
8/20/76 Barbara Brees by Carol Hedgerwood
Date Benton County Assessor
Plt of Roll 57-186-1

State of Washington) S.S.
County of Benton)

This is to certify that on this 19 day of August, 1976 personally appeared before me Ralph A. Hanson and Rachel H. Hanson, his wife, to me known to be the individuals who executed the Dedication shown hereon, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein written.

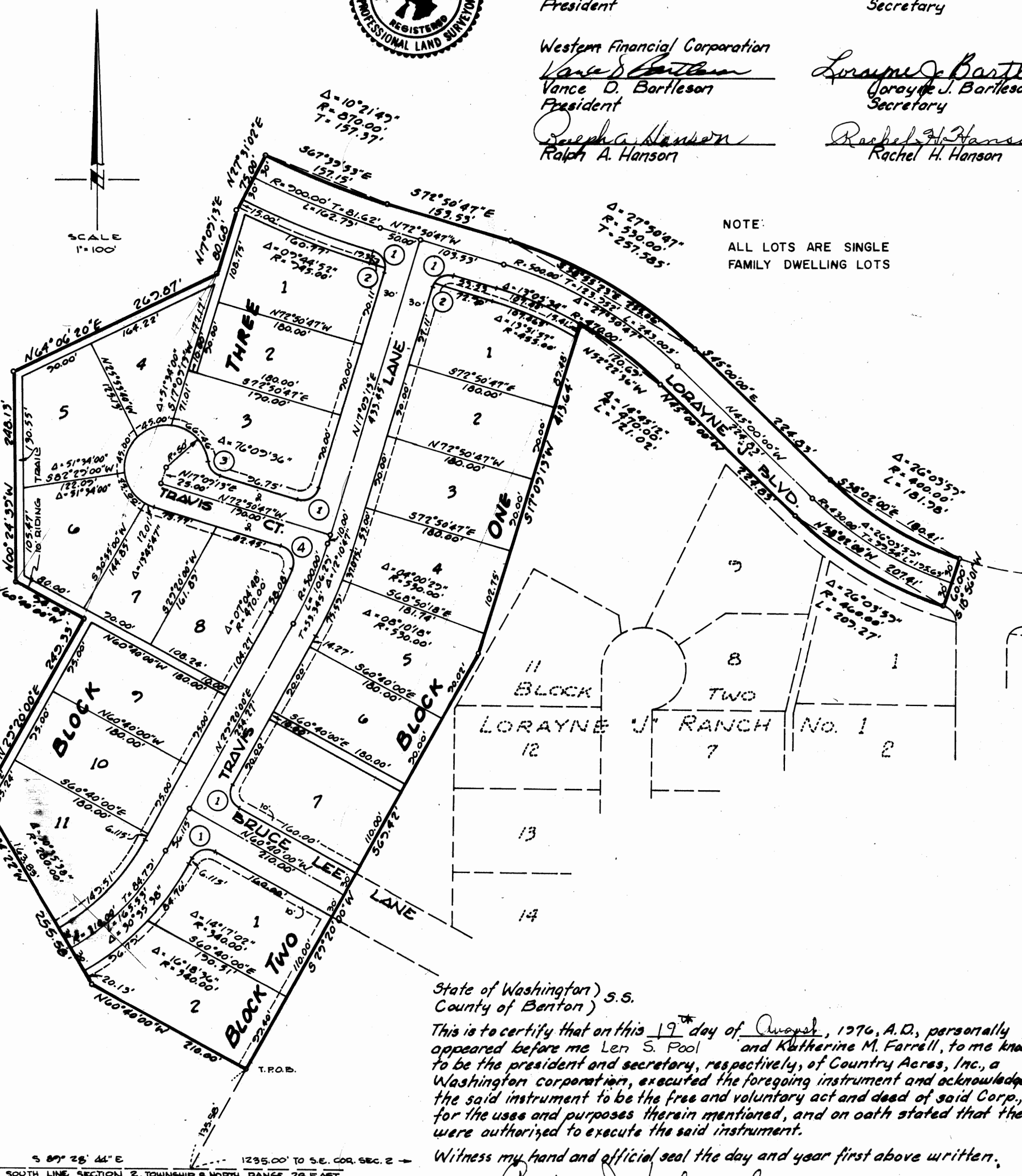
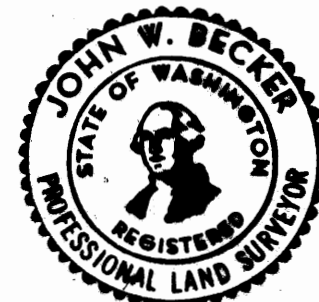
Witness my hand and official seal the day and year first above written.

John E. Dean
Notary Public in and for the State of Washington
Residing at Kennewick
My commission expires 6-24-79

SURVEYOR'S CERTIFICATE

I, John W. Becker, a Professional Land Surveyor in the State of Washington, hereby certify that the Plat shown hereon is based on an actual survey of the land described and that said Plat is based on the ground as indicated hereon.

John W. Becker
Washington Reg. No. 13670
Feb. 11, 1976
Date



NOTE:
--- DENOTES 10 FOOT UTILITY EASEMENT.
ALL CORNERS STAKED WITH 1/2" x 24" REBAR EXCEPT AS NOTED.

DEDICATION

We, Country Acres, Inc., a Washington Corporation, and Western Financial Corporation, a Washington Corporation, and Ralph A. Hanson and Rachel H. Hanson, his wife, owners in fee simple of the tract of land as described hereon, and we have caused said land to be surveyed as shown hereon and hereby dedicate to the public, for the use of the public forever, all streets, road R/W's, and easements shown hereon.

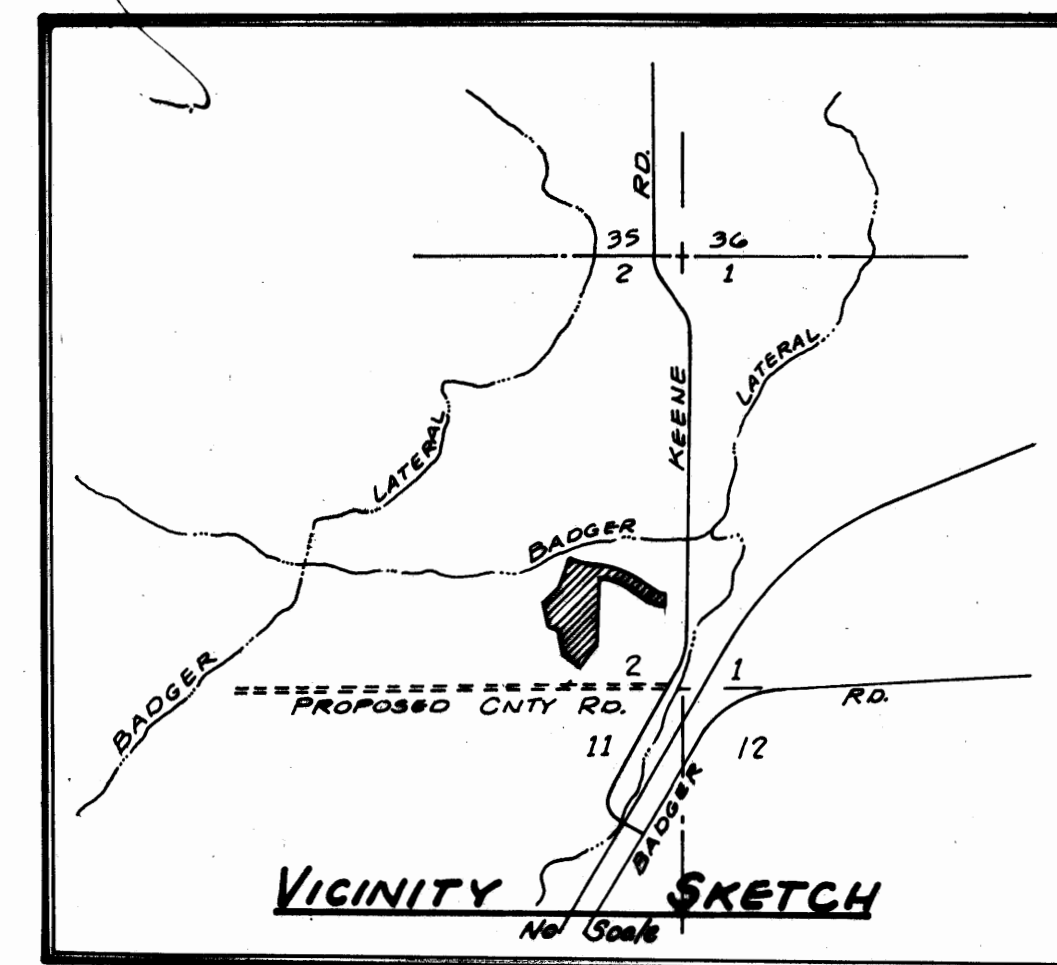
Country Acres, Inc.
Len S. Pool
Len S. Pool,
President

Western Financial Corporation
Vance O. Bartleson
Vance O. Bartleson,
President
Ralph A. Hanson
Ralph A. Hanson

Katherine M. Farrell
Katherine M. Farrell,
Secretary

Lorayne J. Bartleson
Lorayne J. Bartleson,
Secretary
Rachel H. Hanson
Rachel H. Hanson

NOTE:
ALL LOTS ARE SINGLE
FAMILY DWELLING LOTS



DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 2, Township 8, North, Range 28 East, W.M., Benton County, Washington, being more particularly described as follows:

Beginning at the Southeast corner of said Section 2; Thence Nor 04°00'E along the East line of said Section a distance of 724.75 feet to a point on centerline of Keene Road at Engineers Station 26+48.6; and said point being a point of tangent; Thence N88°56'00"W a distance of 40.00 feet to a point on the Westerly margin of Keene Road right-of-way; Thence Southwesterly along said westerly margin along a curve to the right, said curve having a central angle of 27°42'00" and a radius of 1372.40 feet, a chord bearing of S15°55'00"W a distance of 713.73 feet, to a point of tangent; Thence S30°46'00"W along said Westerly margin a distance of 43.04 feet to a point on the South line of said Section 2; Thence N87°28'44"W along said South line a distance of 220.74 feet; Thence N27°20'00"E a distance of 135.58 feet to the True Point of Beginning; Thence N60°40'00"W a distance of 210.00 feet; Thence N30°04'22"W a distance of 255.58 feet; Thence N27°20'00"E a distance of 242.33 feet; Thence N60°40'00"W a distance of 24.04 feet; Thence N00°28'37"W a distance of 248.15 feet; Thence N64°06'20"E a distance of 267.87 feet; Thence N17°07'13"E a distance of 80.68 feet; Thence N27°31'02"E a distance of 75.00 feet to a point on a curve; Thence Southeast along a curve to the left, said curve having a central angle of 10°21'47" and a radius of 870.00 feet, a chord bearing of S67°37'53"E a distance of 157.15 feet to a point of tangent; Thence S72°50'47"E a distance of 153.53 feet to a point of curve; Thence Southeast along said curve to the right, said curve having a central angle of 27°50'47" and a radius of 530.00 feet, a chord bearing of S58°55'27"E a distance of 255.00 feet to a point of tangent; Thence S45°00'00"E a distance of 224.83 feet to a point of curve; Thence Southeast along said curve to the left, said curve having a central angle of 26°03'57" and a radius of 400.00 feet, a chord bearing of S58°02'00"E a distance of 180.41 feet to a point on the curve; Thence S18°56'01"W a distance of 60.00 feet to a point on curve; Thence Northwest along said curve to the right, said curve having a central angle of 26°03'57" and a radius of 460.00 feet, a chord bearing of N58°02'00"W a distance of 207.41 feet to a point of tangent; Thence N45°00'00"W a distance of 224.83 feet to a point of curve; Thence Northwest along said curve to the left, said curve having a central angle of 14°45'12" and a radius of 470.00 feet, a chord bearing of N52°22'36"W a distance of 120.67 feet to a point on curve; Thence S17°07'13"W a distance of 413.64 feet to a point; Thence S27°20'00"W a distance of 567.42 feet to the True Point of Beginning.

Subject to easements, covenants, reservations, and restrictions of record.

State of Washington) S.S.
County of Benton)

This is to certify that on this 19 day of August, 1976 A.D. personally appeared before me Vance O. Bartleson a Lorayne J. Bartleson, his wife, to me known to be president and secretary, respectively, of Western Financial Corp., a Washington corporation, executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Corp., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal the day and year first above written.

John E. Dean
Notary Public in and for the State of Washington
Residing at Kennewick
My commission expires 6-24-79

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF BENTON

THIS IS TO CERTIFY THAT ON THIS 20 DAY OF December, 1980, I PERSONALLY APPEARED BEFORE DAVID L. WHITEHEAD AND MARTIN O. RANKIN, TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF MEADOW SPRINGS SOUTH INCORPORATED, A WASHINGTON CORPORATION, AND TO SELLER OF BEN FRANKLIN BANK, PACO BRANCH WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

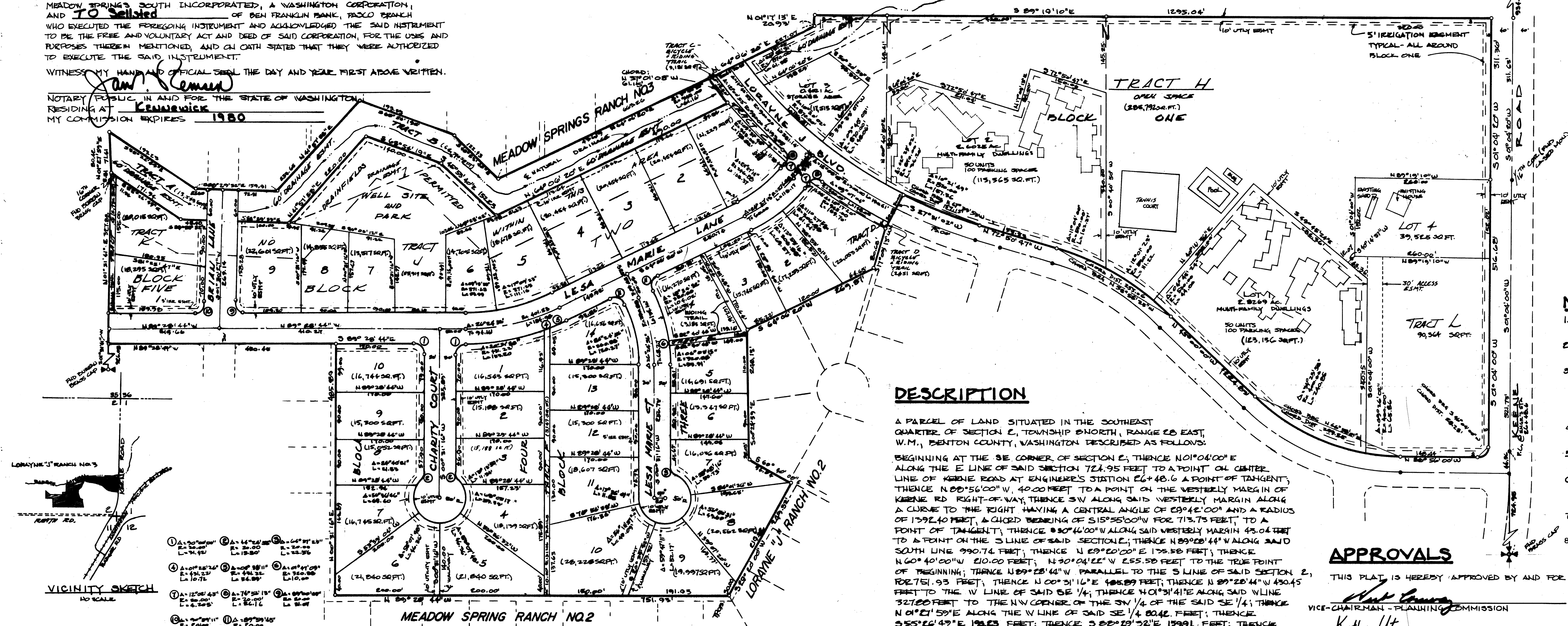
NOTARY PUBLIC, IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Kennick
MY COMMISSION EXPIRES 1980

FINAL PLAT OF
MEADOW SPRINGS RANCH NO. 1

A PLANNED UNIT DEVELOPMENT

HEALTH DEPT. NOTE:

THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS, HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DISTRICT BOARD OF HEALTH RULES AND REGULATIONS. FURTHER, BE ADVISED THAT THIS DEPARTMENT'S APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS, PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.

SCALE:
1"=100'

NOTES

1. --- DENOTES 10' UTILITY EASEMENT.
2. ALL CORNERS STAKED WITH 5/8" REBAR UNLESS NOTED.
3. MULTI-FAMILY DWELLINGS ARE LIMITED TO THE AREAS INDICATED IN BLOCK ONE. THE REMAINING BLOCKS WILL BE RESTRICTED TO SINGLE FAMILY RESIDENCES.
4. ALL TRACTS WILL BE OWNED BY THE HOME OWNERS ASSOCIATION.
5. IRRIGATION EASEMENTS AS SHOWN.
6. UTILITY EASEMENTS ARE FOR THE USE OF POWER, TELEPHONE, CABLE TV, AND OTHER SUCH SERVICES.
7. STREET MONUMENTS WILL BE SET AT ALL 4 POINTS SHOWN.
8. SEE NOTE BELOW.

DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 20 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SECTION 2, THENCE N01°04'00"E ALONG THE E LINE OF SAID SECTION 24.95 FEET TO A POINT ON CENTER LINE OF KENNE RD. AT ENGINEER'S STATION 26+48.6 A POINT OF TANGENT, THENCE N00°56'00"W 40.00 FEET TO A POINT ON THE WESTERLY MARGIN OF KENNE RD. RIGHT-OF-WAY, THENCE S1/4 ALONG SAID WESTERLY MARGIN ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 69°42'00" AND A RADIUS OF 1592.40 FEET, A CHORD BEARING OF S15°55'00"W FOR 715.75 FEET, TO A POINT OF TANGENT, THENCE S01°04'20"W ALONG SAID WESTERLY MARGIN 43.04 FEET TO A POINT ON THE S LINE OF SAID SECTION 2, THENCE N00°20'44"W ALONG SAID SOUTH LINE 990.74 FEET, THENCE N12°20'00"E 175.55 FEET, THENCE N60°40'00"W 210.00 FEET, THENCE N30°04'12"W 255.50 FEET TO THE TRUE POINT OF BEGINNING, THENCE N00°20'44"W PARALLEL TO THE S LINE OF SAID SECTION 2, FOR 751.93 FEET, THENCE N00°31'16"E 405.89 FEET, THENCE N00°20'44"W 430.45 FEET TO THE W LINE OF SAID SE 1/4, THENCE W01°31'41"E ALONG SAID W LINE 327.00 FEET TO THE NW CORNER OF THE SW 1/4 OF SAID SE 1/4, THENCE N01°04'15"E ALONG THE W LINE OF SAID SE 1/4 80.42 FEET, THENCE S55°20'49"E 192.83 FEET, THENCE S00°29'32"E 159.91 FEET, THENCE N41°51'58"E 238.63 FEET, THENCE S00°54'19"E 175.55 FEET, THENCE S45°54'06"E 128.45 FEET, THENCE N64°06'20"E 663.67 FEET TO A POINT ON THE E LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 2, THENCE N01°17'15"E ALONG SAID E LINE 120.93 FEET TO THE NW CORNER OF THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 2, THENCE S00°19'10"E ALONG THE N LINE THEREOF 1025.04 FEET TO A POINT ON THE WESTERLY MARGIN OF KENNE RD. RIGHT-OF-WAY, THENCE S01°04'20"W ALONG SAID WESTERLY MARGIN 311.36 FEET TO A POINT OPPOSITE THE EAST 1/4 CORNER OF THE SE 1/4 OF SAID SECTION 2, THENCE S01°04'00"W ALONG SAID WESTERLY MARGIN 516.68 FEET TO A POINT OF CURVE, THENCE S1/4 ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 2200 FEET, A CHORD BEG. OF S46°04'00"W FOR 282.20 FEET TO A POINT OF TANGENT, THENCE N00°56'00"W 140.44 FEET TO A POINT OF CURVE, THENCE NW ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 48°56'00" AND A RADIUS OF 4000 FEET, A CHORD BEARING OF N60°58'01"W FOR 609.85 FEET TO A POINT OF TANGENT, THENCE N40°20'00"W 224.83 FEET TO A POINT OF CURVE, THENCE NW ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 67°50'47" AND A RADIUS OF 5900 FEET, A CHORD BEARING OF N50°55'23"W FOR 235.06 FEET TO A POINT OF TANGENT, THENCE N70°50'47"W 153.53 FEET TO A POINT OF CURVE, THENCE NW ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 10°19'49" AND A RADIUS OF 8700 FEET, A CHORD BEG. OF N67°39'59"W FOR 157.15 FEET, THENCE S27°31'02"W 750.00 FEET, THENCE S17°09'19"W 800.00 FEET, THENCE S46°06'00"W 224.83 FEET, THENCE S00°20'59"E 248.5 FEET, THENCE S60°40'00"E 940.4 FEET, THENCE S00°20'00"W 249.55 FEET TO THE TRUE POINT OF BEGINNING.

APPROVALS

THIS PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, WASHINGTON.

Mark C. Brown
VICE-CHAIRMAN - PLANNING COMMISSION

Jan 7, 1980
DATE

Kathy Utley
CHAIRMAN - COUNTY COMMISSION

Jan 7, 1980
DATE

Don E. Brown
COUNTY ENGINEER

Jan 7, 1980
DATE

Barbara Breeze by Linda Dunnington
COUNTY ASSESSOR

Dec 6, 1978 *Roll 57, 125-176-10*
DATE
Dec 21, 1979 *Roll 57-186-10*

UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1.

P. J. Kish
BENTON COUNTY PUD. NO. 1

10-3-78
DATE

THERE IS NO IRRIGATION ASSESSMENT ON THE LAND AT THIS TIME AND THE IRRIGATION EASEMENTS AS SHOWN ARE HEREBY APPROVED.

John H. Robinson
FOR KENNEKICK IRRIGATION DISTRICT

10/1/80
DATE

THE PLAT OF MEADOW SPRINGS RANCH NO. 1 AS SHOWN HEREON IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, WASHINGTON.

John H. Robinson
RICHLAND PLANNING COMMISSION CHAIRMAN

10-4-78
DATE

SURVEYOR'S CERTIFICATE

I, ROBERT H. STRATTON, DO HEREBY CERTIFY THAT THIS PLAT OF MEADOW SPRINGS RANCH NO. 1, AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, THAT ALL COURSES AND DISTANCES ARE CORRECT AS SHOWN, THAT THE LOT AND BLOCK CORNERS ARE MARKED ON THE GROUND WITH STEEL PINS, AND THAT THE MONUMENTS ARE AS INDICATED.

Robert H. Stratton
ROBERT H. STRATTON, P.L.S. NO. 14120

12/19/79
DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE TRACT OF LAND AS SHOWN ON THE PLAT, MEADOW SPRINGS RANCH NO. 1, DO HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, RESERVE, ALL STREETS AND EASEMENTS SHOWN THEREON, AND GRANT THE RIGHT OF THE PUBLIC TO MAKE NECESSARY CROPS FOR CUTS OR FILLS ON PROPERTY THEREON DESCRIBED IN THE ORIGINAL GRADING OF ROADS.

David L. Whitehead
DAVID L. WHITEHEAD, PRESIDENT
MEADOW SPRINGS SOUTH INC.

Martin O. Rankin
MARTIN O. RANKIN, SECRETARY
MEADOW SPRINGS SOUTH INC.

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROBERT H. STRATTON THIS 7 DAY OF JAN 1980 A.D. AT 38 MINUTES PAST 2:00 P.M. AND RECORDED IN VOLUME 14 OF PLATS, PAGE 26 RECORDS OF BENTON COUNTY, WASHINGTON.

Barbara Breeze by Linda Dunnington
BENTON COUNTY ASSESSOR

8/12/82
FILE NUMBER

PLAT CLOSURE

BEARING	DISTANCE	N	S	E	W
N 09-08-44 W	751.93	6.84			751.90
N 00-31-16 E	425.09	405.87		4.42	
N 09-28-44 W	430.43	3.91			430.43
N 01-31-41 E	327.88	327.76		0.74	
N 01-27-59 E	80.42	80.39		2.06	
S 55-20-49 E	192.83		109.59	4.21	192.86
S 00-29-32 E	159.91			15.24	156.24
N 41-57-58 E	238.65	175.73			180.58
S 08-54-19 E	175.55		69.66		81.91
S 45-33-40 E	122.43		88.21		570.67
N 64-06-20 E	663.66	289.66			
N 01-17-13 W	20.93	20.92		0.41	
S 09-19-10 E	1295.04		1535	1294.95	
S 01-04-20 W	311.36		311.30		5.03
S 01-04-00 W	516.68		516.59		9.62
S 46-04-00 W	282.20		19.62		20.36
N 00-56-00 W	140.44	2.76			140.41
N 66-50-01 W	224.83	117.23			275.39
N 45-00-00 W	224.83	158.98			159.98
N 58-58-23 W	255.06	191.66			210.45
N 76-50-47 W	153.53	43.28			144.70
N 71-50-53 W	157.15	59.72			145.36
S 27-31-02 W	750.00		66.52		34.65
S 17-09-13 W	800.00		77.09		23.80
S 64-06-20 W	229.87		117.86		242.10
S 00-24-39 E	248.13		248.12	1.78	
S 60-40-00 E	940.4		46.00	0.92	
S 29-10-00 W	249.55		217.35		122.14
	1904.56	1904.55	2134.79	2734.80	

NOTE: "IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATION, OR RESPONSIBILITY FOR THE UPKEEP, MAINTENANCE OR REPAIR OF THE STORM DRAINAGE FACILITIES LOCATED OUTSIDE COUNTY ROAD RIGHT-OF-WAY."

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1979 AND 1980 A.D. o.p.t.

Ellen Brandt
BENTON COUNTY TREASURER

12-21-79
DATE

FINAL PLAT
MEADOW SPRINGS RANCH NO. 1

Exhibit D

Chapter 23.14 – Agricultural Zoning Districts

Sections:

23.14.010 Purpose of Agricultural Use Districts

23.14.020 Agricultural Performance Standards and Special Requirements

23.14.030 Agricultural Use Districts Permitted Land Uses

23.14.040 Site Requirements for Agricultural Use Districts

23.14.050 Parking Standards for Agricultural Use Districts

23.14.010 Purpose of Agricultural Use Districts

- A. The Agricultural Use District (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the City that are designated as Agriculture or as Urban Reserve under the City of Richland Comprehensive Plan
- B. The Suburban Agricultural Use District (SAG) is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses. This zoning classification is intended to be applied to some portions of the City that are designated Low Density Residential (0 – 5 Dwellings/Acre) under the City of Richland Comprehensive Plan.

23.14.020 Agricultural Performance Standards and Special Requirements

- A. The following standards relate to the raising and keeping of livestock in an AG district:
 1. A permitted structure, pen or building in which livestock is kept shall be located not less than twenty-five feet from any lot line and not less than forty feet from any one-family dwelling;
 2. A pasture, including perimeter fencing, shall be located not less than fifteen feet from any one-family dwelling located on the same lot;
 3. Uses, structures and buildings shall comply with the applicable yard and area requirements of Sections 23.38.010 through 23.38.090 of this title.

The following standards relate to the agricultural activities permitted in the SAG district:

Limited agricultural uses such as orchards, vineyards, vegetable gardens, field crops and pastures;

Sale of products grown on the premises;

Limited raising or keeping of large livestock as follows:

- a) Horses, ponies, mules, donkeys, burros, and similar animals,
- b) Dairy cattle, beef cattle, buffalo and similar animals,
- c) Sheep, goats, and similar animals.

A maximum of two animal units (one animal unit equals approximately one thousand pounds of animal weight) may be kept per one acre gross pasture area. Gross pasture area is that portion of a lot, which is fenced and used solely for the grazing and keeping of large livestock. The following are examples of animal unit usages:

- 1 horse and 1 cow per gross pasture acre;
- 2 cows or 2 horses per gross pasture acre;
- 10 sheep or 10 goats per gross pasture acre;
- 8 sheep and 2 goats per gross pasture acre.

If any additional animal(s) born on the premises causes the maximum allowable number of animals to be exceeded, adjustments must be made to bring the total number of animals into compliance with this chapter with the corresponding time limits specified below:

- Horses and similar animals-one year from date of birth;
- Cattle and similar animals-one year from date of birth;
- Sheep, goats, and similar animals-six months from date of birth.

If any additional animal(s) are acquired by any means other than by birth, and cause the maximum allowable number of animals to be exceeded, adjustments must be made to bring the total number of animals into compliance with this chapter within ninety days after placement of the additional animal(s) on the premises. In addition, a fence must be constructed prior to the acquisition of any large livestock to ensure containment of the livestock on the premises;

Limited raising or keeping of small livestock as follows:

- d) Rabbits and similar animals,
- e) Chickens, ducks, geese, turkeys, and other similar fowl.

A maximum of twelve animals or fowl, as defined above, may be raised or kept per one acre gross lot area.

In addition, a shed, coop, hutch, or similar containment structure must be constructed prior to the acquisition of any small livestock to ensure containment of the livestock on the premises.

Standings under roofed stable must be made of material and which provides for proper drainage so as not to create offensive odors, fly, or insect breeding, or other nuisances.

Manure must be collected at least once a week and shall be disposed of in one or more of the following manners:

Placement of manure in a fly-proof container with periodic removal of manure from the lot;

Adequate burying of the manure;

Removal of manure from the lot.

Fences, pens, corrals or similar enclosures must be of sufficient height and strength to retain animals

Any structures used for the keeping of livestock shall be setback a minimum of fifty feet (50') from any property line.

23.14.030 Agricultural 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 of this title.
- 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	AG	SAG
Agriculture		
Agricultural Use	P	P
Business and Personal Services		
Animal Shelter	S ¹	
Commercial Kennel	S ¹	
Hospital Clinic – Large Animal	S ¹	
Hospital Clinic – Small Animal	S ¹	
Industrial Uses		
Excavating, processing, removal of topsoils, sand, gravel, rock or similar natural deposits	S ²	
Public Uses		
Churches	P ³	P ³

Land Use	AG	SAG
Clubs or Fraternal Societies	P ³	P ³
Cultural Institutions	P ³	P ³
General Park Maintenance & Operations	P	P
Golf Courses	P	P
Passive Open Space Uses	P	P
Power Transmission & Irrigation Wasteway Easements & Utility Uses	P ⁴	P ⁴
Public Agency Buildings	P ⁴	P ⁴
Public Agency Facilities	P ⁴	P ⁴
Public Parks	P	P
Schools	P ⁵	P ⁵
Special Events including concerts, tournaments, and competitions, fairs, festivals and similar public gatherings	P	P
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or non-motorized Vehicle Use	P	P
Recreational Uses		
Commercial Recreation, Outdoor	S ⁶	
Recreational Vehicle Campgrounds	S ⁷	
Stable, Public	S ⁸	
Retail Uses		
Landscaping Material Sales	S ⁹	
Nursery, Plant	S ⁹	
Parking Lot	A	A
Residential Uses		
Accessory Apartments	A ¹⁰	A ¹⁰
Adult Family Home	P	P
Bed and Breakfast	S ¹¹	S ¹¹
Day Care Center	S ¹²	S ¹²
Designated Manufactured Home	P ¹³	P ¹³
Dwelling, One Family Detached	P ¹³	P ¹³
Family Day Care Home	A ¹²	A ¹²
Home Occupations	A ¹⁴	A ¹⁴
Private Swimming Pools	A ¹⁵	A ¹⁵
Recreational Club	P ¹⁶	P ¹⁶
Rental of Rooms to not more than four persons other than the family occupying the single family dwelling	A	A
Miscellaneous Uses		
Cemetery	P	
Micro and Macro Antennas	P	P
Raising Crops, Trees or Vineyards	P	P

1 Section 23.42.040

2 Section 23.42.070

3 Section 23.42.050

4 Section 23.42.200

5 Section 23.42.250

6 Section 23.42.175

7 Section 23.42.230

8 Section 23.42.190

9 Section 23.25.105

10 Section 23.42.020

11 Section 23.42.045

12 Section 23.42.080

13 Section 23.18.025

14 Section 23.42.090

15 Section 23.42.300

16 Section 23.42.210

23.14.040 Site Requirements for Agricultural Use Districts

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

Standard	AG	SAG
Minimum Lot Area Requirement	5 Acres	43,560 square ft.
Minimum Lot Width	None	145
Minimum Lot Depth	None	145
Minimum Street Frontage	None	40
Minimum Front Yard Setback	25	20
Minimum Side Yard Setback	10	10
Minimum Rear Yard Setback	25	25 ¹
Maximum Lot Coverage ²	None	20%
Maximum Building Height - Main Building	30	30
Maximum Building Height - Accessory Buildings	24	24

¹ Main structures shall be setback a minimum of twenty five feet (25') and accessory structures shall meet the requirements of RMC Section 23.38.020 except that structures intended for the keeping of livestock shall meet the setback requirements of fifty feet (50') as established in 23.14.020(B)(10).

² Lot coverage includes all buildings, including accessory buildings or structures on any lot in a residential district, exclusive of patios without roof coverings or patios with only open lattice or similar type roof construction.
(Ord. 04-09)

23.14.050 Parking Standards for Agriculture Use Districts

Off street parking space shall be provided in all agricultural zones in compliance with the requirements of Chapter 23.54 of this title.

Chapter 23.18 RESIDENTIAL ZONING DISTRICTS

Sections:

- [23.18.010](#) Purpose of residential use districts.
- [23.18.020](#) Residential performance standards and special requirements.
- [23.18.025](#) Single-family residential design standards.
- [23.18.030](#) Residential use districts permitted land uses.
- [23.18.040](#) Site requirements for residential use districts.
- [23.18.050](#) Parking standards for residential use districts.

23.18.010 Purpose of residential use districts.

Five residential zone classifications permit a variety of housing and population densities without conflict. Protection is provided against hazards, objectionable influences, traffic, building congestion and lack of light, air and privacy. Certain essential and compatible public service installations are permitted in residential use districts.

A. The single-family residential – 12,000 (R-1-12) is a residential zone classification requiring the lowest density of population within the city, providing protection against hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.

B. The single-family residential – 10,000 (R-1-10) is a residential zone classification requiring a low density of population, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.

C. The medium-density residential (R-2) is a residential zone classification permitting a higher density of population including the establishment of duplex dwellings and providing for these single-and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

D. The medium-density residential small lot (R-2S) is a residential zone classification permitting a higher density of population, encouraging small lot development conducive to energy conservation and to other factors contributing to the production of affordable housing, and including the establishment of duplex dwellings and providing for these one- and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be

applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

E. The multiple-family residential use district (R-3) is a residential zone classification allowing for the location of multiple-family dwellings, duplexes and attached and detached one-family dwellings and providing a high degree of protection for such uses and adjacent low-density residential development. This classification shall be designed to give protection from hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and installations are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated high-density residential (10.1 or more dwellings per acre) under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02].

23.18.020 Residential performance standards and special requirements.

A. High-Density Residential Small Lot Special Requirements. In order to assure consistency with the purpose of the R-2S district, as stated in RMC [23.18.010](#)(D), and further to avoid potential negative and undesirable effects that may result from the higher density of development afforded in an R-2S zone, the following special requirements and provisions shall apply:

1. Any application for reclassification of land to R-2S shall be accompanied by an application for preliminary plat approval submitted in accordance with RMC [24.12.010](#). In addition, the following information shall be submitted with the application for preliminary plat:

- a. A street landscaping plan showing the location and type of landscaping proposed;
- b. Information showing the location, dimensions and character of recreational facilities and/or open space, including paths and trails; and
- c. Utilization of curvilinear, cul-de-sac and/or loop streets or other appropriate design solutions to assist in modulating the interface of the residential buildings with the streets.

2. The planning commission and city council may, in keeping with the intent of this section, impose requirements and conditions on the approval of the preliminary plat or zoning reclassification as deemed appropriate. These conditions may include, but are not limited to, architectural design parameters, screening and buffering treatments, and supplemental open space and/or recreational facility requirements. Compliance with these conditions shall be demonstrated precedent to final plat and/or building permit approval as appropriate.

3. A combined front yard setback configuration and street-facing residential architectural elevation may be repeated continuously on no more than five lots before a different combination must be utilized. Regardless of the street facing architectural elevation, a front yard setback configuration may be repeated on no more than 10 lots before a different setback configuration must be utilized. The administrative official may approve variations to this requirement which, in his judgment, accomplish the intent of avoiding a monotonous interface of the residential buildings with the streets, or are necessary due to constraints or unique characteristics of the site. This requirement shall be satisfied at the time of building permit application.

B. Multiple-Family Residential Use District Special Requirements. In any multifamily residential (R-3) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all multifamily residential structures:

1. 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, R-1-10 – single-family residential, 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.

2. Buildings that are within 50 feet of any property that is zoned for single-family residential use (as defined in subsection (B)(1) of this section) 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 multifamily zoning district.

3. 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. 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](#).

4. Recreational vehicle parks are permitted in the multifamily residential district (R-3) subject to the issuance of a special use permit meeting the requirements of RMC [23.42.220](#) and [23.42.240](#). Further, applicants must demonstrate that their proposed recreational vehicle parks are immediately adjacent to a state highway and that appropriate provisions are put in place to protect adjacent land uses. [Ord. 28-05 § 1.02].

23.18.025 Single-family residential design standards.

Any one-family attached dwelling, one-family detached dwelling or designated manufactured home shall meet the following minimum requirements:

A. All dwellings shall be placed on permanent foundations.

B. At the time of construction, all new single-family dwellings shall be new, not having been previously titled to a retail purchaser and not meeting the definition of a “used mobile home” as defined in RCW [82.45.032](#)(2). [Ord. 28-05 § 1.02].

23.18.030 Residential 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	R-1-12	R-1-10	R-2	R-2S	R-3
Residential Uses					
Accessory Apartments	A ¹	A ¹	A ¹	A ¹	A ¹
Accessory Buildings ¹⁴	A	A	A	A	A
Adult Family Home	P	P	P	P	P
Apartment/Condominium (3 or More Units)					P
Assisted Living Facility					P
Bed and Breakfast	S ²	S ²	S ²	S ²	P
Day Care Center	S ³	S ³	S ³	S ³	P ³
Designated Manufactured Home	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Dormitories, Fraternities and Sororities					P
Dwelling, One-Family Attached			P ⁴	P ⁴	P ⁴
Dwelling, One-Family Detached	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Dwelling, Two-Family Detached			P	P	P
Home Occupations	A ⁵	A ⁵	A ⁵	A ⁵	A ⁵
Family Day Care Home	A ³	A ³	A ³	A ³	A ³
Manufactured Home Park			S ⁶	S ⁶	S ⁶

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Playground Developed in Conjunction with School, Park or Community Clubhouse	P	P	P	P	P
Nursing or Rest Home					P
Rental of Rooms to Not More Than Four Persons Other Than the Family Occupying the Single-Family Dwelling	A	A	A	A	A
Private Swimming Pools	A ⁷	A ⁷	A ⁷	A ⁷	A ⁷
Recreational Club	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸
Senior Housing					P
Public/Quasi-Public Uses					
Churches	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹
Clubs or Fraternal Societies	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹
Cultural Institutions	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹
General Park Operations and Maintenance Activities	P	P	P	P	P
Golf Courses	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Public Agency Buildings	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Public Agency Facilities	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Public Parks	P	P	P	P	P
Schools	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Miscellaneous Uses					
Micro- and Macro-Antennas	P	P	P	P	P
Parking Lots	P	P	P	P	P
Raising Crops, Trees, Vineyards	P	P	P	P	P
Recreational Vehicle Parks					S ^{12,13}

- | | |
|----------------------------------|--|
| 1. RMC 23.42.020 | 9. RMC 23.42.050 |
| 2. RMC 23.42.045 | 10. RMC 23.42.200 |
| 3. RMC 23.42.080 | 11. RMC 23.42.250 |
| 4. RMC 23.18.025 | 12. RMC 23.42.220 |
| 5. RMC 23.42.090 | 13. RMC 23.18.020 (B)(4) |
| 6. RMC 23.42.140 | 14. Accessory buildings and structures |
| 7. RMC 23.42.300 | are subject to RMC 23.38.020 – 23.38.070 |
| 8. RMC 23.42.210 | |

[Ord. 28-05 § 1.02; Ord. 04-09].

23.18.040 Site requirements for residential use districts.

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

Standard	R-1-12	R-1-10	R-2	R-2S	R-3
Minimum Lot Area Requirement – One-Family Detached Dwelling	10,000 feet ¹	8,000 feet	6,000 feet	4,000 feet	4,000 feet
Minimum Lot Area Requirement – Two-Family Detached Dwelling	N/A	N/A	10,000 feet	7,000 feet	7,000 feet
Minimum Lot Area Requirement – One-Family Attached Dwellings	N/A	N/A	N/A	3,000 feet	3,000 feet
Maximum Density – Multifamily Dwellings (Units/Square Foot)	N/A	N/A	N/A	N/A	1:3,000
Minimum Lot Width – One-Family Detached Dwelling	90 feet	70 feet	50 feet	42 feet	42 feet

Standard	R-1-12	R-1-10	R-2	R-2S	R-3
Minimum Lot Width – Two-Family Detached Dwelling	N/A	N/A	70 feet	64 feet	64 feet
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	30 feet	30 feet
Average Lot Size Requirement ²	12,000	10,000	None	None	None
Minimum Front Yard Setback ³	20 feet	20 feet	20 feet	15 feet/18 feet ⁴	20 feet ^{6,10}
Minimum Side Yard Setback	10 feet	10 feet	6 feet	6 feet ⁵	6,10
Minimum Alley/Private Access Easement Setback	6 feet	6 feet	6 feet	6 feet	6 feet
Minimum Rear Yard Setback	25 feet	25 feet	25 feet	20 feet/3 feet ⁷	25 feet ^{6,10}
Maximum Lot Coverage ⁸	40%	40%	40%	50%	33%/45% ^{9,10}
Maximum Building Height – Main Building	30 feet	30 feet	30 feet	30 feet	40 feet ¹⁰
Maximum Building Height – Detached Accessory Buildings ¹¹	16 feet	16 feet	16 feet	16 feet	16 feet

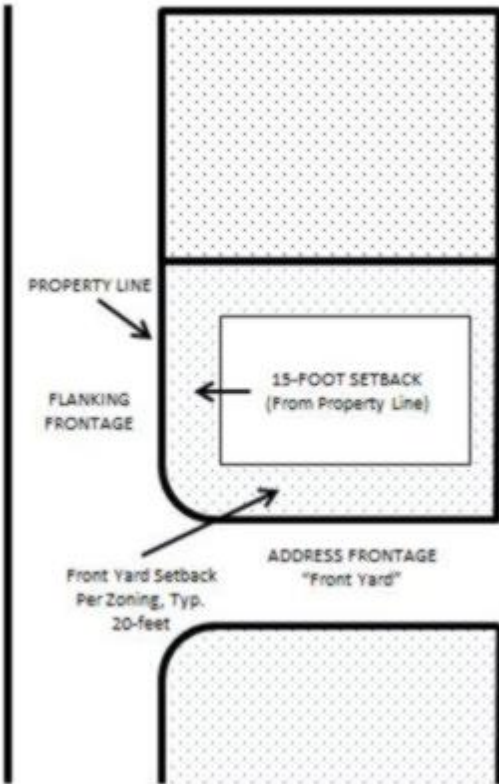
1. The minimum lot size in existing residential neighborhoods shall be based on the mean average lot size of existing platted R-1-12 lots within a radius of 500 feet of the property proposed for subdivision. However, in no case shall the minimum lot requirement exceed 12,000 square feet, nor be less than 10,000 square feet.

2. Minimum average lot area per subdivision, exclusive of the area of streets and lots designated for nonresidential uses. In calculating average lot size, at least 35 percent of all lots shall be larger than the average lot size requirement.

3. Front yard setbacks are required from all street rights-of-way adjoining a lot as shown in the table above, except as follows:

a. In single-family residence districts and in R-2 and R-3 districts where more than 50 percent of the normal or average-size lots in a block fronting on one side of the street are developed with existing buildings, other than accessory buildings, with front yard setbacks less than that required for the district, a new single-family or duplex dwelling shall adopt a minimum front yard setback dimension which is the average of the setbacks of the buildings on the two adjoining lots, existing prior to July 22, 1960, but in no case shall this dimension be less than 15 feet nor need it exceed 30 feet.

- b. Residential Districts. In any R district, or any combination therewith, on any corner lot where there is provided a side yard along the interior side lot line at least equal in width to the minimum depth of the rear yard required for the district, the main building may encroach upon the required rear yard up to a line where the remaining rear yard is no less in depth than the minimum width of the side yard required for the district. No accessory buildings may be located in said side yard, except a patio shelter enclosed on no more than two sides by walls or other enclosures and in conformity with the other provisions of this title.
- c. The flanking frontage or nonaddress front yard of a corner lot may reduce the front yard setback of said frontage to 15 feet; see diagram below.
4. Front yards shall not be less than 15 feet in front of living areas, up to a maximum of 55 percent of the front lot line, and not less than 18 feet in front of all other areas.
5. Detached one-family or detached two-family dwellings shall have two side yards with each side yard having a width of not less than six feet. A nonattached side of an attached one-family dwelling shall have a side yard having a width of not less than six feet.
6. For multiple-family dwellings and other allowable uses other than one-family attached and one-family and two-family detached dwellings, front yards shall be 20 feet, side yards shall be equal to one foot of side yard for each three feet or portion thereof of building height, and rear yards shall be 25 feet, except as required by RMC [23.18.020\(B\)](#) when multifamily development is located adjacent to a single-family residential zoning district or development.
7. Rear yards shall be not less than 20 feet in back of living areas and three feet in back of garages or carports up to a maximum of 60 percent of the rear lot line for the garage or carport portion of the rear yard.
8. Lot coverage includes all buildings, including accessory buildings or structures on any lot in a residential district, exclusive of patios without roof coverings or patios with only open lattice or similar type roof construction.
9. Buildings in an R-3 district shall cover not more than 33 percent of the area of the lot except one-family attached dwellings, which may cover up to 45 percent of the area of the lot.
10. Setbacks, building heights, and lot coverage requirements for one-family attached, one-family detached and two-family detached dwellings in the R-3 zoning district shall be the same as those set forth for development in the R-2S zoning district.
11. Detached accessory structures built pursuant to the setback provisions of RMC [23.38.020](#) are limited to one story.



[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 20-10 § 1.01; amended during 2011 recodification; Ord. 14-11 § 1.01; Ord. 32-11 § 3; Ord. 20-14 § 1.01].

23.18.050 Parking standards for residential use districts.

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

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 semipublic 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, flood plains 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. 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 of this title.
- 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	PPF	NOS
Public/Quasi Public Uses		
Alternative School	P ¹	
Churches	P ²	
Clubs or Fraternal Societies	P ²	
Cultural Institutions	P ²	
General Park Maintenance & Operations	P	P
Golf Courses	P	
Passive Open Space Uses	P	P
Power Transmission & Irrigation Wasteway Easements & Utility Uses	P ³	P ³
Public Agency Buildings	P ³	P ³
Public Agency Facilities	P ³	P ³
Public Campgrounds	P	
Public Parks	P	P

Land Use	PPF	NOS
Schools	P ⁴	
Special Events including concerts, tournaments, and competitions, fairs, festivals and similar public gatherings	P	
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or non-motorized Vehicle Use	P	P
Recreational Uses		
Art Galleries	P	
Boat Mooring Facilities	P	
Retail Uses		
Concessionaire	P ⁶	P ⁶
Parking Lot	P	S ⁵
Miscellaneous Uses		
Micro and Macro Antennas	P	
On-site Hazardous Waste Treatment & Storage	A	A
Cemetery	P	

1 Section 23.42.260

2 Section 23.42.050

3 Section 23.42.200

4 Section 23.42.250

5 Section 23.42.183

(Ord. 13-08; Ord. 04-09)

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.

Standard	PPF	NOS
Maximum Building Height - Main Building	55	0 ¹

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

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 of this title.



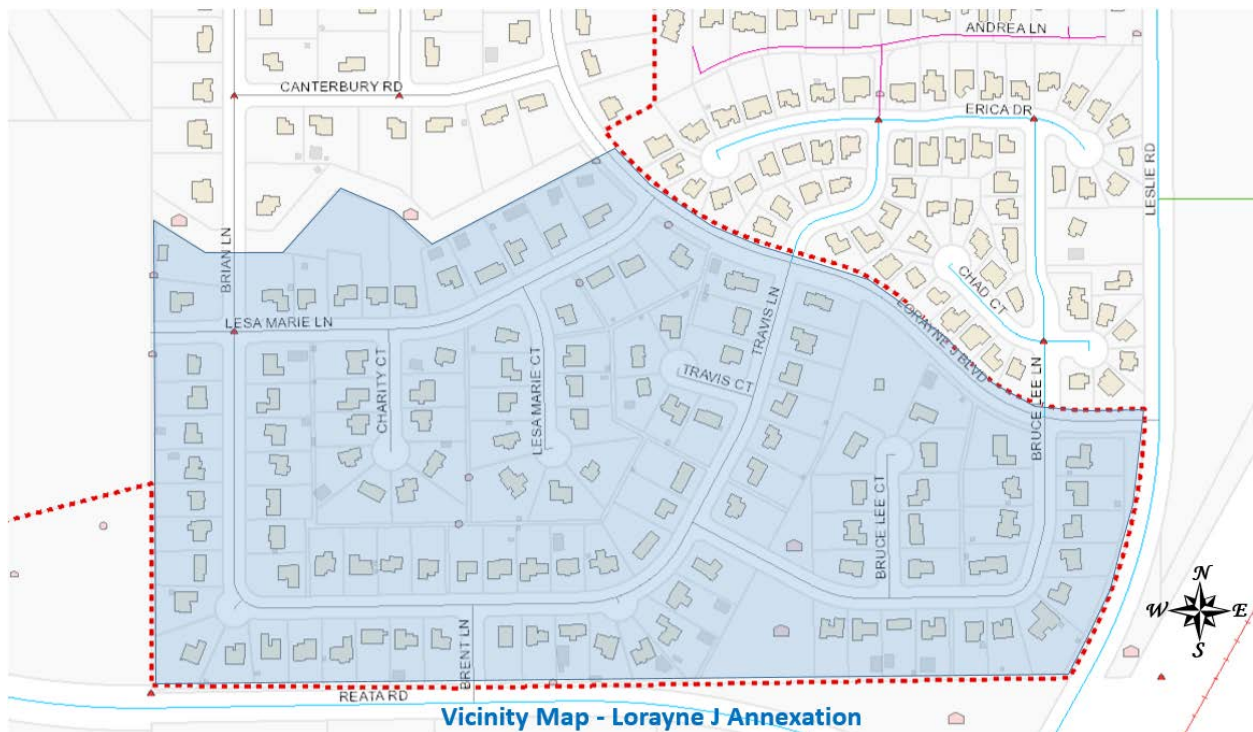
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Richland Planning Commission will hold a public hearing on Wednesday, November 15, 2017, beginning at 7:00 p.m. in the Richland City Council Chambers, 505 Swift Boulevard, Richland, to consider the appropriate zoning designation(s) for a proposed annexation area located south of Lorayne J Boulevard, north of Reata Road and west of Leslie Road. This notice has been mailed to you because your property is located within the proposed annexation area.

All interested persons are invited to attend the hearing to provide written and or verbal testimony to the Commission. All written correspondence received on or prior to November 8th will be included in the written information that is distributed to the Commission prior to the hearing. Any correspondence received after the 8th will be presented to the Commission at the hearing on the 15th.

Written comments may be mailed to: Richland Development Services, 840 Northgate Avenue, Richland, WA 99352 or via email at: rsimon@ci.richland.wa.us. Questions regarding the hearing may be directed to Rick Simon, Development Services Manager at 942-7596.

The following is a summary of the annexation process. Please note that the purpose of the hearing before the Planning Commission is to consider zoning for the proposed annexation area, in the event of annexation. The hearing will not consider the relative merits of the proposed annexation. There are several options for zoning, which are also summarized below.



Annexation Process Description

At its meeting on October 3rd, the Richland City Council took action to allow the proposed Lorayne J annexation to move forward through the annexation process. This action resulted from a request signed by 24 homeowners within the proposed annexation area to initiate annexation proceedings. State law provides that an annexation process can be initiated by property owners representing at least 10% of the total assessed value of a proposed annexation area. This is the first step of the process that includes the following steps:

- Richland Planning Commission will conduct a public hearing and make a recommendation as to what the appropriate zoning would be for the proposed annexation area, if annexation were to take place;
- City staff will file an application with the Benton County Boundary Review Board. The Boundary Review Board will conduct their own evaluation of the annexation proposal;
- If approved at the Boundary Review Board level, City Council would then have to authorize the circulation of a formal annexation petition;
- The petition would be distributed so that all property owners would have the opportunity to sign. Under state law, in order for a petition to be valid, it must be signed by property owners representing no less than 60% of the total assessed valuation of the proposed annexation area. If the petition does not meet this 60% requirement, the annexation process does not move forward any further;
- Once received by the City, the petition is sent to the Benton County Auditor for certification;
- Once certified as meeting the 60% requirement, the City Council would schedule a public hearing to consider the annexation;
- If Council determines the annexation should be approved, it will adopt an annexation ordinance. At that point, the annexation process is complete.

Zoning

Newly assigned zoning of the neighborhood must be consistent with the City's comprehensive plan. The plan designates the neighborhood and surrounding areas as suitable for Low Density Residential development. The City has three potential zoning districts that would be consistent with this Low Density Residential plan designation, including: R1-12 Single Family Residential, R1-10 Single Family Residential and SAG - Suburban Agriculture. All three of these zones allow for single family residential uses and are very similar in nature. The following charts provide a summary of the differences between the three zoning districts:

Dimensional Requirements

	R1-10	R1-12	SAG
Minimum Lot Size	43,560 square feet	12,000 square feet	10,000 square feet
Front Yard Setback	20 feet	20 feet	20 feet
Rear Yard Setback	25 feet	25 feet	25 feet
Side Yard Setback	10 feet	10 feet	10 feet
Maximum Bldg. Height	30 feet	30 feet	30 feet
Maximum Lot Coverage	40%	40%	20%

Keeping of Livestock

	R1-10	R1-12	SAG
Large Livestock (horses, cows, pigs, sheep or goats)	Not Allowed	Not Allowed	Yes, 2 animal units per acre*
Small Livestock (rabbits, chickens, ducks, etc.)	Yes, limited to 5 animals total, including household pets	Yes, limited to 5 animals total, including household pets	Yes, 12 animals per acre
Household Pets (dogs, cats)	Yes, limited to 5 total, including small livestock	Yes, limited to 5 total, including small livestock	Yes, limited to 5 total, in addition to livestock

*Animal Unit = approximately 1,000 lbs. of animal weight

Detached Accessory Buildings

	R1-10	R1-12	SAG
Maximum Bldg. Size	900 square feet or up to 1,200 square feet if not exceeding more than 50% of the size of the home	900 square feet or up to 1,200 square feet if not exceeding more than 50% of the size of the home	900 square feet or up to 1,200 square feet if not exceeding more than 50% of the size of the home
Maximum Bldg. Height	16 feet	16 feet	24 feet
Rear & Side Yard Setbacks	5 feet ¹	5 feet ¹	5 feet ^{1,2}

¹Smaller buildings require a lesser setback from property lines

²Buildings housing livestock are required to be setback 50 feet from a property line

³The size of accessory buildings meeting primary structure setbacks is not restricted.

Nonconforming Uses, Lots or Buildings

Zoning regulations apply to new development, but have no effect on existing situations. For example, a home in the R1-10 zone requires a 25 foot setback from a rear property line. If an existing home is annexed into the City as part of the R1-10 zone but only has a setback of 20 feet from the rear property line, it is considered a legal, nonconforming building. Future additions or alterations to the building would be permitted provided the addition does not extend any closer to the rear property line than it already does.

An example of a nonconforming use may be the keeping of large livestock on a property that is zoned R1-12. Under the R1-12 regulations, household pets and some small livestock are permitted, but not large livestock. If a property owner maintains livestock on their lot at the time an annexation is completed, the keeping of livestock becomes a legal, nonconforming use. The use may be continued, but it cannot be expanded.

These are summaries of the zoning regulations. For the complete text, use the following link to access the Richland Municipal Code. Residential zoning can be found in Chapter 23.18; the Suburban Agricultural zone is in Chapter 23.14 and Nonconforming use regulations are found in Chapter 23.66.
<http://www.codepublishing.com/WA/Richland/#!/Richland23/Richland23.html>

**BENTON COUNTY
BOUNDARY REVIEW BOARD**

Prosser 786-5612
Fax # 786-5629

P.O. Box 910 - Planning Annex
1002 Dudley Avenue
Prosser, Washington 99350

Tri-Cities 736-3086

March 6, 2018

RECEIVED
MAR 08 2018
Planning &
Development Services

Shane O'Neill,
Interim Planning Administrator
City of Richland
840 Northgate Drive
Richland WA 99352

RE: Notice of Intention for annexing approximately
67 acres into the City of Richland - BRB 2018-001

Dear Mr. O'Neill

On December 29, 2017, we accepted your Notice of Intention to annex approximately 67 acres in portions of Lorayne J Ranch Nos. 1 and 2 and Meadow Springs Ranch Nos. 1 and 2 was received from you by this office. The forty-five day period in which any governmental unit affected may file a request for a review of the action or a petition requesting review may be filed has ended.

Since no request for review was received within the forty-five day period, you may proceed with the remaining steps necessary to annex the approximately 67 acres into the City of Richland. Per the Boundary Review Boards Rules of Procedure this approval is valid for a period of three years. After expiration of the three year time period, an uncompleted annexation must be re-filed with the Board for approval, in light of changed conditions or circumstances.

If you have any questions with reference to this matter, don't hesitate to contact this office.

Sincerely,



CLARK A. POSEY, Chief Clerk
BENTON COUNTY BOUNDARY REVIEW BOARD

CAP:djh

RECEIVED

SEP 11 2018

Planning &
Development Services

Office of the Assessor

Benton County, Washington

Bill Spencer, Assessor
Adam Morasch, Chief Deputy Assessor

Prosser Office (509) 786-2046
Kennewick Office (509) 735-2394

August 28, 2018

Determination of Sufficiency

City of Richland Annexation – Lorayne J Annexation

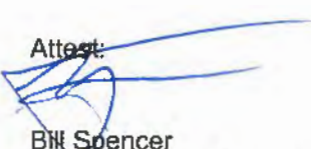
I, Bill Spencer, Benton County Assessor, do hereby certify that the petition for annexation provided by the City of Richland, for the unincorporated land located and described in attached Exhibit A is sufficient as far as the percentage of valuation required for the annexation as required by RCW 35.13.130.

This petition was received in my office August 10, 2018 and this determination was commenced on August 23, 2018.

The specific determination is as follows:

VALUE	SIGNATURES	PERCENTAGE
\$23,867,670	\$14,838,530	62.17%

Attest:


Bill Spencer
Benton County Assessor

cc: Benton County Commissioners

Exhibit A

Legal Description for Annexation City of Richland – Lorayne J

A portion of the Southwest ¼ of Section 02, Township 08 North, Range 28 East, W.M., Benton County, Washington, described as follows:

That portion of the **Plat of Meadow Springs Ranch No. 1** as recorded in Volume 14 of Plats, Page 26 records of said County and State, described as follows:

Lots 1, through 9 Block 2 of said Plat.

1-0288-402-0002-001	1-0288-402-0002-002	1-0288-402-0002-003
1-0288-402-0002-004	1-0288-402-0002-005	1-0288-402-0002-008
1-0288-402-0002-009		

That portion Quit Claim Deed recorded under Auditor's File # 2009-032802 described as follows:

Lot 7 Block 2, Meadow Springs Ranch No. 1, according to the plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

Together With that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.
1-0288-402-0002-007

That portion Quit Claim Deed recorded under Auditor's File # 2005-034930 described as follows:

Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington.

Together With that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington, described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING;**

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County; thence

South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

Together with and subject to easements, reservations, covenants, and restrictions of record and in view.
1-0288-402-0002-011

That portion Quit Claim Deed recorded under Auditor's File # 2009-032801 described as follows:

That portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington **EXCEPT** that portion of Said Lot described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No. 1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

And EXCEPT that portion of said Lot described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No. 1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.
1-0288-402-0002-012

Lots 1 through 14 Block 3 of said Plat.

1-0288-402-0003-001	1-0288-402-0003-002	1-0288-402-0003-003
1-0288-402-0003-004	1-0288-402-0003-005	1-0288-402-0003-006
1-0288-402-0003-007	1-0288-402-0003-008	1-0288-402-0003-009
1-0288-402-0003-010	1-0288-402-0003-011	1-0288-402-0003-012
1-0288-402-0003-013	1-0288-402-0003-014	

Lots 1 through 10 Block 4 of said Plat.

1-0288-402-0004-001	1-0288-402-0004-002	1-0288-402-0004-003
1-0288-402-0004-004	1-0288-402-0004-005	1-0288-402-0004-006
1-0288-402-0004-007	1-0288-402-0004-008	1-0288-402-0004-009
1-0288-402-0004-010		

Lot 1 Block 5 of said Plat.

1-0288-402-0005-001

Tract's "A", "B", "C", "D", "E", "F", "G" and "K" of said Plat.

1-0288-402-0006-000	1-0288-402-0007-000	1-0288-402-0008-000
1-0288-402-0009-000	1-0288-402-0010-000	1-0288-402-0011-000
1-0288-402-0012-000	1-0288-402-0015-000	

Together With: That portion of Brian Lane lying within said Plat.

Together With: That portion of Lesa Marie Lane lying within said Plat.

Together With: That portion of Charity Court lying within said Plat.

Together With: That portion of Lesa Marie Court lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

Except: Any portion of said Plat lying Northeasterly of the Northeasterly right-of-way of Lorayne "J" Blvd.

Together With: The Plat of Meadow Springs Ranch No. 2 as recorded in Volume 14 of Plats, Page 4 records of said County and State.

Lots 1, through 16 Block 1 of said Plat.

1-0288-403-0001-001	1-0288-403-0001-002	1-0288-403-0001-003
1-0288-403-0001-004	1-0288-403-0001-005	1-0288-403-0001-006
1-0288-403-0001-007	1-0288-403-0001-008	1-0288-403-0001-009
1-0288-403-0001-010	1-0288-403-0001-011	1-0288-403-0001-012
1-0288-403-0001-013	1-0288-403-0001-014	1-0288-403-0001-015
1-0288-403-0001-016		

Lots 1, through 16 Block 2 of said Plat.

1-0288-403-0002-001	1-0288-403-0002-002	1-0288-403-0002-003
1-0288-403-0002-004	1-0288-403-0002-005	1-0288-403-0002-006
1-0288-403-0002-007	1-0288-403-0002-008	1-0288-403-0002-009
1-0288-403-0002-010	1-0288-403-0002-011	1-0288-403-0002-012
1-0288-403-0002-013	1-0288-403-0002-014	1-0288-403-0002-015
1-0288-403-0002-016		

Lots 1, through 6 Block 3 of said Plat.

1-0288-403-0003-001	1-0288-403-0003-002	1-0288-403-0003-003
1-0288-403-0003-004	1-0288-403-0003-005	1-0288-403-0003-006

Tract's "A", "B", and "C" of said Plat.

1-0288-403-0004-000	1-0288-403-0005-000	1-0288-403-0006-000
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Together With: That portion of Brian Lane lying within said Plat.

Together With: That portion of Travis Lane lying within said Plat.

Together With: That portion of Brent Lane lying within said Plat.

Together With: The Lorayne "J" Ranch No. 1 as recorded in Volume 10 of Plats, Page 19 records of said County and State.

Lots 1, through 13 Block 1 of said Plat.

1-0288-405-0001-001	1-0288-405-0001-002	1-0288-405-0001-003
1-0288-405-0001-004	1-0288-405-0001-005	1-0288-405-0001-006
1-0288-405-0001-007	1-0288-405-0001-008	1-0288-405-0001-009
1-0288-405-0001-010	1-0288-405-0001-011	1-0288-405-0001-012
1-0288-405-0001-013		

Lots 1, through 14 Block 2 of said Plat.

1-0288-405-0002-001	1-0288-405-0002-002	1-0288-405-0002-003
1-0288-405-0002-004	1-0288-405-0002-005	1-0288-405-0002-006
1-0288-405-0002-007	1-0288-405-0002-008	1-0288-405-0002-009
1-0288-405-0002-010	1-0288-405-0002-011	1-0288-405-0002-012
1-0288-405-0002-013	1-0288-405-0002-014	

Together With: That portion of Bruce Lee Court lying within said Plat.

Together With: That portion of Bruce Lee Lane lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

The Lorayne "J" Ranch No. 2 as recorded in Volume 10 of Plats, Page 40 records of said County and State.

Lots 1, through 7 and the Riding Trail Block 1 of said Plat.

1-0288-404-0001-001	1-0288-404-0001-002	1-0288-404-0001-003
1-0288-404-0001-004	1-0288-404-0001-005	1-0288-404-0001-006
1-0288-404-0001-007	Riding Trail No PID#	

Lots 1 and 2, Block 2 of said Plat

1-0288-404-0002-001	1-0288-404-0002-002
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Lots 1, through 11 and the Riding Trail Block 1 of said Plat.

1-0288-404-0003-001	1-0288-404-0003-002	1-0288-404-0003-003
1-0288-404-0003-004	1-0288-404-0003-005	1-0288-404-0003-006
1-0288-404-0003-007	1-0288-404-0003-008	1-0288-404-0003-009
1-0288-404-0003-010	1-0288-404-0003-011	Riding Trail No PID#

Together With: That portion of Travis Court lying within said Plat.

Together With: That portion of Bruce Lee Lane lying within said Plat.

Together With: That portion of Travis Lane lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

This description includes the following County Parcel Identification Numbers:

Parcel Number	Ownership	Assessed Value
102884020002001	Evans, Martin & Amy	\$ 267,080
102884020002002	Ruppelius, Scott	\$ 245,910
102884020002003	Vorheis, Curtis W & Jeannie M	\$ 202,070
102884020002004	Heiman, Debra	\$ 260,730
102884020002005	Weddle, Sheldon & Megan	\$ 254,050
102884020002007	Gateley, Jennifer	\$ 188,150
102884020002008	Tanke, James M	\$ 218,320
102884020002009	Clyde, Peter & Kayla	\$ 222,060
102884020002011	Derryberry, Jeff & Nicole	\$ 230,510
102884020002012	Rebich, Ross Gene & Bridget Marie	\$ 284,540
102884020003001	Wobig, Kenneth & Maria	\$ 206,710
102884020003002	Hammitt, Randy & Jacquelin	\$ 243,280
102884020003003	Gough, Eric & Kimberly	\$ 178,800
102884020003004	Johnston, Shane & Cheary	\$ 195,570
102884020003005	Oser, Lisa	\$ 214,140
102884020003006	Birskovich, Marie Annette	\$ 181,710
102884020003007	Lysher, Nancy	\$ 180,590
102884020003008	Holland, David & Pierrette	\$ 243,060
102884020003009	Jones, Gary & Patricia	\$ 214,240
102884020003010	Miller, Mark & Joli Ann	\$ 234,290
102884020003011	Mantanona, Rebecca	\$ 214,900
102884020003012	Luey, Ja-Kael & Deborah A	\$ 210,390
102884020003013	Kintner, Jason	\$ 195,950
102884020003014	Fite, Shawn & Antoinette	\$ 210,170
102884020004001	Little, John & Karen	\$ 216,090
102884020004002	Coleman, Robert S & Mary T	\$ 192,470

102884020004003	Baddley, Todd & Virginia	\$ 209,570
102884020004004	Scott, Robert	\$ 244,590
102884020004005	Callahan, Gerald & Susan	\$ 257,900
102884020004006	Overturf, Dennis J & Sarah	\$ 231,940
102884020004007	Richardson, Rick & Beth	\$ 228,610
102884020004008	Edden, Cheryl	\$ 210,850
102884020004009	Royal, Texanita	\$ 223,180
102884020004010	Mayfield Trustee, Thea	\$ 224,750
102884020005001	Simonson, James & Linda	\$ 185,890
102884020006000	Benton County	\$ 1,000
102884020007000	Benton County	\$ 1,000
102884020008000	Benton County	\$ 1,000
102884020009000	Benton County	\$ 1,000
102884020010000	Benton County	\$ 1,000
102884020011000	Benton County	\$ 1,000
102884020012000	Benton County	\$ 1,000
102884020015000	Simonson, James & Linda	\$ 52,900
102884030001001	Patridge, Danny	\$ 171,890
102884030001002	Moreno, Michael	\$ 184,160
102884030001003	Hernandez, Hector	\$ 157,930
102884030001004	Crist, Marcus A	\$ 165,690
102884030001005	Kleinknecht, Gary C & Deborah T	\$ 182,600
102884030001006	Stone, Richard A	\$ 180,520
102884030001007	Hill, Michael & Shelley	\$ 186,720
102884030001008	Gravitt, Lee F & Lori R	\$ 197,610
102884030001009	Hamilton, Brandon L	\$ 175,200
102884030001010	Bare, Nathan	\$ 193,900
102884030001011	Holmes, William D & Susana	\$ 196,650
102884030001012	Konyu Trustees, James S & Mary Lynn	\$ 204,440
102884030001013	Herrin, Roy D & Donna R	\$ 185,410
102884030001014	Janin, Kory L & Kari	\$ 199,600
102884030001015	Weber, Dale F & Susan	\$ 185,770
102884030001016	Campbell, Dyanna	\$ 202,640
102884030002001	Hammons, Heather	\$ 183,840
102884030002002	Vanommen, Christopher F	\$ 171,920
102884030002003	Pennala, Eric S & Rebecca L	\$ 205,110
102884030002004	Allen, Terry L & Michelle J	\$ 192,110
102884030002005	Kirch, Nicholas W & Patricia	\$ 211,660
102884030002006	Ladendorf, Kent W & Sally C	\$ 222,260
102884030002007	Pope, Leon	\$ 177,540
102884030002008	Harle, Luanna	\$ 201,280
102884030002009	Keene, James & Patricia	\$ 217,670
102884030002010	Lakey, Jimmie & Betty	\$ 190,760
102884030002011	Dempsey, David & Suzanne	\$ 199,430
102884030002012	Chalcraft Trustee, Steven Craig	\$ 178,370
102884030002013	Hall, Carol L	\$ 194,620
102884030002014	Lesperance, Christopher	\$ 171,260
102884030002015	Cagle, Brigitte	\$ 184,770
102884030002016	Roosendaal, Timothy & Marisa	\$ 188,890
102884030003001	Pyeatt, Leslie	\$ 202,690

102884030003002	Hart, Dennis L	\$ 175,460
102884030003003	Haeg, Kevin P	\$ 176,130
102884030003004	Mercer, Chris	\$ 199,280
102884030003005	Taylor, James & Marian	\$ 219,440
102884030003006	Haeg, James & Marguerite	\$ 201,610
102884030004000	Benton County	\$ 1,000
102884030005000	Benton County	\$ 1,000
102884030006000	Benton County	\$ 1,000
102884040001001	Vanderwilt, Nathaniel & Hannah	\$ 210,090
102884040001002	Bartlett, Richard & Sidney	\$ 218,460
102884040001003	Hall, Jesse	\$ 191,300
102884040001004	Schultz, Eric & Wendy	\$ 172,830
102884040001005	Hostetler, Ann	\$ 195,790
102884040001006	Ramsey, James & Patricia	\$ 186,520
102884040001007	White, Joyce	\$ 182,310
102884040002001	Morris Jr, Jack & Sandra	\$ 234,800
102884040002002	Ofsthun, Todd & Denise	\$ 246,630
102884040003001	Doak, David & Mario	\$ 229,130
102884040003002	Keddison, Rachel & Tobin	\$ 178,750
102884040003003	Cole Jr, Kenneth & Charlette	\$ 201,540
102884040003004	Von Reis, Erik & Pompira	\$ 168,560
102884040003005	McCafferty, Michelle	\$ 194,490
102884040003006	Hoover, Everett	\$ 191,380
102884040003007	Tonning, O L & Lala	\$ 196,750
102884040003008	Knight, Osanin	\$ 213,170
102884040003009	Woods, Jason & Crystal	\$ 225,140
102884040003010	Williams, Tera & Ish Gerald	\$ 176,480
102884040003011	Cuellar, Bertha	\$ 204,270
102884050001001	Hannah, David & Debra	\$ 182,140
102884050001002	McCallum, Gary & Connie	\$ 184,160
102884050001003	Emerson, Norman & Mary Ann	\$ 145,530
102884050001004	Wagner, Daniel & Denise	\$ 181,240
102884050001005	Sappenfield, Martin & Amy	\$ 218,280
102884050001006	Moon, Robert & Bonnie	\$ 236,180
102884050001007	Daniel, Jason & Sharon	\$ 176,780
102884050001008	Garner, Terry & Belinda	\$ 213,450
102884050001009	Cesar, Orta	\$ 213,630
102884050001010	Softich, Len & Kami	\$ 195,000
102884050001011	Sachs, Rachel	\$ 200,220
102884050001012	Dunn, Andrew & Whitney	\$ 184,280
102884050001013	Nichols, Kenneth	\$ 1,000
102884050002001	Martini, Daniel & Mabel	\$ 189,450
102884050002002	Howland, Jeffrey	\$ 197,410
102884050002003	Runnion, Michael & Mary Lou	\$ 212,650
102884050002004	Cannon, William & Dara	\$ 213,460
102884050002005	Ferguson, Justin	\$ 175,800
102884050002006	Odermott, Louis & Candy	\$ 182,110
102884050002007	Coleman, Leland & Cynthia	\$ 205,780
102884050002008	Smith Jr., Philip & Michelle	\$ 177,740
102884050002009	Meerdink, Gary & Eunice	\$ 191,770

102884050002010	Kennewick Irrigation District	\$	1,000
102884050002011	Schell, Eric & Brandy	\$	172,610
102884050002012	Fisher, Arthur & Patricia	\$	197,380
102884050002013	Jackson, Gary Leed & Candice	\$	182,150
102884050002014	Melton, Jeremy & Kimberlee	\$	195,290

NOTE: Assessor counts shaded parcels toward sufficiency.

FISCAL IMPACT – PROPOSED LORAYNE J ANNEXATION

INTRODUCTION

This fiscal analysis has been prepared by staff to identify the impacts of the proposed Lorayne J annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as medical services, electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

REVENUES

Typically, annexations involve land that is undeveloped or partially undeveloped. In this case, the proposed annexation area is fully developed. Therefore, the revenues derived from annexation will be largely the same from one year to the next, rather than increasing over time, as is the case when of a proposed annexation area has potential for further development.

**TABLE I – Lorayne J Annexation Proposal
Projected Revenue – Year 2017**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.98492709/assessed valuation	\$21,969,560 assessed value	\$65,577
Permit Fees ¹	\$47/person	312 persons	\$14,664
Utility Taxes ²	\$222/person	312 persons	69,264
Total			\$149,505

Table I & II Notes:

¹ Permit fees are based on the total 2017 adopted budget figures for licenses and permits, (\$2,551,425) divided by the current population (54,150).

² Assumes 2.6 persons/household (2017 OFM Estimate).

³ Utility taxes based on adopted budget figures for total utility tax revenue, exclusive of wastewater utility tax (\$12,012,600) divided by estimated number of current population (54,150).

PUBLIC ASSETS

Existing Infrastructure

With this annexation, the City would inherit the residential street system that serves the Lorayne J neighborhood, which consists of approximately 1.55 miles of county roads.

These roads were built to county standards with gravel shoulders and no curb, gutters or sidewalks or street lights. The roads are generally in poor condition.

The neighborhood receives domestic water via a community water system from a group well. The well is high in nitrates and has been inactive for the past months. The city is currently supplying domestic water through an emergency intertie. State grants and loans are available for the City to install a permanent domestic water system to serve the area. Loan repayments would be built into the homeowners' future water bills.

EXISTING SERVICES

Presently, the proposed annexation area is served by the following entities:

<u>Service</u>	<u>Service Provider</u>
Fire & Emergency Service	Benton County Fire District #1
Police Services	Benton County Sheriff's Department
Electrical Service	Benton PUD
Water Service	Community System
Sewer Service	On-Site Septic System
Solid Waste Disposal	Private Contractors

DEMAND FOR SERVICES

If the proposed annexation were to occur, additional demands would be placed on City services. Including:

- Emergency fire/medical protection would be provided from the South Richland Station #72;
- Present capacity of the City water system has been accommodating the water needs of the Lorayne J neighborhood for some time. There is adequate capacity in the system to continue service to this area;
- The neighborhood relies on individual on-site septic systems. Wastewater mains are available on Leslie Road and could be extended to serve the neighborhood. There are no plans for sewer extension.
- The neighborhood is served by Benton PUD. By agreement, areas annexing into the City are converted to Richland Energy Services. This transition of service would likely take several years to accomplish, as the City would negotiate a price with the Benton PUD for the purchase of their infrastructure which serves the neighborhood.
- The neighborhood is served by various private solid waste haulers. Under state law, the City is obligated to provide a minimum seven-year franchise agreement to allow for their continuation of service.

Other services, including parks and recreation and library services, would likely see some increase in use. Table II demonstrates the effects of annexation, given the assumption that service levels and cost of service per capita will remain constant.

**TABLE II – Lorayne J Annexation Proposal
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service¹	Cost of Annexation
Fire & Emergency Service ²	\$151/person ²	5 minute emergency response time	47,112
Police ³	\$247/person ³	1.24 police/1,000 population	77,064
Parks ⁴	\$131/person ⁴	2.8 acres/1,000 population	40,872
Street ⁵ Maintenance	\$56/person	None established	17,472
Library ⁶	\$39/person	None established	12,168
Administrative Services ⁷	\$178/person	None established	55,536
Total	802		250,224

Notes for Table III:

¹Level of Service reported from City of Richland Comprehensive Plan

²Represents total current expense '17 budget for fire and emergency services (\$8,170,338) divided by current city population (54,150).

³Represents total current expense '17 budget for police (\$13,397,779) divided by current city population (54,150).

⁴Represents total current expense '17 budget for parks and facilities and recreation (\$7,119,605) divided by current city population (54,150).

⁵Represents streets capital construction fund '17 budget (\$3,061,814) divided by current city population (54,150).

⁶Library costs were derived by dividing 2017 total library budget (\$2,134,328) by total number of persons in the City (54,150).

⁷Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, and Hanford Communities (\$9,650,248) divided by current city population (54,150).

⁹Costs for police and fire services would not likely be zero for existing levels of development, but are difficult to accurately quantify and would vary greatly based on the number of times that emergency calls for service were made.

Service costs for Table III include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is immediately adjacent to the City's existing service boundaries. So costs for actually providing services listed in Table III could be somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services

assumes that all expenses associated with providing services are directly related to residential uses. Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – Lorayne J Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit
Annexation at Max. Build-Out	120	\$149,505	\$250,224	-\$100,719

CONCLUSION

Staff concludes that the proposed Lorayne J annexation would have a negative fiscal impact to the City both at the time of initial annexation and at the time that the area is fully developed. However, projected expenses are calculated as a percentage of budget based on population. Some of these additional expenses may not be realized as departments may have capacity to absorb additional demands without adding resources. The City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. However, this analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City, which will be of an amount slightly greater than the negative \$100,719 indicated above, thus resulting in a slight positive fiscal impact.

There are other factors that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The street system will be forced to handle more traffic, and park and library use may increase, along with police and fire service calls. However, without annexation the City will not receive any revenues from those unincorporated developments. In total, the drain on City services would likely be greater without annexation than with annexation.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 52-18, Approving 2019 Ad Valorem Tax and Property Tax Levies

Department:

Administrative Services

Ordinance/Resolution Number:

52-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 52-18, approving the 2019 ad valorem tax and property tax levies.

Summary:

City Council sets the property tax levy during the annual budget process. For 2019, there are no new tax dollars proposed for the regular levy other than those arising from new construction value, annexations, refunds, and increases in State-assessed property ("add-ons").

Ordinance 52-18 establishes the estimated dollar amount of the regular levy, the refund levy and the three (3) voted bond levies, authorizing them to be certified to the Benton County Board of Commissioners. The amounts are based on preliminary numbers received from the Benton County Assessor. Amounts certified to the County limit the final calculated levy, so care must be taken to avoid locking in a levy amount that is too low before the values for all add-ons are known. Attached is an analysis of three options for the levy, including a 1% increase, a 0% increase (recommended), and the maximum lawful levy that can currently be adopted.

First reading was given at the Council meeting held on October 16, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 52-18.

Fiscal Impact:

At this time, the 2018 state-assessed property values have not been released, and all assessed valuations, including new construction values are still preliminary. As such, the estimated 2019 levy is still subject to change. However, any changes at this point should be relatively minor.

Attachments:

1. Ordinance No. 52-18
2. 2019 Property Tax Options

ORDINANCE NO. 52-18

AN ORDINANCE of the City of Richland relating to the
ad valorem property tax levied for the calendar year 2019.

WHEREAS, pursuant to RCW 84.55.120, Richland City Council has duly noticed the public hearing held on October 16, 2018 to consider the City of Richland's revenue sources for the City's following year current expense budget; and

WHEREAS, after hearing, and after duly considering all relevant evidence and testimony presented, Richland City Council has determined that the City of Richland does not require an increase in property tax revenue from the previous year in excess of the increase resulting from the addition of new construction, annexation, refunds and improvements to property, and any increase in the value of state-assessed property, in order to discharge, in its best interests, the expected expenses and obligations of the City of Richland.

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

Section 1. In accordance with RCW 84.52.020, the City Clerk is hereby directed to certify to the Benton County Board of Commissioners, and to the Benton County Assessor, that the Richland City Council requests that the following levy amounts be collected in 2019 as provided in the City's budget, which was adopted following a public hearing held on October 16, 2018:

Regular Levy:

General Fund,
RAISE Area Debt Service Fund and
Firemen's Pension Fund \$17,100,000 (Preliminary Estimate)

Refund Levy \$118,183 (Preliminary Estimate)

Police Station
Debt Service Fund \$240,278

Richland Community Center
Debt Service Fund \$308,359

Library Debt Service Fund \$1,426,970

TOTAL \$19,193,790 (Estimated)

Section 2. The taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in the cities of the first class.

Section 3. This ordinance shall become effective on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 11, 2018

CITY OF RICHLAND
2019 AD VALOREM PROPERTY TAX OPTIONS - PRELIMINARY
FOR REGULAR LEVY AND SPECIAL LEVIES

Home Value	2018 Current Tax Dollars & Rate	Option 1 1% Increase Current Tax + 1% (+ New Const \$393,171) (+ Annexations \$4,100) (+ Admin. Refund \$118,183)	City Manager's Budget	
			Option 2 No Increase Current Tax + 0% (+ New Const \$393,171) (+ Annexations \$4,100) (+ Admin. Refund \$118,183)	Option 3 Current Max \$17,828,955 +1% (+ New Const \$393,171) (+ Annexations \$4,100) (+ Admin. Refund \$118,183)
\$300,000	\$895	\$824	\$817	\$885
\$250,000	\$745	\$686	\$680	\$737
\$200,000	\$597	\$549	\$544	\$590
\$150,000	\$448	\$412	\$408	\$442
\$100,000	\$299	\$275	\$273	\$295
\$85,000	\$254	\$233	\$231	\$250
Regular Levy:				
Tax Dollars	\$16,428,522 *	\$17,108,261	\$16,943,976	\$18,522,698
Levy Rate	\$2.6658	\$2.4597	\$2.4361	\$2.6631
Regular Levy Assessed Valuation	\$6,162,723,033	\$6,955,319,368	\$6,955,319,368	\$6,955,319,368
Special Levies:				
Tax Dollars - Police Station	\$247,576 *	\$240,278	\$240,278	\$240,278
Levy Rate	\$0.0403	\$0.0347	\$0.0347	\$0.0347
Tax Dollars - Community Center	\$312,525 *	\$308,359	\$308,359	\$308,359
Levy Rate	\$0.0509	\$0.0445	\$0.0445	\$0.0445
Tax Dollars - Library	\$1,390,859 *	\$1,426,970	\$1,426,970	\$1,426,970
Levy Rate	\$0.2266	\$0.2059	\$0.2059	\$0.2059
Tax Dollars - Total Special Levies	\$1,950,960 *	\$1,975,607	\$1,975,607	\$1,975,607
Levy Rate	\$0.3179	\$0.2851	\$0.2851	\$0.2851
Special Levy Assessed Valuation	\$6,136,678,082	\$6,929,274,417	\$6,929,274,417	\$6,929,274,417
Grand Total All Levies				
Tax Dollars	\$18,379,482	\$19,083,868	\$18,919,583	\$20,498,305
Levy Rate	\$2.9837	\$2.7448	\$2.7212	\$2.9482
Regular Levy Tax \$ Differential (Option vs. Recommended):		\$164,285	\$0	\$1,578,723

(*) Final levy. Amount levied by ordinance may differ due to appeals and cancellations. Original levy limit calculation is modified after appeals are processed by the County. All 2019 rates are based on estimated valuations and are subject to change.

New Construction = \$147,609,550 x 2.66579/1000 =

393,171 Preliminary

Annexations = \$1,549,300 x 2.64611/1000 =

4,100 Preliminary

Increase in State Assessed Property = \$0 x 2.66578939/1000 =

- Info Pending

Administrative Refund Levy

118,183 Preliminary

Current MAX depicts the maximum allowable levy, including banked levy from previous years and can be found on the property tax calculation sheet that comes from Benton County



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 53-18, Approving the 2019 Ad Valorem Tax to Preserve Un-Levied Capacity

Department:

Administrative Services

Ordinance/Resolution Number:

53-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 53-18, approving the 2019 ad valorem tax to preserve un-levied capacity.

Summary:

City Council sets the property tax levy during the annual budget process. For 2019, there are no new tax dollars proposed for the regular levy other than those arising from new construction value, annexations, refunds, and increases in State-assessed property ("add-ons").

Ordinance 53-18 authorizes, as required, the increase of the regular levy over the prior year, in terms of dollar amount and percentage, even though that amount is zero. This action preserves the City's authority to utilize un-levied capacity in future years (referred to as "banking").

RCW 84.55.005(2)(c) sets the limit factor for annual tax increases (and for "banking" un-levied capacity) in a taxing jurisdiction with a population 10,000 or over at the lesser of 101% or 100% plus annual inflation. Annual inflation for July 2018 was 2.169%, establishing the limit factor at 101%.

First reading was given at the Council meeting on October 16, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 53-18.

Fiscal Impact:

Passage of Ordinance No. 53-18 allows the City to add the annual 1% increase to the Highest Lawful Levy calculation, known as "banking" levy capacity. It does not result in an increase to the base regular levy for 2019.

Attachments:

I. Ordinance No. 53-18

ORDINANCE NO. 53-18

AN ORDINANCE of the City of Richland relating to the increase in the calendar year 2019 ad valorem property tax levy over the amount levied in the previous year.

WHEREAS, Richland City Council has met in an open public meeting to consider its budget for the calendar year 2019; and

WHEREAS, after hearing, and after duly considering all relevant evidence and testimony presented, Richland City Council has determined that the City of Richland does not require an increase in property tax revenue from the previous year in excess of the increase resulting from the addition of new construction, annexation, refunds and improvements to property, and any increase in the value of state-assessed property, in order to discharge, in its best interests, the expected expenses and obligations of the City of Richland; and

WHEREAS, the City of Richland's actual regular levy amount from the previous year was \$16,428,522; and

WHEREAS, the population of the City of Richland is more than 10,000.

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

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2019 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be zero dollars (\$0) which is a percentage increase of zero percent (0%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

Section 2. This ordinance shall become effective on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 11, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 55-18, Authorizing Vacation of a Portion of Right-of-Way at Shockley Road

Department:
Public Works

Ordinance/Resolution Number:
55-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 55-18, authorizing vacation of a portion of right-of-way at Shockley Road.

Summary:

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. The connecting right-of-way is now designated as Shockley Road. A segment of Shockley Road, including its intersection with Columbia Park Trail, was constructed through private land development activity in 2018.

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. This action retained 150 feet as the width for the connection with Shockley Road.

In 2004, City of Richland Ordinance No. 42-04 provided for annexation of approximately 9.4 acres along the south side of Columbia Park Trail, including the location of the Shockley Road intersection.

Donna Busche and James Giesa purchased the property at the southeast corner of Shockley Road and Columbia Park Trail. The street address of 315 Columbia Park Trail. They formally requested vacation of the portion of right-of-way that parallels Shockley Road.

The constructed segment of Shockley Road utilized a City-standard right-of-way width of sixty feet. Staff considers the existing right-of-way width in excess of sixty feet surplus to the City's needs.

As required by state law and as noticed by the City, a public hearing was held on October 16, 2018 to receive public testimony regarding this proposal. No testimony was received at the hearing, and no public feedback has been received by staff.

Council approved first reading of this proposed ordinance at its October 16, 2018 meeting. Staff recommends approval of Ordinance No. 55-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 55-18

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190, MS-05
Richland, WA 99352

ORDINANCE NO. 55-18

AN ORDINANCE of the City of Richland vacating
portions 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 2018, 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 to the City's needs; and

WHEREAS, Chapter 35.79 RCW authorizes a city to initiate a vacation action by resolution; and

WHEREAS, state law requires that a public hearing be held to allow public consideration of a street vacation proposal; and

WHEREAS, at a regularly scheduled meeting on September 18, 2018, the Richland City Council, by adoption of Resolution No. 126-18, set the time and place of a hearing thereon for October 16, 2018 at 7:30 p.m. in the City Hall Council Chambers, located at 505 Swift Boulevard, Richland, Washington; and

WHEREAS, notice was published on October 7, 2018 that a public hearing would be held on October 16, 2018 concerning vacation of this portion of right-of-way; and

WHEREAS, at the time and place fixed and designated in the notice, a hearing was held by the City Council to receive public testimony, which was duly considered.

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

Section 1. The portion of Shockley Road right-of-way, as described and shown in **Exhibits A and B**, attached hereto, is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

Section 2. The portion of Shockley Road right-of-way, as described and shown in **Exhibits C and D**, attached hereto, is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached exhibits, duly certified by the Clerk as a true copy.

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 6th of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 11, 2018

EXHIBIT A



STRATTON SURVEYING & MAPPING, PC

313 NORTH MORAIN STREET

KENNEWICK, WA 99336

PHONE: (509) 735-7364

FAX: (509) 735-6560

E-MAIL: stratton@strattonsurvey.com

DATE: 2018-08-30

DRAWING: 4395SK22.DWG

SITE: COLUMBIA VISTA RIGHT-OF-WAY VACATION

DESCRIPTION:

RIGHT-OF-WAY VACATION AFFECTING THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 5, BADGER HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 11, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH $69^{\circ}53'29''$ EAST ALONG THE NORTHERLY LINE THEREOF 47.86 FEET TO THE SOUTHEAST CORNER OF THE 150.00 FOOT WIDE RIGHT OF WAY DEPICTED ON THE SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3645, RECORDS OF ABOVE SAID COUNTY; THENCE NORTH $00^{\circ}11'42''$ EAST ALONG THE EASTERLY LINE OF SAID 150.00 FOOT WIDE RIGHT OF WAY 132.95 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLUMBIA PARK TRAIL; THENCE NORTH $69^{\circ}53'29''$ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 10.05 FEET; THENCE SOUTH $16^{\circ}41'10''$ WEST 125.22 FEET TO THE SAID POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

SEE EXHIBIT B

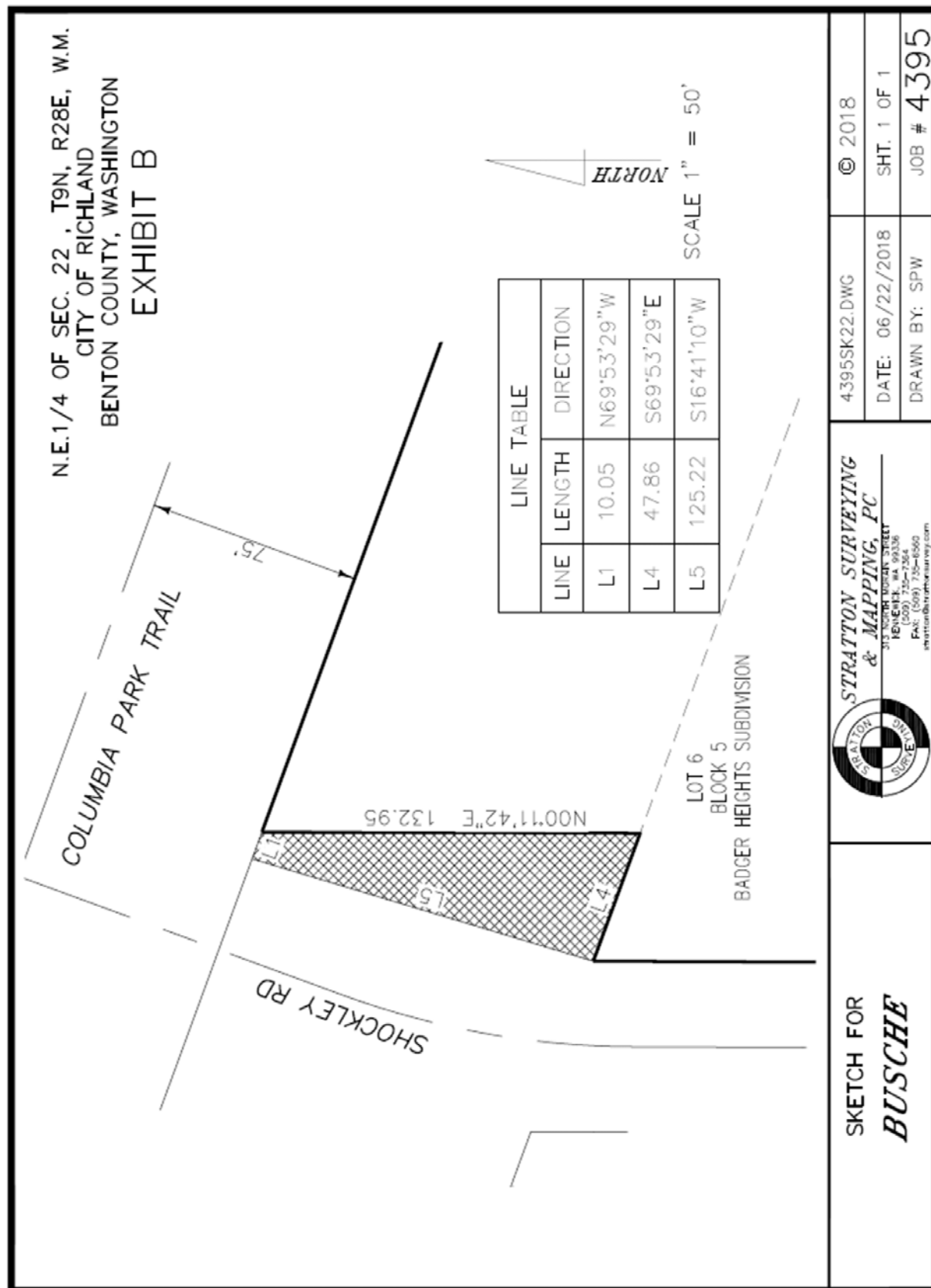


EXHIBIT C

Shockley Road Vacation
301 Columbia Park Trail
1-2298-202-0005-007
Legal Description

A portion of the Northeast $\frac{1}{4}$ of Section 22, Township 9 North, Range 28 East, W.M. City of Richland, Benton County Washington, described as follows:

A portion of Columbia Park Trail retained by the Vacation as recorded in Auditor's File Number 1991-001885, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of Lot 7 Block 5 of the Plat of Badger Heights Subdivision as recorded in Volume 5 of Plats on Page 11, records of said County and State; Thence North $89^{\circ}41'30''$ East a distance of 300.68 feet along the South line of said Lot 7 as shown on Record of Survey Number 3645, as recorded in Volume 1 of Surveys on Page 3645, records of said County and State, to the Southeast corner of said Lot 7; Thence North $00^{\circ}13'43''$ East a distance of 169.87 feet to the Northeast corner of said Lot 7 and the **TRUE POINT of BEGINNING**; Thence North $69^{\circ}51'28''$ West 47.86 feet along the Northerly line of said Lot 7 to a point on the vacated portion of Columbia Park Trail as described Auditor's File Number 91-1885, records of said County and State; Thence North $00^{\circ}13'43''$ East a distance of 132.95 feet along said Vacation and said Survey; Thence South $69^{\circ}51'28''$ East a distance of 75.00 feet to the beginning of a 400.00 foot radius non-tangent curve concave to the Southeast, and having a radial bearing of South $69^{\circ}01'58''$ East; Thence Southwesterly a distance of 126.84 feet along said curve through a central angle of $18^{\circ}10'08''$ back to the true point of beginning.

Containing 7,255.9 Square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "D"**





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 140-18, Authorizing a Purchase and Sale Agreement with Amil and Mejrema Cordic

Department:

Community Development Services

Ordinance/Resolution Number:

140-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 140-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Amil and Mejrema Cordic.

Summary:

Amil and Mejrema Cordic are proposing to purchase 2.04 acres in the Horn Rapids Business Center consisting of two (2) 1.02-acre lots along the south side of Robertson Drive. The property is intended for the development of a 5,000 square-foot construction contractor office and facility.

Amil Cordic is the owner of Affordable Construction, Inc. in Pasco, and plans to relocate his business and seven employees to Horn Rapids. Mr. Cordic plans to grow the business to 15 employees within the next year.

The purchase price is \$1.50 per square-foot for the two (2) 1.02-acre lots, amounting to estimated gross proceeds of \$133,294. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing in the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right if an application for approval of building plans has not been submitted to the City within six (6) months of closing, and if construction of the office and construction facility has not commenced 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. 140-18.

Fiscal Impact:

The purchase price is \$1.50 per square foot with estimated gross proceeds of \$133,294 for the two (2) 1.02-acre lots. 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): \$3,909.93

-Water Fund (\$0.079 per square foot): \$7,020.10

-Sewer Fund (\$0.029 per square foot): \$2,577.00

The balance of the proceeds will be deposited in the City's Industrial Development Fund.

Attachments:

1. Resolution No. 140-18
2. Purchase and Sale Agreement - Cordic
3. Site Map

RESOLUTION NO. 140-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Amil and Mejrema Cordic.

WHEREAS, the City of Richland is the owner of 2.04 acres of City-owned surplus property, described as a portion of Binding Site Plan No. 2056, located along the south side of Robertson Drive in the Horn Rapids Business Center; and

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

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

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the 2.04 acres of business center property is available for sale at \$1.50 per square foot, for a total price of \$133,294; and

WHEREAS, Amil and Mejrema Cordic have agreed to purchase the property for the stated price; and

WHEREAS, at its August 27, 2018 meeting, the Economic Development Committee (EDC) recommended the sale of the 2.04 acres of City-owned surplus property in the Horn Rapids Business Center to Amil and Mejrema Cordic for the unit price of \$150 per square foot.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with Amil and Mejrema Cordic for sale of the property 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 6th day of November, 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: LOTS K and L, ROBERTSON DRIVE

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

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at LOTS K and L, ROBERTSON DRIVE, 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 One Hundred Thirty-Three Thousand Two Hundred Ninety-Four dollars and no cents (\$133,294.00) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of Five Thousand dollars (\$5,000.00) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

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

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

4. Title Matters.

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

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

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

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

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

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

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

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

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

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed with a minimum of 5,000 square feet of construction office and shop. 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: Amil & Mejrema Cordic
11613 Pheasant Run
Pasco, Washington 99301
Phone: 509.460.0813
Email: amilcordic@gmail.com

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

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 5,000 square feet of construction office and shop, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within six (6) months of Closing, Seller reserves the right to reclaim title to the Property 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 One Hundred Thirty-Three Thousand Two Hundred Ninety-Four dollars and no cents (\$133,294.00) for the Property.

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

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

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

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

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

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

**AMIL & MEJREMA CORDIC –
PURCHASER**

By: Cynthia D. Reents
Its: City Manager

By: Amil Cordic
Its: Owner

By: Mejrema Cordic
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

PARCEL K

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

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1061.78 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF SAID ROBERTSON DRIVE AND THE NORTHWESTERLY CORNER OF PARCEL "C" AS DESCRIBED IN STATUTORY WARRANTY DEED, UNDER AUDITOR'S FILE NUMBER 2011-021324, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°06'28" WEST ALONG THE NORTHWESTERLY LINE THEREOF FOR A DISTANCE OF 302.81 FEET; THENCE NORTH 54°53'32" WEST FOR A DISTANCE OF 147.32 FEET; THENCE NORTH 35°06'28" EAST FOR A DISTANCE OF 302.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY MARGIN OF ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 147.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.02 ACRES

PARCEL L

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

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1209.09 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ROBERTSON DRIVE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 302.82 FEET; THENCE NORTH 54°53'32" WEST FOR A DISTANCE OF 147.32 FEET; THENCE NORTH 35°06'28" EAST FOR A DISTANCE OF 302.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY MARGIN OF ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 147.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.02 ACRE

OVERALL PARCEL SEGREGATION EXHIBIT

Line Table		
Line #	Length	Direction
L1	2.53	S66°26'47"W
L2	2.53	S66°26'47"W
L3	5.13	N35°06'28"E
L4	2.53	S66°26'47"W
L7	50.00	S35°06'32"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	27.80	250.02	6°22'17"	N58°04'49"W	27.79
C2	228.17	250.02	52°17'16"	N87°24'35"W	220.33
C3	317.18	370.03	49°06'43"	S88°59'51"E	307.56
C4	213.86	270.02	45°22'44"	S89°08'09"W	208.32
C5	358.36	350.03	58°39'33"	N84°13'26"W	342.91

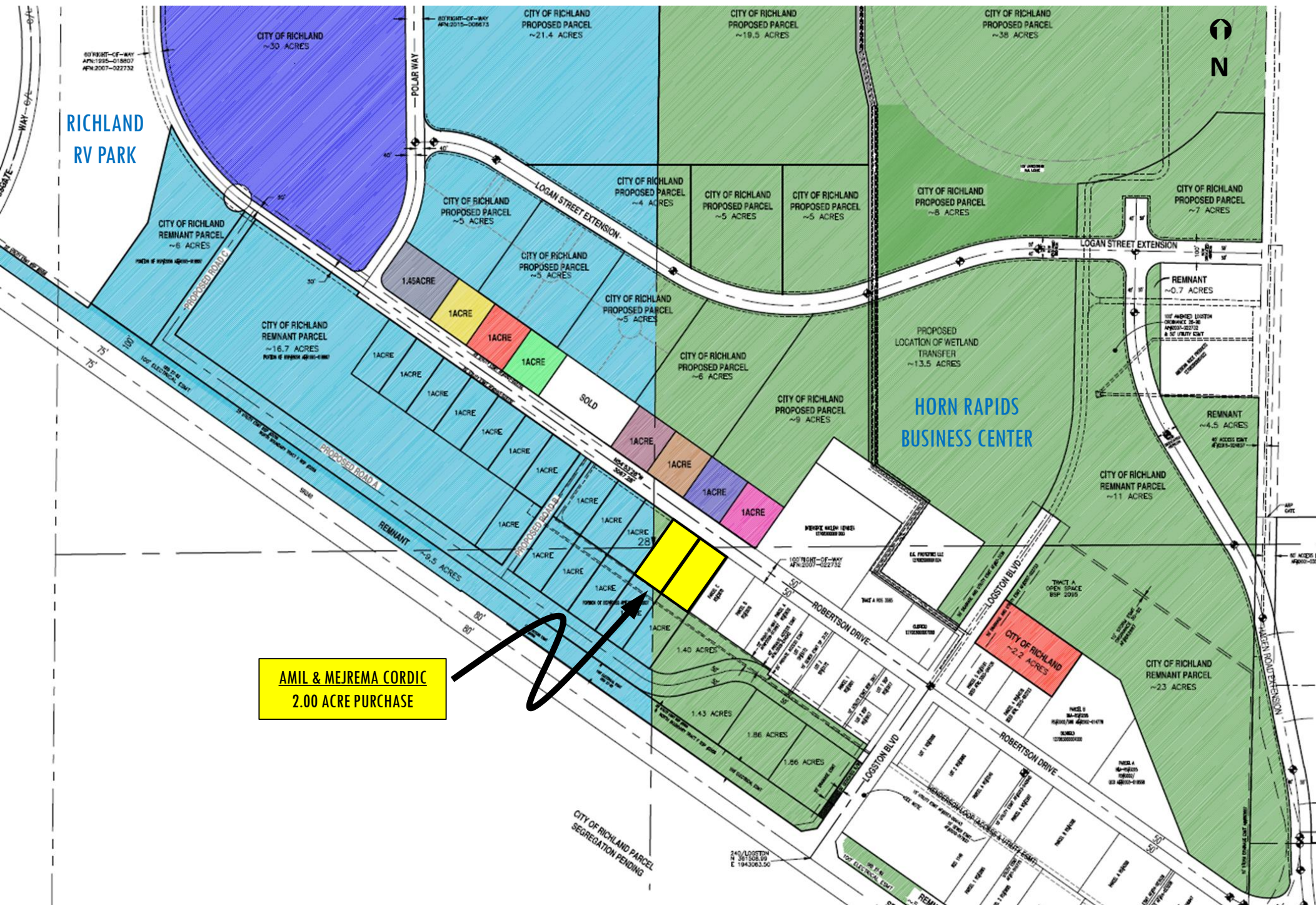


2245 Robertson Drive
Richland, Washington 99354
OFFICE 809-379-4123
FAX 509-371-0909
J088717189

(1 OF 3)

CITY OF RICHLAND
MAP TO ACCOMPANY LEGAL DESCRIPTION
RICHLAND 10/22/2018 WASHINGTON

SHEET 2 OF 2





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 149-18, Authorizing a Special Transportation Planning Study Agreement with the Washington State Department of Transportation for a Regional North-South Travel Capacity Study

Department:
Public Works

Ordinance/Resolution Number:
149-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 149-18, authorizing the City Manager to sign and execute a Special Transportation Planning Study Agreement with WSDOT for a regional north-south travel capacity study.

Summary:

In 2017, the Benton-Franklin Council of Governments (BFCOG) completed Transition2040 (the "Plan"), an update to the regional transportation system plan. The Plan concluded that anticipated growth will result in heavier use of George Washington Way and SR-240 than occurs today.

The Plan included several possible roadway improvements to reduce congestion on George Washington Way and SR-240, but the Plan's work fell short of comparing the effectiveness of each proposed improvement. BFCOG is not resourced to advance planning of specific projects. That work falls to member agencies.

In late 2018, the Washington State Department of Transportation (WSDOT) initiated a planning study aimed at improving the effectiveness of SR-240. This study has begun, and is a welcomed investment from WSDOT in our region. WSDOT's study will not, however, complete a rigorous public review of congestion-mitigating projects.

In response to the findings of Transition2040 and the limitations built into the WSDOT SR-240 study, City staff proposes a planning study to further develop and compare solutions to the current and predicted congestion. Partnering agencies who will be directly impacted by the predicted congestion and/or roadway improvements have been identified. These agencies include WSDOT, Benton County, and the City of West Richland. Under the proposed study, Richland would function as the project lead because Richland is impacted the most from the regionally generated congestion.

The proposed Special Transportation Planning Study Agreement would activate WSDOT's participation in the study. A second agreement, also on tonight's agenda, will activate participation from Benton County and West Richland. Upon execution, Richland will solicit for a consultant firm to complete the study. Staff anticipates the study to be completed in the third quarter of 2019. Staff recommends approval of Resolution No. 149-18.

Fiscal Impact:

The Agreement provides \$70,000 from WSDOT to conduct a regional transportation system planning study. The total study budget is expected to be \$160,000, with \$70,000 in City funds from the 2018 budget.

Attachments:

1. Resolution No. 149-18
2. North - South Transportation Study - WSDOT Funding Agreement - GCB 3095

RESOLUTION NO. 149-18

A RESOLUTION of the City of Richland authorizing execution of an agreement with the Washington State Department of Transportation to support completion of a transportation planning study addressing northerly and southerly traffic congestion in Richland.

WHEREAS, the cities of Richland and West Richland (hereafter "Cities"), Benton County, and the Washington State Department of Transportation (WSDOT) are members of the Benton Franklin Council of Governments (BFCOG); and

WHEREAS, BFCOG is the Tri-Cities region's federal and state authorized transportation planning organization; and

WHEREAS, in 2017, BFCOG completed Transition2040, the most recent update to the Tri-Cities Regional Transportation Plan; and

WHEREAS, Transition2040 identifies existing and intensifying traffic congestion for northbound and southbound travel through Richland as a significant regional transportation challenge; and

WHEREAS, Transition2040 includes conceptual level system modification projects intended to mitigate the congestion challenge; and

WHEREAS, Transition2040 does not analyze the relative effectiveness of the identified system modifications, nor does it involve the public in selection and prioritization of the modification projects; and

WHEREAS, the Cities and Benton County are the local jurisdictions most impacted by the congestion challenge and/or the proposed system modifications; and

WHEREAS, the Cities and Benton County have entered into an interlocal agreement to advance planning for congestion relief in Richland; and

WHEREAS, WSDOT owns and operates State Route 240 (SR-240) and Interstate 182 (I-182). SR-240 is an important north-south route through Richland and experiences frequent congestion; and

WHEREAS, WSDOT wishes to join the Cities and Benton County in the planning study aimed at addressing congestion in Richland; and

WHEREAS, the jurisdictions' best interests are served by completing a joint planning study to avoid duplication of effort and to prepare a plan that will receive regional consensus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with the Washington State Department of Transportation for completion of a transportation planning study to address northerly and southerly traffic congestion in Richland.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Special Transportation Planning Study Agreement Work by Planning Organization - Actual Cost		Organization and Address City of Richland 505 Swift Blvd Richland, WA 99352
Agreement Number GCB 3095	Total Amount Authorized \$70,000.00	Project Title and Description SR 240 To study the feasibility of redistributing traffic to meet current and future traffic demands and identify potential solutions.
Project Manager Pete Rogalsky	Agreement Expiration Date December 31, 2019	

This AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "PLANNING AGENCY."

WHEREAS, the STATE and the PLANNING AGENCY recognize the need for the transportation planning project, described above, and

WHEREAS, it is deemed in the best interest of the STATE to participate in funding said project for the mutual benefit of local and state roadway planning in the area of the project, and

WHEREAS, the STATE and the PLANNING AGENCY now wish to define responsibility for preparation of the transportation planning project.

NOW THEREFORE, it is mutually agreed as follows:

I Scope of Work

The PLANNING AGENCY shall undertake the Transportation Planning Project described above, which shall include the tasks set forth in Exhibit "A," attached hereto.

II Schedule

The project period shall commence upon execution of this agreement and shall last until the expiration date listed above.

III Payment

The STATE agrees to reimburse the PLANNING AGENCY's actual direct and related indirect costs of the project. The maximum amount that the STATE shall reimburse the PLANNING AGENCY shall not exceed the "Total Amount Authorized" listed above. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in OMB Circular A-87.

The PLANNING AGENCY shall submit to the STATE requests for funds as they are expended on the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The STATE shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

IV Reports

The PLANNING AGENCY shall, from time to time during the progress of the work, confer with the STATE. The PLANNING AGENCY shall prepare and present to the STATE an annual progress report. The report shall be completed and submitted to the STATE within 30 calendar days following the end of each fiscal year. The STATE however, reserves the right to request an interim report(s) during the fiscal year. The interim report(s) is due to the STATE within 21 calendar days of being notified in writing by the STATE. The interim report(s) shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim report(s) is not submitted in a timely manner.

Within 30 days after the conclusion of each fiscal year, the PLANNING AGENCY shall prepare and submit to the STATE an annual progress report. This annual report shall summarize work accomplished under the scope of work, costs incurred by work element, and shall identify any carryover of funds.

A final report documenting the planning project, including interim and task reports which provide documentation of all technical data and their analysis, shall be prepared by the PLANNING AGENCY. The PLANNING AGENCY shall submit five copies of the final report to the STATE for acceptance. This requirement for a final report may be waived in writing by the STATE.

V
Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

VI
Audits, Inspection, and Retention of Records

All project records in support of all costs incurred and actual expenditures kept by the PLANNING AGENCY are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the STATE.

The STATE, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the PLANNING AGENCY's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the PLANNING AGENCY for three years after the STATE's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

In accordance with OMB Circular A-128 regulations, the PLANNING AGENCY is required to arrange for audit of funds expended.

VII
Termination

If it is considered in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) days notice in writing to the PLANNING AGENCY. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the PLANNING AGENCY shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

VIII
Legal Relations

The PLANNING AGENCY shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

IX
Subcontracting

The services of the PLANNING AGENCY are to be directed by the Project Manager identified above. The PLANNING AGENCY shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the PLANNING AGENCY's consultant agreement prior to execution. The PLANNING AGENCY shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. The State reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

X
Travel

Any out-of-state travel must have prior written approval of the STATE to be eligible for reimbursement. Current STATE travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

XI
Liability

No liability shall attach to the STATE or the PLANNING AGENCY by reason of entering into this Agreement except as expressly provided herein.

XII
Independent Contractor

The PLANNING AGENCY shall be deemed an independent contractor for all purposes and the employees of the PLANNING AGENCY or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

XIII
Equal Employment Opportunity

The PLANNING AGENCY agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "C" attached hereto.

XIV
Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

XV
Equipment

All equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with OMB Circular A-102 Attachment N.

Exhibit C
Title 6, Civil Rights Act of 1964

During the performance of this Agreement, the Planning Agency, for itself, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. Compliance With Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payment to the Consultant under the contract until the consultant complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as the State Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

PLANNING AGENCY

STATE

By: _____

By: _____

Assistant Secretary/Regional Administrator

Title: _____

Date: _____

Date: _____

Exhibit A

Regional North-South Travel Capacity Study

Background Context

The 2017 Regional Transportation Plan (Transition2040), the Benton Franklin Council of Governments Congestion Management Program, and local transportation officials identify congestion on north-south oriented corridors through Richland as a regionally significant issue, both at present and into the future. The current roadway network includes two routes supporting this demand, SR240 and George Washington Way. Both corridors experience significant congestion that results in unacceptable levels of service during peak travel periods. Additionally, George Washington Way's alignment runs through the City near its waterfront features and bisects its downtown commercial district. The traffic volumes on George Washington Way have limited the City's implementation of desirable downtown and waterfront enhancement and business recruitment. A more effective system to support the north-south travel demands through Richland is needed to mitigate the environmental and social impacts of congestion and to plan for the predicted population and economic growth of our region.

The Transition2040 Plan included an update to a computerized travel demand model representing the current and future traffic conditions in our region. The Plan also included a list of projects proposed by agency staff to address identified congestion issues. Relevant to this study the Plan included three projects:

1. SR240 – I-182 – Aaron Drive Interchange Improvements
2. George Washington Way – Columbia Point Drive – I-182 Improvements
3. Queensgate Drive – Kingsgate Drive Corridor

The work contributing to the Plan did not include any detailed evaluation of alternative strategies to mitigate the north-south congestion currently experienced and predicted for the future. In addition to the above-mentioned system capital improvements operations optimization and demand management strategies will contribute to managing this issue. To effectively address this significant regional congestion issue it is necessary that additional analysis be completed to select the most effective system changes and to prioritize improvements for funding.

Agency Participation

The study is proposed as a multi-agency partnership. The City of Richland will act as the project lead as the City most directly experiences the impacts of the congestion. The City of West Richland will participate as a funding and technical partner. Many West Richland residents experience the congestion as they travel to work, school and businesses in Richland. In addition a portion of the Queensgate Drive – Kingsgate Drive Corridor would occupy property in West Richland. Benton County will participate as a funding and technical partner. This is primarily because a portion of the Queensgate Drive – Kingsgate Drive Corridor would occupy property in unincorporated Benton County. The Washington State Department of Transportation (WSDOT) will participate as a funding and technical partner. WSDOT owns and manages SR240, which is a state highway and one of the two existing major arterials serving

the north-south commute through Richland. As such any solution developed by this study will have a significant impact on SR240 and demands on it. These agencies will enter a formal contractual relationship to oversee and implement the study.

Other agency partners are anticipated to participate as technical advisory partners. These include the Benton Franklin Council of Governments, the Port of Benton and Ben Franklin Transit. These agencies and others will be invited to participate in a technical advisory role.

Study Objectives

The study will seek to deliver a regional consensus about the transportation system improvement strategies to support the north-south commute through Richland and mitigate its impact on the City. The performance target for the system will be to achieve the region's identified level of service standard on all major north-south commute routes.

Study Design

To deliver on the study objective a consultant will be selected and tasked to complete the following tasks:

1. Review available technical reference material including:
 - a. BFCOG 2017 Regional Transportation Plan (Transition2040)
 - b. SR240 Corridor Studies
 - c. SR240 Value Engineering Studies
 - d. George Washington Way / 1-182 Planning Study
 - e. SR240 Corridor Sketch
 - f. Others
2. Interview Knowledgeable Transportation Planners
3. Identify Key Stakeholders that may include
 - a. Elected officials representing study partners
 - b. Planning Commission members representing study partners
 - c. Transportation Planning and Operations Staff representing study partners
 - d. Large north and central Richland employers representatives including, but not limited to
 - i. PNNL
 - ii. WSU Tri-Cities
 - iii. Department of Energy Contractors
 - iv. Energy Northwest
 - v. Lamb Weston
 - vi. Areva
 - vii. Kadlec
 - e. Ben Franklin Transit Planning and Operations staff
4. Prepare a Public Engagement Plan for the Study to collect and consider various stakeholder input into the final study
5. Review operation of the BFCOG Travel Demand Model relative to the north-south commute trips and routes
 - a. Identify and implement refinements as necessary to improve the model's ability to support the study objectives

- b. Conduct analysis using the regional model to compare the effectiveness of improvements alternatives in achieving the study objectives
6. Identify additional analytical tools that will be useful to evaluation of street system operations strategies and improvements addressing travel delay and congestion
7. Create planning level conceptual designs and cost estimates for the three system improvements identified above and up to three additional conceptual designs and cost estimates for improvement ideas generated during the early stages of the study
8. Develop and implement a cost/benefit analysis tool for comparing the relative value of the identified operations strategies and system improvements
 - a. Evaluate the potential benefits of enhanced ridesharing / transit on the system and account for that in rating of alternatives
9. Complete a cost/benefit analysis of identified alternatives and include identified stakeholders and the general public in refinement and review of the analysis
10. Prepare draft study report
11. Present draft study findings to BFCOG TAC and PAC Committees and partner elected bodies
12. Finalize study report

Budget and Funding

The study budget is planned at \$160,000, divided as follows by agency:

1. Richland - \$70,000
2. WSDOT - \$70,000*
3. West Richland - \$10,000
4. Benton County - \$10,000
- - WSDOT has agreed to contribute seventy thousand dollars (\$70,000) that must be spent prior to the end of the state's fiscal year (June 30, 2019), or it may become unavailable for the project.

Schedule

Staff anticipates the following implementation schedule:

1. Negotiation of partnership agreements – October 2018
2. Consultant Request for Qualifications – November 2018
3. Consultant Contract – January 2019
4. Study Implementation, including Public Outreach – January, 2019 – June, 2019
5. Finalize Study and Present Recommendations – June – July, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject: [164-18](#)

Resolution No. ~~150-18~~, Authorizing an Interlocal Agreement with the City of West Richland and Benton County for a Regional North-South Travel Capacity Study

Department:
Public Works

Ordinance/Resolution Number:
~~150-18~~ [164-18](#)

Document Type:
Resolution

Recommended Motion [164-18](#)

Adopt Resolution No. ~~150-18~~, authorizing the City Manager to sign and execute an interlocal agreement with the City of West Richland and Benton County for participation in a regional north-south travel capacity study.

Summary:

In 2017, the Benton-Franklin Council of Governments (BFCOG) completed Transition2040 (the "Plan"), an update to the regional transportation system plan. The Plan concluded that anticipated growth will result in heavier use of George Washington Way and SR-240 than occurs today.

The Plan included several possible roadway improvements to reduce congestion on George Washington Way and SR-240, but the Plan's work fell short of comparing the effectiveness of each proposed improvement. BFCOG is not resourced to advance planning of specific projects. That work falls to member agencies.

In late 2018, the Washington State Department of Transportation (WSDOT) initiated a planning study aimed at improving the effectiveness of SR-240. This study has begun, and is a welcomed investment from WSDOT in our region. WSDOT's study will not, however, complete a rigorous public review of congestion-mitigating projects.

In response to the findings of Transition2040 and the limitations built into the WSDOT SR-240 study, City staff proposes a planning study to further develop and compare solutions to the current and predicted congestion. Partnering agencies who will be directly impacted by the predicted congestion and/or roadway improvements have been identified. These agencies include WSDOT, Benton County, and the City of West Richland. Under the proposed study, Richland would function as the project lead because Richland is impacted the most from the regionally generated congestion.

The proposed Interlocal Agreement would activate Benton County and West Richland's participation in the study. A second agreement, also on tonight's agenda, will activate WSDOT's participation. Upon execution, Richland will solicit for a consultant firm to complete the study. Staff anticipates the study to be completed in the third quarter of 2019. Staff recommends approval of Resolution No. 150-18.

Fiscal Impact:

West Richland and Benton County will each contribute \$10,000 to conduct a regional transportation system planning study. The total project budget is \$160,000, with \$70,000 in City funds coming from the 2018 budget.

Attachments: [164-18](#)

1. Resolution No. ~~150-18~~
2. Interlocal Agreement for North - South Capacity Study

RESOLUTION NO. ~~150-18~~ 164-18

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the City of West Richland and Benton County for completion of a transportation planning study addressing northerly and southerly traffic congestion in Richland.

WHEREAS, the cities of Richland and West Richland (hereafter “Cities”) and Benton County are members of the Benton Franklin Council of Governments (BFCOG); and

WHEREAS, BFCOG is the Tri-Cities region’s federal and state authorized transportation planning organization; and

WHEREAS, in 2017, BFCOG completed Transition2040, the most recent update to the Tri-Cities Regional Transportation Plan; and

WHEREAS, Transition2040 identifies existing and intensifying traffic congestion for northbound and southbound travel through Richland as a significant regional transportation challenge; and

WHEREAS, Transition2040 includes conceptual level system modification projects intended to mitigate the congestion challenge; and

WHEREAS, Transition2040 does not analyze the relative effectiveness of the identified system modifications, nor does it involve the public in selection and prioritization of the modification projects; and

WHEREAS, the Cities and Benton County are the local jurisdictions most impacted by the congestion challenge and/or the proposed system modifications; and

WHEREAS, Richland experiences the most concentrated and largest share of traffic congestion associated with the northbound and southbound travel in the Tri-Cities; and

WHEREAS, West Richland experiences some congestion as travelers seek alternatives to congestion in Richland. One proposed system modification would construct a new northbound and southbound route partially located in West Richland; and

WHEREAS, Benton County includes properties through which the new northbound and southbound route would travel; and

WHEREAS, the jurisdictions wish to advance the planning initiated with the Transition2040 study, allowing for a prioritized strategy of system improvements to be developed for our region; and

WHEREAS, Richland has secured partnership with the Washington State Department of Transportation (WSDOT) to financially participate in a study to advance regional planning; and

WHEREAS, the jurisdictions' best interests are served by completing a joint planning study to avoid duplication of effort and to prepare a plan that will receive regional consensus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute an interlocal agreement with the City of West Richland and Benton County for completion of a transportation planning study to address northerly and southerly traffic congestion in Richland.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

Richland City Clerk
505 Swift Blvd, MS-05
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

**CITY OF RICHLAND, CITY OF WEST RICHLAND, AND BENTON COUNTY,
WASHINGTON**

FOR

2018 TRI-CITIES REGIONAL NORTH-SOUTH TRAVEL CAPACITY STUDY

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2018, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as “Richland,” the City of West Richland, a municipal corporation of the State of Washington, hereafter referred to as “West Richland”, and Benton County, a political subdivision of the State of Washington, hereafter referred to as “the County.” Richland, West Richland and the County are referred to individually herein as a “Jurisdiction” and collectively as “the Jurisdictions.”

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract, and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the Jurisdictions are members of the Benton-Franklin Council of Governments; and

WHEREAS, the Benton-Franklin Council of Governments is the Tri-Cities region's federal- and state-authorized transportation planning organization; and

WHEREAS, the Benton-Franklin Council of Governments completed Transition2040 in 2017. Transition2040 was the most recent update to the Tri-Cities regional transportation plan; and

WHEREAS, Transition2040 identified existing and intensifying traffic congestion for northbound and southbound travel through Richland as a significant regional transportation challenge; and

WHEREAS, Transition2040 included conceptual level system modification projects intended to mitigate the congestion challenge; and

WHEREAS, Transition2040 did not analyze the relative effectiveness of the identified system modifications, nor did it involve the public in selection and prioritization of the modification projects; and

WHEREAS, each of the Jurisdictions is particularly impacted by the congestion challenge and/or the proposed system modifications; and

WHEREAS, Richland experiences the most concentrated and largest share of traffic congestion associated with the northbound and southbound travel in the Tri-Cities; and

WHEREAS, West Richland experiences some congestion as travelers seek alternatives to congestion in Richland, and one of the system modifications would construct a new northbound and southbound route partially located in West Richland; and

WHEREAS, the County includes properties through which the new northbound and southbound route would travel; and

WHEREAS, the Jurisdictions wish to advance the planning that began with Transition2040 so that a prioritized strategy of system improvements is developed for the region; and

WHEREAS, the Jurisdictions have secured a partnership with the Washington State Department of Transportation to participate in a study to advance regional planning; and

WHEREAS, the Jurisdictions' best interests are served by completing a joint planning study to avoid duplication of effort, and to prepare a plan predicated on regional consensus.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize the roles and responsibilities of the Jurisdictions in relation to implementation of the 2018 Tri-Cities Regional North-South Travel Capacity Study.

Section 2. Administration: This Agreement shall be administered by the Richland Public Works Director or designee. Such person shall be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Utilizing Richland's professional services purchasing procedures to solicit and select a consultant to complete the study;
- c. Providing periodic progress reports to the elected officials of each Jurisdiction and WSDOT;
- d. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The Jurisdictions hereby commit to provide funding as set forth below:

- a. Richland will provide up to **\$70,000** to fund consultant work as described in the 2018 Tri-Cities Regional North-South Travel Capacity Study Prospectus, attached hereto as **Exhibit A** and incorporated herein by this reference.
- b. Upon written request by Richland, West Richland will provide up to **\$10,000** to fund consultant work as described in **Exhibit A**.
- c. Upon written request by Richland, the County will provide up to **\$10,000** to fund consultant work as described in **Exhibit A**.
- d. West Richland and the County will provide the funds identified in this Section within thirty (30) calendar days of Richland invoicing. Richland shall issue invoices after approval of the project consultant agreement by the Richland City Council.
- e. Richland shall secure Washington State Department of Transportation funding through a separate agreement. The Jurisdictions acknowledge that the Washington State Department of Transportation funding commitment is anticipated to be no less than **\$70,000**.

Section 4. Richland's Project Responsibilities: Richland hereby commits to the following project responsibilities:

- a. Richland will prepare and publish a Request for Proposals (RFP) for the planning study described in **Exhibit A**.
- b. Richland will convene a Technical Advisory Committee consisting of Public Works staff designated by each Jurisdiction to evaluate the proposals submitted in response to the RFP.
- c. Richland will negotiate and execute a professional services agreement with the selected consultant.
- d. Richland will convene a project kickoff meeting with invitations provided to each Jurisdiction.
- e. Richland will provide periodic, but no less frequent than monthly, status updates to the Technical Advisory Committee.
- f. Richland will coordinate presentation of the draft study results to the elected bodies of each Jurisdiction.

- g. Richland will distribute copies of the final study report to each Jurisdiction.

Section 5. West Richland and County Responsibilities: West Richland and the County hereby commit to the following project responsibilities:

- a. Designate a Technical Advisory Committee representative who will actively participate in project meetings and correspondence.
- b. Provide support to the public outreach elements of the study using typical practices employed by the Jurisdiction. Because the specific public outreach program for this study will be designed by the selected consultant, each Jurisdiction must be prepared to engage in program design and implementation with the selected consultant.
- c. Coordinate presentation of the study results with the Jurisdiction's elected body.

Section 6. Modification: This Agreement may be modified only by written consent of each Jurisdiction. The designated representative of each Jurisdiction's choosing is authorized under this Agreement to administratively execute amendments to this Agreement for any purpose other than to modify the dollar values contained herein.

Section 7. Term of Agreement and Termination:

- a. This Agreement shall become effective upon the date of full execution.
- b. This Agreement shall expire upon study completion, which shall occur on the date Richland issues final payment for services rendered to the study consultant.

Section 7. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement, and for no less than three (3) years after this Agreement's termination.

Section 8. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

Section 9. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 10. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that any Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

[Signature page to follow]

IN WITNESS WHEREOF, the Jurisdictions have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

CITY OF WEST RICHLAND

CYNTHIA D. REENTS, City Manager

BRENT GERRY, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

MARCIA HOPKINS, City Clerk

JULIE RICHARDSON, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

BRONSON BROWN, City Attorney

BENTON COUNTY

JEROME DELVIN, Board Chair
Benton County Commission

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney, Civil

Exhibit A

Regional North-South Travel Capacity Study

Background Context

The 2017 Regional Transportation Plan (Transition2040), the Benton Franklin Council of Governments Congestion Management Program, and local transportation officials identify congestion on north-south oriented corridors through Richland as a regionally significant issue, both at present and into the future. The current roadway network includes two routes supporting this demand, SR240 and George Washington Way. Both corridors experience significant congestion that results in unacceptable levels of service during peak travel periods. Additionally, George Washington Way's alignment runs through the City near its waterfront features and bisects its downtown commercial district. The traffic volumes on George Washington Way have limited the City's implementation of desirable downtown and waterfront enhancement and business recruitment. A more effective system to support the north-south travel demands through Richland is needed to mitigate the environmental and social impacts of congestion and to plan for the predicted population and economic growth of our region.

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The work contributing to the Plan did not include any detailed evaluation of alternative strategies to mitigate the north-south congestion currently experienced and predicted for the future. In addition to the above-mentioned system capital improvements operations optimization and demand management strategies will contribute to managing this issue. To effectively address this significant regional congestion issue it is necessary that additional analysis be completed to select the most effective system changes and to prioritize improvements for funding.

Agency Participation

The study is proposed as a multi-agency partnership. The City of Richland will act as the project lead as the City most directly experiences the impacts of the congestion. The City of West Richland will participate as a funding and technical partner. Many West Richland residents experience the congestion as they travel to work, school and businesses in Richland. In addition a portion of the Queensgate Drive – Kingsgate Drive Corridor would occupy property in West Richland. Benton County will participate as a funding and technical partner. This is primarily because a portion of the Queensgate Drive – Kingsgate Drive Corridor would occupy property in unincorporated Benton County. The Washington State Department of Transportation (WSDOT) will participate as a funding and technical partner. WSDOT owns and manages SR240, which is a state highway and one of the two existing major arterials serving

the north-south commute through Richland. As such any solution developed by this study will have a significant impact on SR240 and demands on it. These agencies will enter a formal contractual relationship to oversee and implement the study.

Other agency partners are anticipated to participate as technical advisory partners. These include the Benton Franklin Council of Governments, the Port of Benton and Ben Franklin Transit. These agencies and others will be invited to participate in a technical advisory role.

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The study will seek to deliver a regional consensus about the transportation system improvement strategies to support the north-south commute through Richland and mitigate its impact on the City. The performance target for the system will be to achieve the region's identified level of service standard on all major north-south commute routes.

Study Design

To deliver on the study objective a consultant will be selected and tasked to complete the following tasks:

1. Review available technical reference material including:
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 - b. SR240 Corridor Studies
 - c. SR240 Value Engineering Studies
 - d. George Washington Way / 1-182 Planning Study
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3. Identify Key Stakeholders that may include
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 - b. Planning Commission members representing study partners
 - c. Transportation Planning and Operations Staff representing study partners
 - d. Large north and central Richland employers representatives including, but not limited to
 - i. PNNL
 - ii. WSU Tri-Cities
 - iii. Department of Energy Contractors
 - iv. Energy Northwest
 - v. Lamb Weston
 - vi. Areva
 - vii. Kadlec
 - e. Ben Franklin Transit Planning and Operations staff
4. Prepare a Public Engagement Plan for the Study to collect and consider various stakeholder input into the final study
5. Review operation of the BFCOG Travel Demand Model relative to the north-south commute trips and routes
 - a. Identify and implement refinements as necessary to improve the model's ability to support the study objectives

- b. Conduct analysis using the regional model to compare the effectiveness of improvements alternatives in achieving the study objectives
6. Identify additional analytical tools that will be useful to evaluation of street system operations strategies and improvements addressing travel delay and congestion
7. Create planning level conceptual designs and cost estimates for the three system improvements identified above and up to three additional conceptual designs and cost estimates for improvement ideas generated during the early stages of the study
8. Develop and implement a cost/benefit analysis tool for comparing the relative value of the identified operations strategies and system improvements
 - a. Evaluate the potential benefits of enhanced ridesharing / transit on the system and account for that in rating of alternatives
9. Complete a cost/benefit analysis of identified alternatives and include identified stakeholders and the general public in refinement and review of the analysis
10. Prepare draft study report
11. Present draft study findings to BFCOG TAC and PAC Committees and partner elected bodies
12. Finalize study report

Budget and Funding

The study budget is planned at \$160,000, divided as follows by agency:

1. Richland - \$70,000
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3. West Richland - \$10,000
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- - WSDOT has agreed to contribute seventy thousand dollars (\$70,000) that must be spent prior to the end of the state's fiscal year (June 30, 2019), or it may become unavailable for the project.

Schedule

Staff anticipates the following implementation schedule:

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2. Consultant Request for Qualifications – November 2018
3. Consultant Contract – January 2019
4. Study Implementation, including Public Outreach – January, 2019 – June, 2019
5. Finalize Study and Present Recommendations – June – July, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 151-18, Authorizing an Agreement with the Richland School District for School Resource Officers

Department:
City Manager

Ordinance/Resolution Number:
151-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 151-18, authorizing the City Manager to sign and execute an agreement with the Richland School District for school resource officers for the school years 2018-2022.

Summary:

Since 2004, the City of Richland, through the Richland Police Department, has provided school resource officers in Richland public schools. The City of Richland has been in discussion with the Richland School District outlining terms in a new agreement that will better align with the current costs to the City for the services being provided.

The proposed agreement is mutually beneficial to the City of Richland and the Richland School District, and will allow for this partnership to continue from the date of execution through the 2021-2022 school year.

The Richland School Board approved the agreement at its October 9, 2018 meeting. Staff recommends approval of Resolution No. 151-18.

Fiscal Impact:

The proposed agreement outlines reimbursement to the City in the amount of \$70,000 for the 2018-2019 school year, with an increase of \$20,000 every year thereafter until the Richland School District's payment obligation reaches 50% of the then-current school resource officers' wages and benefits.

Attachments:

1. RES 151-18 Authorizing the 2018 School Resource Officer Agreement
2. SRO Agreement - RSD - 5-year Option

RESOLUTION NO. 151-18

A RESOLUTION of the City of Richland authorizing an agreement with the Richland School District for school resource officers for the school years 2018-2022.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities to provide services and facilities; and

WHEREAS, both the City of Richland and the Richland School District benefit from inclusion of school resource officers (SROs) in Richland public schools; and

WHEREAS, the City of Richland has worked diligently with the Richland School District to outline the terms of a mutually beneficial agreement for SROs in Richland public schools; and

WHEREAS, the Richland School Board approved the agreement at its October 9, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with the Richland School District for school resources officers for the school years 2018-2022.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

2018 SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is entered into this _____ day of _____, 2018, by and between the **CITY OF RICHLAND**, a Washington municipal corporation (“City”) and the **RICHLAND SCHOOL DISTRICT**, a political subdivision of the State of Washington (“District”). City and District are referred to collectively herein as the “Parties.”

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

WHEREAS, Richland School District and the City of Richland, through the Richland Police Department (RPD), desire to provide law enforcement and related services to the public schools in the City of Richland as hereafter described; and

WHEREAS, both the City and the District benefit from inclusion of School Resource Officers (SROs) in Richland public schools.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to identify the terms and conditions under which the City will make Richland Police Officers available to serve as School Resource Officers for the Richland School District.
2. Number of Officers; School Assignment. RPD shall assign one (1) regularly employed Officer to serve as SRO in Richland High School, and one (1) regularly employed Officer to serve in Hanford High School. The District agrees that:
 - a. Each officer will be provided access to a private office with proper lighting and equipped with: a telephone, computer, secured filing cabinet(s), desk, chair, and office supplies, all of which shall be current (i.e., no obsolete technology/defective furniture).
 - b. SROs shall be authorized to inspect and copy any non-exempt public records maintained by the District; provided, however, that SROs are not authorized to inspect and/or copy confidential student education records except in emergency situations, or as otherwise allowed by law.
 - c. In addition to being stationed at Richland High School and Hanford High School, SROs assigned to the District will provide services to Rivers Edge High School and the middle and elementary schools upon District request. SROs will work with District personnel to maintain a safe campus environment by serving as law enforcement problem-solving resource persons, and providing the appropriate response regarding on-campus or school-related criminal activity.

- d. Each SRO's District schedule will be mutually agreed upon in consultation with the principal of the school. So long as this Agreement is in effect, assigned SROs shall be available to the District starting five (5) days prior to the first day of each school year.
3. Selection. The RPD Chief of Police or designee shall select the Officers to serve as SROs pursuant to the procedure established by the Department in the Policy and Procedure Manual as now exists or hereafter amended. The City represents that it will select Officers chosen to serve as SROs who: 1) have the ability to deal effectively with students; 2) present a positive image and symbol of RPD and law enforcement in general; 3) have the ability to provide good quality educational services and/or resources in the area of law enforcement; 4) possess excellent oral and written communication skills; and 5) possess the desire and ability to work cooperatively with District staff, including the building Principal and his/her administrative staff.
4. Removal. As the employer, the City shall be responsible for hiring, training, discipline, transfer, and dismissal of the SROs.
 - a. District-Requested Replacement: In the event the District desires to transfer an SRO from his/her position at an assigned school, the Principal will recommend to the Superintendent or designee that the SRO be removed from the Program at his/her school, stating the reasons for the recommendation in writing. Within a reasonable period after receiving the recommendation to remove an SRO, the Superintendent or designee will meet with the Chief of Police or designee to mediate or resolve any problem that may exist between the SRO and staff at his/her assigned school. The SRO and/or staff from the impacted school may be present at the meeting upon mutual agreement of the Chief of Police and the Superintendent. If the matter cannot be resolved through reasonably held mediation efforts, then the SRO will be removed from the Program at the school and a replacement will be provided by the Richland Police Department.
 - b. RPD-Directed Replacement: RPD may elect to reassign an SRO to other duties within the Department for many reasons, to include promotion, career development opportunities for other personnel, discipline, etc. RPD retains the right to unilaterally reassign an SRO for any reason. Upon doing so, RPD shall provide the District adequate notice to effectively manage the change.
5. Consideration. The City shall pay the SROs' wages and benefits per the current Collective Bargaining Agreement (CBA) and provide appropriate police vehicles.
 - a. The District shall reimburse the City \$70,000 for the 2018-2019 school year under this four-year Agreement. Every year thereafter, on the anniversary of the effective date, the compensation paid by the District shall increase by an additional \$20,000. Annual increases shall occur until the District's payment obligation under this Agreement

reaches 50% of the then-current SROs' wages and benefits for services rendered as provided herein.

- b. The District acknowledges and anticipates that the SROs' wages and benefits will increase with each successive year of this Agreement based on existing and future CBAs between the City and the Richland Police Guild. Once the District's payment obligation under this Agreement reaches 50% of the then-current SROs' wages and benefits, the District shall continue to reimburse the City 50% of the SROs' then-current annual wages and benefits for so long as this Agreement remains in effect, to include increases that result from collective bargaining.
 - c. Security efforts provided by SROs at school functions occurring after regular school hours shall be billed at the fully-burdened hourly rate (including overtime, if applicable) and paid 100% by the District.
 - d. The District agrees to reimburse the City for 50% of the costs associated with training related to the SRO function. Such training includes Basic and Advanced SRO training provided by the National Association of School Resource Officers (or an equivalent training), as well as the annual Washington State SRO Conference.
6. Payment. Payment shall be due to the City within thirty (30) days of invoice. Invoices shall issue on a quarterly basis. Failure to remit payment as provided herein shall result in immediate termination of this Agreement at City's election. The City shall notify the District no later than December 31 each year of the anticipated annual personnel costs (wages and benefits) for the assigned SROs.
7. Term. This Agreement shall be effective upon the date of execution by the last signing Party, and shall remain in effect through the end of the 2021-2022 school year, with the termination date automatically adapting to correspond with any additional days added to the school calendar due to weather or other factors that affect attendance. On days when schools are not in session, the SROs shall report to RPD for assignments as determined by their police supervisor. This Agreement may be extended upon written agreement of both Parties. The City Manager or designee is authorized to administratively execute any such extension(s) of this Agreement.
8. Termination. This Agreement may be terminated without cause by either Party upon thirty (30) days' prior written notice. Notice shall be given as provided herein.
9. Relationship of Parties. The City is an independent contractor for purposes of this Agreement. The Officers assigned to the District to serve as SROs are employees of the City, and are subject to the City's control and supervision; provided, however, that SROs shall abide by the workplace policies of the District that are uniquely school-related and necessary for SRO integration into the school setting.

- a. The assigned Officers are subject to current procedures in effect for Richland Police Officers, including attendance at all mandatory training and testing to maintain his/her status as a Washington State Certified Law Enforcement Officer.
 - b. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
 - c. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee, and that no rights under City civil service, retirement, or personnel rules accrue to such person.
 - d. As employees of the City of Richland, SROs shall follow the chain-of-command as set forth in the City of Richland Policies and Procedures manual. In the performance of their duties, SROs shall coordinate and communicate with the building principal or designee to which they are assigned.
10. Officer Responsibilities. Provided that nothing herein is intended to create or constitute a relationship or duty for the assigned Police Officers or the City beyond the general duties that exist for law enforcement within the state, Officers assigned to the District as SROs shall:
- a. Act as a communication liaison with law enforcement agencies and cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.
 - b. Provide informational in-services and be a general resource for the District on issues related to alcohol and other drugs, violence prevention, gangs, safety and security.
 - c. Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify individuals who may be a disruptive influence on the school and/or students.
 - d. When a crime occurs, SROs will take the appropriate steps consistent with RPD policies. SROs will also provide information to the District on any investigations as allowed by state law.
 - e. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
 - f. When warranted under the circumstances, and within the specific knowledge and expertise of the Officer, advise the principal or designee on appropriate legal action,

to include removing a student from the campus, subject to the Officer's duties under the law.

- g. The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline. SROs are not to serve as lunchroom duties, regular hall monitors, bus duties, or general monitors of student conduct. If unusual/temporary problems in one of these areas arises, the SRO may assist District employees until the problem is solved.
 - h. SROs are required to wear a department-approved uniform while performing their duties for the District.
 - i. Investigations involving District staff will not be handled by SROs unless of an immediate nature.
 - j. SROs shall be responsible for discreetly transporting their duty rifle in and out of the building by concealing it in an appropriate duty bag or backpack. If a duty bag or backpack is not available, the weapon shall be moved in or out of the building only during non-school hours. Nothing in this paragraph applies to emergency situations in which the rifle needs to be deployed. The City shall provide a gun safe to be located in the immediate area of the SROs office for storage of the rifle during the time that the rifle is on school grounds.
11. Time and Place of Performance. The City will endeavor to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish substitute officers on days when regular SROs are absent due to illness or police department requirements, to include but not limited to: mandatory training, court appearances, and departmental meetings. The Officer's SRO activities will be restricted to their assigned school grounds except for:
- a. Follow up home visits when needed because of school-related student problems as determined at the SRO's discretion.
 - b. School-related off-campus activities when officer participation is requested by the principal and approved by RPD.
 - c. In response to off-campus school-related unlawful activity when deemed necessary by the SRO or their supervisor for the safety and protection of students and the public and when the regular Patrol Officer is not available.
 - d. In response to emergency police activities as determined by RPD. RPD reserves the right to reassign an SRO during the period of a law enforcement emergency as determined by the Chief of Police or designee.

12. Indemnification. The City and the District promise to defend, indemnify and hold harmless each other from any loss, claim or liability arising from or out of the negligent actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:
- a. Waive any defense arising out of RCW Title 51.
 - b. Limit the ability of the City or the District to exercise any right, defense, or remedy which it may have with respect to third parties or the employee(s) whose action or inaction give rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.
 - c. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
13. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed to the addresses provided below:
- | | |
|--|--|
| <p>City of Richland
Attn: Richland Chief of Police
871 George Washington Way
Richland, WA 99352</p> | <p>Richland School District
Attn: Superintendent
615 Snow Avenue
Richland, WA 99352</p> |
|--|--|
14. Modification. This Agreement may be amended only in writing approved by the City and the District.
15. Governing Law/Forum Selection. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement.
16. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

17. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and do not define, limit, extend or describe the scope of this Agreement.
18. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
19. Complete Agreement. This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly referenced in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Richland

Cynthia D. Reents
City Manager

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

Richland School District

Dr. Rick Schulte
Superintendent

Attest:

RSD Secretary

Approved as to Form:

Galt Pettett, RSD Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 152-18, Authorizing an Aquatic Lands Outfall Easement with the Washington State Department of Natural Resources

Department:
Public Works

Ordinance/Resolution Number:
152-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 152-18, authorizing the City Manager to sign and execute an Aquatic Lands Outfall Easement with the Washington State Department of Natural Resources.

Summary:

On June 1, 1983, the Washington State Department of Natural Resources (DNR) executed City of Richland Waste Outfall Lease No. 11972 for installation, operation and maintenance of the City's treated wastewater outfall. The lease granted the City authority to place its treated wastewater discharge pipeline in the Columbia River downstream of the Shilo Inn property.

The lease remained in effect until its expiration in June, 1995. Earlier this year, DNR contacted the City seeking to reestablish the property right necessary to support placement of the City's facility in the river. DNR's proposed property right document is an Aquatic Lands Outfall Easement containing a thirty (30) year term. Richland's best interests are served by executing the proposed easement instrument with DNR since the feasibility and cost of an alternative location for the City's wastewater outfall is unknown and likely unfavorable.

Staff recommends approval of Resolution No. 152-18, authorizing a 30-year Aquatic Lands Outfall Easement with the Washington State Department of Natural Resources.

Fiscal Impact:

The fee for this easement is estimated at less than \$10,000, which represents DNR's administrative costs associated with processing. \$38,658 is currently available in the Sewer Administration division of the Wastewater Utility Fund to cover the anticipated administrative costs.

Attachments:

1. Resolution No. 152-18
2. DNR Outfall Easement No. 51-080823

RESOLUTION NO. 152-18

A RESOLUTION of the City of Richland authorizing an Aquatic Lands Outfall Easement with the Washington State Department of Natural Resources.

WHEREAS, the Washington State Department of Natural Resources (DNR) granted the City of Richland Waste Outfall Lease No. 11972 ("Lease") on June 1, 1983 for installation, operation and maintenance of the City's treated wastewater outfall; and

WHEREAS, the Lease granted the City authority to place its treated wastewater discharge pipeline in the Columbia River downstream of the Shilo Inn property; and

WHEREAS, the discharge pipeline is a critically important element of the City's wastewater treatment system; and

WHEREAS, the Lease remained in effect until its expiration in June, 1995; and

WHEREAS, DNR is seeking to issue a new Aquatic Lands Outfall Easement for the outfall; and

WHEREAS, DNR drafted the proposed Aquatic Lands Outfall Easement for a term of thirty (30) years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute Aquatic Lands Outfall Easement No. 51-080823 with the Washington State Department of Natural Resources.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

When recorded, return to:
City of Richland
840 Northgate Drive
Richland, WA 99352



AQUATIC LANDS OUTFALL EASEMENT

EASEMENT NO. 51-080823

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Richland
Legal Description: Section 14, Township 09 North, Range 28 East, W.M.
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF RICHLAND, a government agency ("Grantee").

BACKGROUND

Grantee desires to use state-owned aquatic lands located in Benton County, Washington for the purpose of discharging effluent from an outfall pipeline. Grantee has obtained regulatory authorizations for this purpose including, but not limited to, a National Pollutant Discharge Elimination System ("NPDES") Permit.

State is willing to grant an easement for a term to Grantee in reliance upon Grantee's promises to operate the outfall in compliance with all laws and permits and in the manner as described in all regulatory authorizations.

Nonetheless, State's goals are to promote water re-use and reduce reliance on in-water disposal of waste effluent, storm water and other discharges that affect the use and environmental conditions of state-owned aquatic lands and associated biological communities. Therefore, future grants of easement rights will depend on Grantee's satisfactory progress toward implementation of reasonably practical disposal alternatives.

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property described in Exhibit A. In this agreement, the term "Easement" means this agreement and the rights granted; the term "Easement Property" means the real property subject to the easement.
- (b) This Easement is subject to all valid interests of third parties noted in the records of Benton County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee warrants that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area.
- (b) Grantee shall not rely on any written legal descriptions, surveys, plats, or diagrams ("property description") provided by State. Grantee shall not rely on State's approval or acceptance of Exhibit A or any other Grantee-provided property description as affirmation or agreement that Exhibit A or other property description is true and accurate. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. Grantee shall use the Easement Property for:

One wastewater outfall pipe (the “Permitted Use”),

and for no other purpose. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

- (a) Grantee shall not cause or permit any damage to natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use.
- (b) Unless approved by State in writing, Grantee shall not cause or permit any filling activity to occur on the Easement Property or adjacent state-owned aquatic land. This prohibition includes any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or other matter. Outfall discharges in full compliance with a valid NPDES Permit are not subject to this prohibition.
- (c) Grantee shall neither commit nor allow waste to be committed to or on the Easement Property or adjacent state-owned aquatic land.
- (d) Failure to Comply with Restrictions on Use.
 - (1) Grantee’s failure to comply with the restrictions on use under this Subsection 2.2 is a breach subject to Subsection 14.1. Grantee shall cure the breach by taking all steps necessary to remedy the failure and restore the Easement Property and adjacent state-owned aquatic lands to the condition before the failure occurred within the time for cure provided in Subsection 14.1. Additionally, Grantee shall mitigate environmental damages in accordance with Paragraph 2.2(d)(3).
 - (2) If Grantee fails to cure the default in the manner described in this Paragraph 2.2(d), State may terminate in accordance with Subsection 14.1. In addition, the State may (1) restore the Easement Property and adjacent state-owned aquatic lands and charge Grantee remedial costs and/or (2) charge Grantee environmental damages. Upon demand by State, Grantee shall pay all remedial costs and environmental damages.
 - (3) Mitigation of Environmental Damages
 - (i) Grantee shall prepare a written plan, subject to State’s approval, incorporating measures to (1) eliminate or minimize future impacts to natural resources, (2) replace unavoidable lost or damaged natural resource values, and (3) monitor and report on plan implementation. Grantee shall implement the plan upon State’s approval.
 - (ii) Grantee shall compensate State in accordance with Subsection 5.4 for lost or damaged resource values that are not replaceable.
 - (iii) If a regulatory authority requires Grantee to provide mitigation on state-owned aquatic lands, Grantee shall coordinate the proposed mitigation activities with state and obtain an appropriate use authorization prior to commencement of activities.

- (e) State's failure to notify Grantee of Grantee's failure to comply with all or any of the restrictions set out in this Subsection 2.2 does not constitute a waiver of any remedies available to State.
- (f) This Section 2.2 does not limit Grantee's liability under Section 8, below.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use of the Easement Property.

2.4 Liens and Encumbrances. Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public. Grantee shall mark the location and limits of the Improvements. The signs and notices shall identify the type of installation (e.g., an outfall pipe) and identify Grantee as the entity responsible for the Permitted Use and its maintenance. As required by applicable regulation, Grantee shall facilitate amendment of official navigational charts to indicate existence and location of submerged improvements.

2.6 Amendment Upon Change of Permit Status. State reserves the right to amend the terms and conditions of this Easement whenever any regulatory authority (1) modifies a permit in a manner affecting the provisions of this Easement or (2) allows for a change in the manner of outfall operation including, but not limited to, a change in the type, quality, or quantity of discharge.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years (the "Term"), beginning on the 1st day of April, 2018 (the "Commencement Date"), and ending on the 31st day of March, 2048 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement.

- (a) This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant subject to requirements in Paragraph 3.2(b). Grantee must apply for a new Easement at least one (1) year prior to Termination Date and State will respond with denial or consent within ninety (90) days.
- (b) Reduction of Discharge on State-Owned Aquatic Lands.
 - (1) Grantee warrants that Grantee considered alternatives to minimize impact of discharge as summarized in Exhibit B.
 - (2) At the time of application to renew the NPDES Permit, or every five (5) years, whichever is first, Grantee shall submit to State a report addressing progress to reduce discharges on state-owned aquatic land and associated biological communities. "Progress" means Grantee is analyzing or developing alternative disposal methods including, but not limited to, (1) reduction of inflow and infiltration; (2) groundwater recharge; (3) stream augmentation, industrial process supply, and/or agricultural application; (4) water conservation programs; (5) other water re-use projects, (6) low impact development, and (7) stormwater treatment processes.
 - (3) State will consider reports submitted under Subparagraph 3.2(b)(2) in evaluation of Grantee's application to enter into a new Easement. If reports demonstrate insufficient progress toward disposal alternatives that abate impacts to state-owned aquatic land and associated biological communities, State may either:
 - (i) Require Grantee to undertake investigation and analysis of reasonably practical disposal alternatives to the Permitted Use, or
 - (ii) Rely on State's alternatives analysis developed in accordance with WAC 332-30-122(2)(d) and other regulations.
 - (4) Grantee's failure to anticipate and conduct disposal alternatives investigation and analysis may delay or prevent issuance of a new Easement.

3.3 End of Term.

- (a) Upon the expiration or termination of this Easement, Grantee shall remove Improvements in accordance with Section 7, Improvements, and surrender the Easement Property to State restored to a condition substantially like its natural state before construction and operation of the outfall.
- (b) If Easement Property does not meet the condition described in Paragraph 3.3(a), the following provisions apply.
 - (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right of entry or other use authorization prior to the Grantee entering the Easement Property to remedy any breach of this Subsection 3.3.
 - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of

such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property prior to and during remedial action, and any administrative costs associated with the remedial action.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.230(1) payable on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities in connection with the use of the Easement Property.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

5.3 Failure to Pay. If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

5.4 Environmental Damages.

- (a) If required to mitigate for environmental damage under Paragraph 2.2(d)(3)(ii), Grantee shall compensate State for lost or damaged resource values upon State's demand. The value of damages shall be determined in accordance with Paragraph 5.4(b).
- (b) Unless the Parties otherwise agree on the value, a three-member panel of appraisers will determine the measure of lost or damaged resource values. The appraisers shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of damages on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.2 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Subsection 6.1, above.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Subsection 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.3 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.4 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.

- (f) “Improvements Owned by Others” are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Easement Property: one wastewater outfall pipe. The Improvements are Grantee-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Subsection 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements (“Work”).
- (b) Except in an emergency, Grantee shall not conduct any Work without State’s prior written consent, as follows:
 - (1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Easement Property. If Work is for removal of Improvements at End of Term, State may waive removal of any or all Improvements.
 - (2) Except in an emergency, Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Grantee and State otherwise agree to coordinate permit applications. At a minimum or if no permits are necessary, Grantee shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (3) State waives the requirement for consent if State does not notify Grantee of its grant or denial of consent within sixty (60) days of submittal.
- (c) Grantee shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State’s request, Grantee shall provide State with plans and specifications or as-builts of emergency Work.
- (d) Grantee shall not commence or authorize Work until Grantee has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee shall maintain the performance and payment bond until Grantee pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
 - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects (“Markers.”) If disturbance of a Marker will be a necessary consequence of Grantee’s construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee’s expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.

- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Subsection 3.3, End of Term.
- (h) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.
- (i) State shall not charge rent for authorized Improvements installed by Grantee during this Term of this Easement, but State may charge rent for such Improvements when and if the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for Improvements to be removed as provided in Subsection 7.4.

7.4 Grantee-Owned Improvements at End of Easement.

- (a) Disposition
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Subsection 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal or State determines that abandonment of Improvements is in the best interests of State.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the expiration, termination or cancellation date become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Grantee shall pay the costs of removal and disposal.
- (b) Determination of Removal or Abandonment.
 - (1) State may waive removal of any or all Grantee-Owned Improvements whenever State determines that it is in the best interests of the State. State will consider it in the best interests of the State to waive removal where abandonment is less detrimental than removal to the long term use and management of state-owned lands and resources.
 - (2) If Grantee renews the Easement or enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
 - (3) If Grantee does not renew the Easement or enter into a new Easement, State and Grantee shall coordinate removal or abandonment as follows:
 - (i) Grantee must notify State at least one (1) year before the Termination Date of its proposal to either leave or remove Grantee-Owned Improvements.
 - (ii) State, within ninety (90) days, will notify Grantee whether State (1) does not waive removal or (2) consents to abandonment.
- (c) Grantee's Obligations if State Consents to Abandonment.

- (1) Grantee shall conduct Work necessary for abandonment in accordance with Subsection 7.3.
 - (2) The submittal of plans and specifications shall identify means for plugging pipelines and notifying public of abandoned Improvements.
- (d) Grantee's Obligations if State Waives Removal.
 - (1) Grantee shall not remove Improvements if State waives the requirement for removal of any or all Grantee-Owned Improvements.
 - (2) Grantee shall maintain such Improvements in accordance with this Easement until the expiration, termination, or cancellation date. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Grantee ownership of the Improvements, or
 - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
 - (i) Require Grantee to remove the Improvements in accordance with Subsection 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
 - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) “Hazardous Substance” means any substance that 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, pollution, or cleanup, including, but not limited to, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. 6901 *et. seq.*, as amended; Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. 9601 *et seq.*, as amended; Washington’s Model Toxics Control Act (“MTCA”), Chapter 70.105D RCW, as amended; and Washington’s Sediment Management Standards, WAC Chapter 173-204.
- (b) “Release or threatened release of Hazardous Substance” means a release or threatened release as defined under any law described in Paragraph 8.1(a) or any similar event defined under any such law.
- (c) “Utmost care” means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Grantee’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Grantee’s use of the Easement Property.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) In relation to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of any Hazardous Substances on the Easement Property or on adjacent lands that allows Grantee to meet Grantee’s obligations under this Easement.

8.4 Use of Hazardous Substances.

- (a) Grantee, its, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Grantee's use of the Easement Property.
- (c) If use of Hazardous Substance related to the Permitted Use results in a violation of an applicable law:
 - (1) Grantee shall submit to State any plans for remedying the violation, and
 - (2) State may require remedial measures in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination.

- (a) Grantee shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities;
 - (2) Result in human or environmental exposure to contaminated sediments;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation.
- (b) Grantee shall not interfere with access by:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of any Hazardous Substance;
 - (3) Any lien or action arising from the foregoing;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to the Easement Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous

Substances could arise from the Grantee's use of the Easement Property, and any other property used by Grantee in conjunction with Grantee's use of the Easement Property where a release or the presence of Hazardous Substances on the other property would affect the Easement Property.

- (c) Grantee shall provide State with copies of all documents concerning environmental issues associated with the Easement Property, and submitted by Grantee to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits (NPDES); Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.
- (b) Grantee shall fully indemnify, defend, and hold State harmless from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees occurring anytime Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Grantee, its contractors, agents, employees, guests, invitees, or affiliates occurring anytime Grantee uses or has used the Easement Property.
- (c) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Subsection 8.5.
- (d) Third Parties.
 - (1) Grantee has no duty to indemnify State for acts or omissions of third parties unless Grantee fails to exercise the standard of care required by Paragraph 8.2(b)(2). Grantee's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
 - (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Grantee failed to exercise care as described in Subparagraph 8.7(d)(1), Grantee shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This includes any liabilities arising before the finding or holding in the proceeding.
- (e) Grantee is obligated to indemnify under the Subsection 8.7 regardless of whether a NPDES or other permit or license authorizes the discharge or release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either Party may have against the other under law.
- (b) This Easement affects no right, claim, immunity, or defense either Party may have against third parties, and the Parties expressly reserve all such rights, claims, immunities, and defenses.
- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either Party from, or affect the liability of either Party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Subsection 8.4 results in a release of Hazardous Substances, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law. Cleanup actions include, without limitation, removal, containment, and remedial actions.
- (b) Grantee's obligation to undertake a cleanup under Section 8 is limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards.
- (c) At the State's discretion, Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) Grantee shall conduct sediment sampling, if required, in accordance with Exhibit B.
- (b) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (c) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 8.4, above, Grantee shall promptly reimburse State for all costs associated with such Tests.

- (d) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Grantee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Grantee shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical.
- (e) Grantee is entitled to obtain split samples of any Test samples obtained by State, but only if Grantee provides State with written notice requesting such samples within twenty (20) calendar days of the date of Grantee's receipt of notice of State's intent to conduct any non-emergency Tests. Grantee solely shall bear the additional cost, if any, of split samples. Grantee shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Grantee a bill with documentation for such costs.
- (f) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either Party to this Easement shall provide the other Party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Easement Property performed by or on behalf of State or Grantee. There is no obligation to provide any analytical summaries or the work product of experts.

8.11 Closeout Assessment.

- (a) State has discretion to require Grantee to conduct a Closeout Environmental Assessment ("Closeout Assessment") prior to Termination of the Easement.
- (b) The purpose of the Closeout Assessment is to determine the existence, scope, or effects of any Hazardous Substances on the Easement Property and any associated natural resources. The Closeout Assessment may include sediment sampling.
- (c) State shall provide Grantee with written notice that a Closeout Assessment is required no later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of any valid notice to terminate the Easement earlier than originally agreed.
- (d) Within sixty (60) days of State's notice that Closeout Assessment is required and before commencing assessment activities, Grantee shall submit a proposed plan for conducting the Closeout Assessment in writing for State's approval.
- (e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, State waives requirement for approval.
- (f) Grantee shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.
- (g) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjacent property, any other property subject to use by Grantee in conjunction with its use of the Easement Property, or on any associated natural resources.
- (h) Grantee shall submit Closeout Assessment to State upon completion.
- (i) As required by law, Grantee shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property or grant any rights or franchises to third parties without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Permitted Use or activities related to the Permitted Use by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
- (b) "Claim" as used in this Subsection 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury; sickness; disease; death; damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources; and loss of natural resource values. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property and damages resulting from loss of use of the Easement Property.
- (c) Grantee is obligated to indemnify under this Subsection 10.1 regardless of whether any other provision of this Agreement or NPDES or other permit or license authorizes the discharge or release of a deleterious substance resulting in a claim.
- (d) No damages or fees paid by Grantee to State under other provisions of this Easement are a setoff against Grantee's obligation to indemnify under this Subsection 10.1
- (e) State shall not require Grantee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (f) Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (g) Section 8, Environmental Liability/Risk Allocation, exclusively governs Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Alternative for Self-Insured. Grantee certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Subsection 10.2 and by Subsection 10.3, Insurance Types

- and Limits. Grantee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Grantee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism.
- (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) The State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees must be named as an additional insured on all general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies.
 - (4) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
- (1) Grantee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference additional insureds and the Easement number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, in accordance with the following:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of

- cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement will be adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.

- (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
 - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity includes all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et. seq.*) may require Grantee to provide insurance coverage for longshore and harbor workers other than seaman. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Grantee is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Grantee is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Grantee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Pollution Legal Liability Insurance.
 - (1) Grantee shall procure and maintain for the duration of this Easement pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Grantee shall maintain coverage in an amount of at least:
 - (i) Two Million Dollars (\$2,000,000) each occurrence for Grantee's operations at the site(s) identified above, and

- (ii) Four Million Dollars (\$4,000,000) general aggregate or policy limit, if any.
- (2) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:
 - (i) The Insurance Certificate must state that the insurer is covering Hazardous Substance removal.
 - (ii) The policy must contain no retroactive date, or the retroactive date must precede abatement services.
 - (iii) Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the Easement Property.
 - (iv) The extended reporting period (tail) must be purchased to cover a minimum of thirty-six (36) months beyond completion of work.
- (e) **Property Insurance.**
 - (1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, improvements and betterments. Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. The policy must include State as an insured and a loss payee.
 - (2) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned on such proceeds, for use according to the terms of this Easement. The Parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).
 - (3) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged Improvements to their former condition, or
 - (ii) Replace and restore damaged Improvements with new Improvements on the Easement Property of a quality and usefulness at least equivalent to, or more suitable than, damaged Improvements.

10.4 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain during the Term of this Easement a corporate security bond or provide other financial security that State may approve ("Security"). Grantee shall provide Security in an amount equal to Zero Dollars (\$0.00), which is consistent with RCW 79.105.330, and secures Grantee's performance of its obligations under this Easement, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation.

- Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Grantee may submit a request to risk manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
 - (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation, if any,
 - (ii) As a condition of approval of assignment of this Easement,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
 - (d) Upon any default by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Easement because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, or any part thereof, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Grantee shall, at its sole cost and expense, keep and maintain the Easement Property and all improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition.
- (b) Grantee shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any improvements on the Easement Property which may be required by any public authority having jurisdiction over the Easement Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Section 11.2(d), all additions, repairs, alterations,

replacements or changes to the Easement Property and to any improvements on the Easement Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.

- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.
- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.
- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct, repair, or replace any Improvements in accordance with Subsection 7.3, Construction, Major Repair, Modification, and Demolition, as nearly as possible to its condition immediately prior to the damage or destruction. Where damage to state-owned aquatic land or natural resources is attributable to the Permitted Use or related activities, Grantee shall promptly restore the lands or resources to the condition preceding the damage in accordance with Subsection 7.3 unless otherwise agreed in writing.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

12.3 Insurance Proceeds. Grantee's duty to reconstruct, repair, or replace any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements. In the event of a partial taking, the Parties shall compute the ratio based on the portion of

Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 TERMINATION

14.1 Termination by Breach. State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. State shall provide Grantee written notice of breach. Grantee shall have sixty (60) days after receiving notice to cure. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days.

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State. Grantee's rights revert to State upon Termination by Nonuse.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate.

SECTION 15 NOTICE AND SUBMITTALS

15.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division / Rivers District
PO Box 280 / 601 Bond Rd
Castle Rock, WA 98611

Grantee: CITY OF RICHLAND
840 Northgate Drive
Richland, WA 99352

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

15.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: Aquatic Land Manager

360-740-6847 (phone)
360-748-2387 (fax)
aquaticleasing.rivers@dnr.wa.gov

Grantee: City of Richland
840 Northgate Drive
Richland, WA 99352
509-942-7504
www.ci.richland.wa.us

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations. This Easement is entered into by State pursuant to the authority granted it in Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 RCW and the Constitution of the State of Washington.

16.2 Successors and Assigns. This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word “Grantee” as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word “persons,” whenever used, includes individuals, firms, associations, and corporations. The word “Parties” means State and Grantee in the collective. The word “Party” means either or both State and Grantee, depending on context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Recordation. At Grantee’s expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Easement Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number.

16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

16.13 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.14 Exhibits. All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF RICHLAND

Dated: _____, 20__

CYNTHIA D. REENTS, ICMA-CM
City Manager
505 Swift Boulevard, MS-4
Richland, WA 99352
(509) 942-7381

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

KRISTIN SWENDDAL
Acting Deputy Supervisor for Aquatics, Geology
and IT
1111 Washington Street SE
Olympia, WA 98504

Approved as to form this
29th day of June 2015
Terry Pruitt, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Benton)

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

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that KRISTIN SWENDDAL is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for Aquatics, Geology and IT of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

**EXHIBIT A
LEGAL DESCRIPTION**

Agreement Number 51-080823

Recording number of final DNR approved survey in Benton County:

AFN 2007-033144 (Book 01 Page 3799 of Surveys) 10/05/2007

Legal description of the Property:

Located in a portion of Section 14, Township 09 North, Range 28 East, W.M.

Square footage of each use classification:

Active Outfall:

Water-dependent	<u>0.0</u>
Nonwater-dependent	<u>8,592.0</u>
Public Access	<u>0.0</u>
Total square feet	<u>8,592.0</u>

Easement Total Square Footage: 8,592.0

EXHIBIT B
PLAN OF OPERATIONS

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities

One 48 inch diameter outfall pipe with seven 12 inch ports owned by the City of Richland and authorized under this agreement 51-080823.

B. Proposed Facilities.

Grantee proposes no new facilities or work.

2. ADDITIONAL OBLIGATIONS

A. National Pollutant Discharge Elimination System (NPDES) permit

- i. The NPDES Permit start date is August 3, 2016 and requires renewal at least every 5 years.
- ii. Grantee shall notify State when they contact the Department of Ecology to apply or renew a National Pollutant Discharge Elimination System (NPDES) permit.
- iii. Grantee shall notify State of any proposed changes/additions/deletions to the NPDES permit and allow State a reasonable period to comment.
- iv. Grantee shall submit to State all NPDES Outfall Evaluation Reports to the Department of Ecology.

B. Reduction of Discharge On State-Owned Aquatic Lands

The City of Richland wastewater treatment plant is classified as a Class IV plant using the classification system listed in WAC 173-230-140. The treatment plant currently serves a population of approximately 53,078. The Richland wastewater treatment plant was built in 1985 to treat up to 11.4 million gallons per day (MGD); as of March 2018 the plant is treating 6.12 MGD of effluent. As the population of the City grows beyond existing treatment capabilities, built-in design flexibility allows for the construction of additional facilities, which will double the treatment capacity of the plant beyond 11.4 MGD.

C. Sediment Sampling

Sampling shall include the discharge depositional zone. It should comply with Department of Ecology (Ecology) requirements in the [Sediment Management Standards](#), and [Sediment Cleanup User's Manual II \(SCUM II\)](#). DNR has the discretion to request any/all of the following:

New discharges:

- Baseline: Conducted before the outfall is commissioned (for discharges that may be in an area of potential contamination)

- Interim: Conducted within 5 years of commencement of effluent discharge to determine if effluent is impacting sediment (if there is no impact this sampling requirement will be satisfied)
- Close-out sampling within 5 years of termination of the easement

Existing discharges:

- Initial: Conducted before the easement is approved
- Close-out sampling within 5 years of termination of the easement

Written Report: Following each sampling event, Grantee shall submit to State a written report of the Sampling & Analysis Plan and a written and electronic Data Report in the format of [Environmental Information Management \(EIM\) System](#) (Study information, and Location, Result and Bioassay data) to State and the Department of Ecology.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 153-18, Authorizing a First Amendment to the Horn Rapids Landfill Gas-to-Fuel Project Gas Purchase and Site License Agreement with W.R. Henderson Construction, Inc.

Department:

Public Works

Ordinance/Resolution Number:

153-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 153-18, authorizing the City Manager to sign and execute a First Amendment to the Horn Rapids Landfill Gas-to-Fuel Project Gas Purchase and Site License Agreement with W.R. Henderson Construction, Inc. to extend the design period.

Summary:

On December 19, 2017, Council approved Resolution No. 231-17 authorizing a Gas Purchase and Site License Agreement ("Agreement") with W.R. Henderson Construction, Inc. to develop the landfill gas generated at the Horn Rapids Landfill for commercial use.

The Agreement defined four distinct phases for completing the project, including a due diligence period of 120 days, an engineering design period of 120 days, a construction period of 180 days, and the initiation of operation within an additional 60-day period. W.R. Henderson completed work associated with the due diligence period, and concluded that conditioning the landfill gas to meet the renewable natural gas standard set by the local franchisee, Cascade Natural Gas, for delivery to their distribution system was the most viable option. Due to the unique nature of this type of venture, and no real past practice for Cascade Natural Gas to draw from, negotiations on a final renewable natural gas standard has taken longer than anticipated.

Progress is being made on completion of the work associated with the design period. W.R. Henderson Construction, Inc. believes that extending the design period by an additional 180 days will allow successful completion of this milestone under the Agreement.

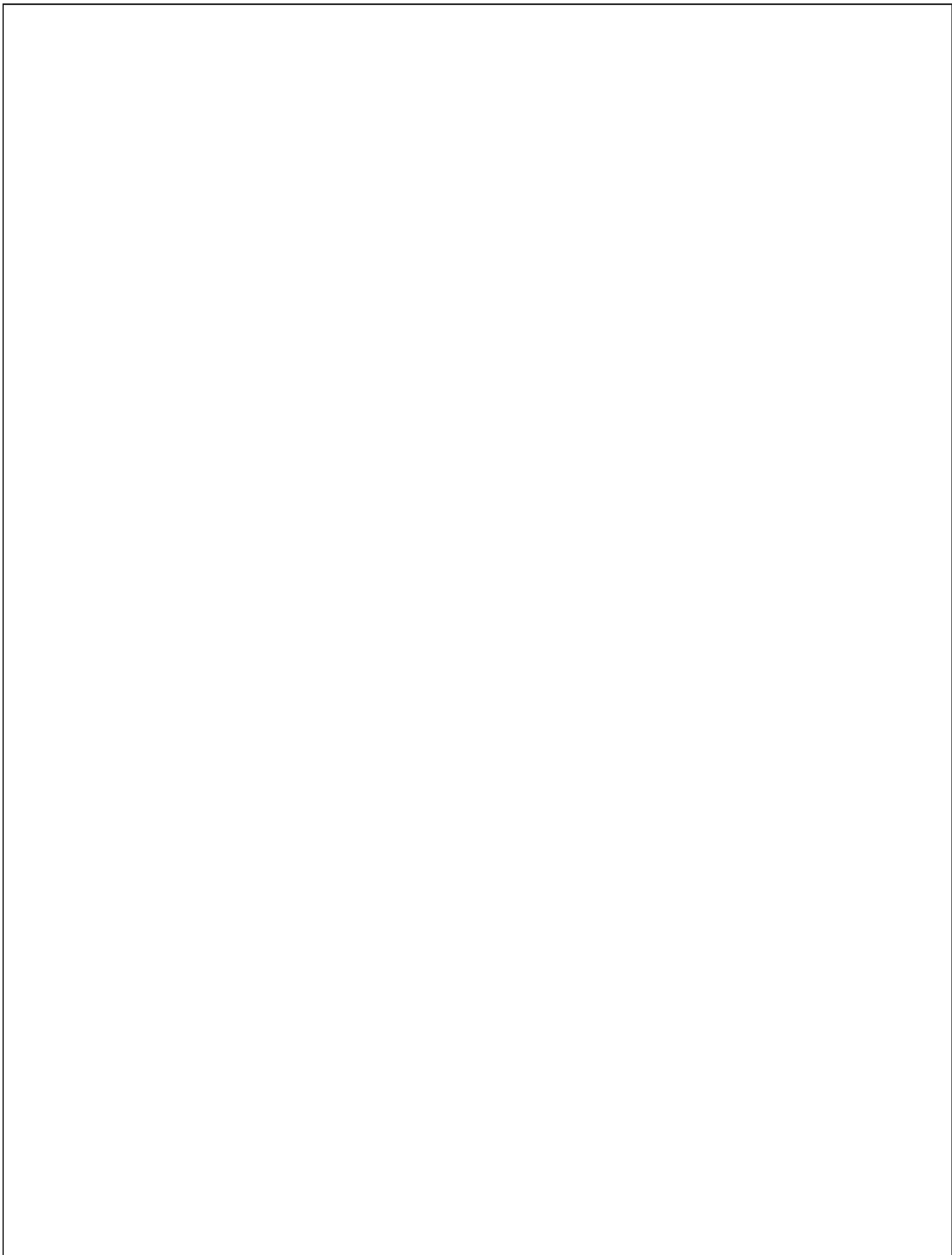
Staff recommends approval of the time extension through a first amendment to the Agreement as success under the Agreement is in the City's best interest. W.R. Henderson's proposal was far more favorable than others received, and it is unlikely that a more favorable contract would be available to the City if this contract were terminated. Staff recommends approval of Resolution No. 153-18.

Fiscal Impact:

The Agreement requires no funding from the City. If the project proceeds to commercial operation as planned, the City will receive monthly compensation of \$6,000 to \$72,000 per year for the next fifteen (15) years. Extending the design period potentially delays receipt of compensation.

Attachments:

1. Resolution No. 153-18
2. First Amendment - Horn Rapids Landfill Gas Purchase & Site License Agreement



RESOLUTION NO. 153-18

A RESOLUTION of the City of Richland authorizing a First Amendment to the Gas Purchase and Site License Agreement with W.R. Henderson Construction, Inc.

WHEREAS, the City of Richland and W.R. Henderson (WRH) entered into a Gas Purchase and Site License Agreement on December 22, 2017, Richland Contract No. 327-17, with respect to the Horn Rapids Landfill Gas-to-Fuel Project; and

WHEREAS, WRH has completed the required due diligence to determine that the landfill gas and the facility site are sufficient to support a commercially viable renewable natural gas generation system; and

WHEREAS, WRH has determined that converting landfill gas to compressed natural gas (CNG) is the most viable and highest value end use; and

WHEREAS, the City has a franchise agreement with Cascade Natural Gas for delivery and sale of CNG within the City; and

WHEREAS, WRH has been coordinating with Cascade Natural Gas on gas quality and other requirements associated with connecting to their distribution system; and

WHEREAS, due to the unique nature of this request, Cascade Natural Gas has requested additional time to develop these requirements and formalize an agreement with WRH; and

WHEREAS, WRH has requested a 180-day extension of the existing 120-day design period to complete its design of the Horn Rapids Landfill Gas Facility to account for an extended coordination period with Cascade Natural Gas; and

WHEREAS, the proposed extension is a reasonable request that keeps the original goal of the Horn Rapids Landfill Gas-to-Fuel project on the path to success.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a First Amendment to the Gas Purchase and Site License Agreement with W.R. Henderson Construction, 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 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

**FIRST AMENDMENT TO THE
HORN RAPIDS LANDFILL GAS-TO-FUEL PROJECT
GAS PURCHASE AND SITE LICENSE AGREEMENT**

**Between
CITY OF RICHLAND
And
W.R. HENDERSON CONSTRUCTION, INC.**

This **First Amendment** to the December 22, 2017 Gas Purchase and Site License Agreement (hereinafter “Original Agreement”) is made and entered into on this ____ day of November, 2018, by and between the **City of Richland**, a Washington municipal corporation (“City”) and **W.R. Henderson Construction, Inc.**, an Idaho corporation (“WRH”). City and WRH are referred to individually herein as a “Party” and collectively, as the “Parties.”

I. Recitals

WHEREAS, the City and WRH entered into a Gas Purchase and Site License Agreement on December 22, 2017, Richland Contract No. 327-17, with respect to the Horn Rapids Landfill Gas-to-Fuel Project; and

WHEREAS, WRH has completed the required due diligence to determine that the Landfill Gas and the facility site are sufficient to support a commercially viable Renewable Natural Gas generation system; and

WHEREAS, WRH has determined that converting landfill gas to compressed natural gas is the most viable and highest value end use; and

WHEREAS, the City has a franchise agreement with Cascade Natural Gas for delivery and sale of CNG within the City; and

WHEREAS, WRH has been working with Cascade Natural Gas on gas quality and other requirements associated with connecting to their distribution system; and

WHEREAS, due to the unique nature of this request, Cascade Natural Gas has requested additional time to develop these requirements and formalize an agreement with WRH; and

WHEREAS, WRH has requested an extension of 90 days to the existing 120 day Design Period to complete its design of the Horn Rapids Landfill Gas Facility to account for the extended coordination period with Cascade Natural Gas.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and WRH hereby agree as follows:

II. Agreement

1. Section 4.1.1.2 *Design Period* is modified to read: Following completion of its Due Diligence Period and a determination that the Landfill Gas and the facility site are sufficient to support a commercially viable RNG generation system and that interconnection and transmission are viable at the Facility Site, WRH shall use the next 210 days (“Design Period”) to design the Horn Rapids LFG Facility, including completion of the site plan, the building plan, and the design of the LFG Collection, Transmission and Interconnection System. WRH may, as part of its LFG Facility design, propose modifications or additions to the City’s LFG Collection System, either the portion of the system presently in place or the portion of the system intended to be installed in 2020. The City retains the authority to approve or deny approval of the WRH proposed changes when, in the City’s judgment, such changes may compromise the City’s ability to comply with its regulatory compliance obligations. WRH shall be responsible for the entire cost of modifications or additions that WRH proposes to the City’s existing or planned LFG Collection System.
2. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
3. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
4. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written above.

City of Richland

W.R. Henderson Construction, Inc.

Cynthia D. Reents, City Manager

By: _____
Its: _____

ATTEST:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 155-18, Authorizing a Bulk Printing and Mailing Services Agreement with InfoSend, Inc.

Department:

Administrative Services

Ordinance/Resolution Number:

155-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 155-18, authorizing the City Manager to sign and execute an agreement to acquire bulk printing and mailing services for utility services from InfoSend, Inc. through a cooperative purchasing agreement.

Summary:

The City processes all bulk printing and mailing services for utility services. This work is currently performed by Finance (Customer Service) and Communication & Marketing. The process is laborious and requires specialty machinery for printing and mailing. The City has discovered that the process is not efficient given the frequent mechanical issues and the constant need for adequate staffing back-up/coverage.

Most agencies outsource bulk printing and mailing services for their utility services due to the identified challenges. A third-party vendor is able to provide adequate coverage with timely processing of these services. Based on the appeal of outsourcing to a third-party vendor, the City has determined to "piggyback" onto an existing cooperative purchasing agreement to acquire these services.

RCW 39.34.030 and RMC 3.04.100 allow the City to waive the requirements of the formal bid process in favor of another agency's cooperative purchasing agreement so long as the solicitation for the cooperative purchasing agreement meets all City's requirements. Richland's Purchasing Manager confirms that the solicitation and contract between City of Yakima ("Yakima") and InfoSend, Inc. meets all requirements set forth in RCW 39.34.030 and RMC 3.04.100.

The piggybacking process allows the City to execute an agreement directly with InfoSend, Inc. for services. The contract will dictate the cost of services to be billed for each transport as described. Given the City's estimated utility bills processed monthly, the agreement with InfoSend, Inc. shall not exceed \$250,000 on an annual basis. The contract is set to terminate on May 22, 2019, unless Yakima extends the agreement on a year-to-year basis up to four (4) years, at which point the City will also have the option to extend.

Staff recommend approval of Resolution No. 155-18.

Fiscal Impact:

Funding is currently in the General Fund. For the 2018 and 2019 budgets, this service is currently in salaries, benefits, postage and operating & supplies, which will be transferred to contract services to cover costs. The cost will not exceed \$250,000 on an annual basis, and is not projected to be an increase over the current cost of processing bulk mail in-house.

Attachments:

1. Resolution No. 155-18
2. Contracting Documents for Bulk Printing and Mailing Services

RESOLUTION NO. 155-18

A RESOLUTION of the City of Richland authorizing an agreement with InfoSend, Inc. for bulk printing and mailing services for utility billing.

WHEREAS, RCW 39.34.030 and RMC 3.04.100 allow for waiver of the City's formal solicitation process when a suitable cooperative purchasing agreement is available; and

WHEREAS, the acquisition of goods or services under an established cooperative purchasing agreement (also known as "Piggybacking") allows the City to use the terms and conditions of an established contract in lieu of a formal bid process; and

WHEREAS, although the City has historically performed the function of bulk printing and mailing services for utility billing services, the City seeks to outsource this service to a third-party bill print and mail services vendor to alleviate staffing and machinery issues, and to ensure timely services; and

WHEREAS, the City of Yakima contracted with InfoSend, Inc. for bulk printing and mail services. The contract between the City of Yakima and InfoSend, Inc. is a cooperative purchasing agreement available to the City; and

WHEREAS, Yakima's solicitation process met the City's requirements and specifications for outsourcing bulk printing and mail services for utility billing services; and

WHEREAS, the City will pay InfoSend, Inc. the same rates and fees for bulk printing and mail services as those paid by the City of Yakima; and

WHEREAS, the terms of the City's agreement with InfoSend, Inc. will mirror those found in the City of Yakima's contract, to include an initial term of one (1) year from its effective date of May 22, 2018, and a possible option to extend on a year-to-year basis for up to four (4) additional years depending on whether the City of Yakima acts on its option to extend the 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 contract agreement with InfoSend, Inc. for bulk printing and mailing services.

BE IT FURTHER RESOLVED that, based on current and estimated costs related to the production and mailing expenses associated with the utility billing services performed by the Finance and Communication & Marketing divisions, the contract amount shall not exceed \$250,000 annually.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

COOPERATIVE BID CONTRACT CITY OF RICHLAND AND INFOSEND, INC.

Services for Bulk Printing & Mailing Services for Utility Services

Not to Exceed Amount (Annually): \$250,000

Consultant Name: InfoSend, Inc.

Cooperative Purchasing Agreement (Piggyback) RFP No. 11807P, City of Yakima, Yakima, WA

Terms: Cooperative Contract No. 11807P / Cooperative Purchase Agreement

Exhibit A: RFP Number: 11807P

Exhibit B: Professional Services Agreement – City of Yakima and InfoSend, Inc.

COOPERATIVE BID CONTRACT AMONG CITY OF RICHLAND WASHINGTON AND INFOSEND, INC., FOR UTILITY BILL PRINT AND MAIL SERVICES

This Agreement entered into as of _____ in Anaheim, California, by and between **InfoSend, Inc.** having its main office at 4240 E. La Palma Ave, Anaheim, California 92807 and **City of Richland Washington**, "Client" having its main office at: 505 Swift Boulevard, Richland, WA 99352. InfoSend's primary phone number is (714) 993-2690.

RECITALS

WHEREAS, on May 22, 2018, the City of Yakima Washington entered into an Agreement with InfoSend after a competitive solicitation process for Bulk Printing and Mailing Services for Utility Services, RFP No. 11807P.

WHEREAS, pursuant to the Washington State Interlocal Cooperative Act (RCW 39.34) and the Client's procurement policy, the Client is authorized to utilize cooperative bidding contracting to utilize contracts awarded by other public agencies when it is in the Client's best interest to do so; and

WHEREAS, the Client desires to purchase Bulk Printing and Mailing Services for Utility Bills on the same terms and conditions set forth in the agreement entered into between InfoSend and the City of Yakima, with the exception of volume pricing reflected in Appendix A of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The "Initial Term" of this Agreement shall be a period of twelve (12) months from its effective date. The City may, at its option, extend the Contract on Subsequent twelve (12) month "Renewal Periods" up to, but not to exceed, the final expiration of the City of Yakima contract term. Term shall automatically commence upon the renewal of any term (Initial Term or Renewal Period) unless either party shall:

- Execute a mutually agreeable Agreement Amendment prior to the expiration of the current term that documents a different mutually agreeable renewal period length. No renewal period shall exceed the life of the City of Yakima contract.
- Either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel.

This Agreement automatically terminates any prior contracts, terms or agreements previously executed between InfoSend and Client to cover the same services contained in this Agreement, unless specifically referenced herein.

3. **Incorporation by Reference.** Professional Services Agreement for Bulk Printing and Mailing Services between InfoSend and the City of Yakima, consisting of 20 pages and all documents incorporated by reference therein, and InfoSend's Proposal are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of CONTRACT Documents.** If there is a conflict between CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- | | |
|---------|--|
| First: | This Document consisting of 7 pages. |
| Second: | Professional Services Agreement for Bulk Printing and Mailing Services between InfoSend and the City of Yakima and all documents incorporated by reference therein |

City of Richland, Washington

Name: CYNTHIA D. REENTS
Title: City Manager
Signature: _____
Date: _____

InfoSend, Inc.

Name: _____
Title: _____
Signature: _____
Date: _____

ATTEST:

Name: MARCIA HOPKINS
Title: City Clerk
Signature: _____

APPROVED AS TO FORM:

Name: HEATHER D. KINTZLEY
Title: City Attorney
Signature: _____

APPENDIX A – FEE SCHEDULE

InfoSend Fee Summary for City of Richland

Initial Set-up Fees

Implementation and optional services fees.

Professional Services Fees	Please pick from one of the options below: Option 1 - Express PDF Implementation: \$0.00 - WAIVED With this option you control the formatting of your documents and do not pay maintenance fees. Option 2 - Data-Only (e.g. flat files, XML) Implementation: \$0.00 - WAIVED When this option is selected InfoSend creates, hosts and maintains an application to generate your bills. Your current document design will be matched. Please note that data manipulations are not part of the standard offering. Document Redesign Service: \$0.00 - WAIVED We will assist you in redesigning the format of your printed documents if needed. We will become responsible for later changing the format of the documents, if needed (Professional Services Fees will apply for future changes). Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged professional service fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.
-----------------------------------	--

Processing

The individual prices shown in the table below apply only to InfoSend's standard Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

Primary Services	Data Processing Print & Mail service	Per Item	Options Below:
		All Utility Bills and Notices (Per Sheet) Est. Volume 27,000 documents/month Daily cycles 4 equals CMYK (full color). up to 3/3 Printing \$0.050 4/0 or 4/1 Printing \$0.052 4/4 Printing \$0.061 <i>Pricing assumes the use of materials options listed in the materials section.</i>	
		Inline Inserts (Per Sheet) Price for inserts printed on demand as additional pages. Overages not necessary for Inline Insert printing. Material pricing on following page. Pricing depends on color setup for printing as outlined above.	Subtract \$0.02 from color tier above.
		Multiple Page Mail Piece Surcharge – Handwork This surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.	\$0.25
		Postage (for all job types) You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to qualify for presort discounts.	Pass Through
		Electronic Address Updates – NCOALink or ACS InfoSend electronically reports the addresses that have changed due to customers filing a Change of Address with the USPS. Cost is per reported update.	\$0.25
		Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces are delivered to the USPS within one (1) business day . If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM for the file to be mailed by the next business day. Excludes materials, sales tax (where applicable), and postage. A postage deposit will be required prior to go live. For the quoted prices to apply InfoSend must have the right to combine data files sent by your organization with other files you have sent, when possible. Higher pricing applies if files must be printed separately.	

Materials

Materials	Statement, Invoice, or Letter Paper Stock		
	All Documents: white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. The larger 8.5x14" format is supported at a higher material cost and higher printing cost. All of your content will be digitally printed on the plain white paper in black, black plus one color, or full color per the printing option from the prior table that you select before implementation.	Per Sheet	\$0.015
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI). InfoSend has not provided pricing for preprinted envelopes due to the City's response in the Q&A of this bid. Standard envelopes industry best practice from a disaster recovery and backup perspective are also about 50% of the cost of custom preprinted. InfoSend standard #10 and #9 envelopes are stocked at each of InfoSend's three production facilities.	Per Standard Envelope	Options Below:
		#10 InfoSend Standard Double Window Outgoing Envelope	\$0.016
		#9 InfoSend Standard Single Window Return Envelope	\$0.014
	Other Envelopes		
	Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.16

Client Initial _____ InfoSend Initial _____

Optional Services

Inserting Fee - Drop-Shipped Inserts & InfoSend-Printed Offline Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. There is no additional service cost to use selective inserting that selectively includes inserts with certain bill types as long as a minimum of 3,000 customers are targeted (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	\$0.01
Print Messages on the Outside of the Standard Envelope Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This type of printing is referred to as “sniping” and usually used to print temporary content on one or two months’ worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for you. Price depends on the artwork you’d like to print – number of colors and whether it prints on one or both sides of the envelope. Price is quoted upon request.	Per Envelope	TBD
Print Image Archive Each bill is stored as a PDF and indexed in a database where you may search by account number or other key fields. You are charged one up-front fee per document to process, index, and store it for a set number of months. The PDFs are accessed by using a browser-based application and logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs. <i>This service includes outbound mail tracking at no additional cost.</i> You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills. <i>Only available with mail sent using First-Class Postage.</i>	Per PDF (No Set-up Fee)	\$0.01 - For 12 Months of Retention \$0.017 - For 24 Months of Retention \$0.024 - For 36 Months of Retention
Electronic Inserts PDF copies of your physical inserts can be included in the Print Image Archive at an additional cost. This will let your team see exactly which inserts were delivered with each mail piece. This will also allow you to include the inserts in the eBill PDFs that are presented and/or emailed to customers if you use an InfoSend eBusiness service that delivers eBills to your customers or if you use a third party application that pulls the PDFs from InfoSend's Print Image Archive API to present to your customers.	Per Insert (No Set-up Fee)	\$0.01
Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	\$150.00

Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

29,000 mail pieces per month x \$0.378 x 2 = \$21,924.00

EXHIBIT A
RFP Number 11807P

City of Yakima
NOTICE TO PROPOSERS
RFP No. 11807P

Notice is hereby given by the undersigned that electronic sealed Requests for Proposals will be accepted via PublicPurchase.com until the hour of 11:00:00 AM on February 23, 2018. At such time, proposals will be publicly opened in Yakima City Hall, Council Chambers, located at 129 N. 2nd Street, Yakima, Washington 98901. At such time, Proposers names will be publicly read for:

Bulk Printing and Mailing Services for Utility Services

[Instructions to register with PublicPurchase.com and submit proposals online](http://PublicPurchase.com) are available at www.yakimawa.gov/services/purchasing . Paper submittals will not be accepted.

The City of Yakima reserves the right to reject any and all RFP's. The City of Yakima hereby notifies all proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 25th day of January, 2018.

Maria Mayhue, CPPO
Senior Buyer

Publish on January 25 and 26, 2018



CITY OF YAKIMA REQUEST FOR PROPOSAL # 11807P
COVER SHEET

THIS IS NOT AN ORDER

RFP Release Date: January 25, 2018

Proposal Receipt: Proposers must first register with PublicPurchase.com and Proposal shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal late, the electronic system will not receive it. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of Proposal opening, unless otherwise noted.

RFP's ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM

Purchasing For:

City of Yakima – Utility Services
129 N 2nd Street
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Maria Mayhue, Senior Buyer

Proposals Must be completely uploaded by:

February 23, 2018 at 11:00:00 AM PST

Public Opening ☒

Phone

(509) 575-6094

E-Mail Address

maria.mayhue@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Bulk Printing and Mailing Services for Utility Services

Enter Prompt Payment Discount: ____% net ____days

Mailing Schedule per Specifications.

☐ Check if you are a WMBE or DBE Vendor and list certification Number: ____

☐ I hereby acknowledge receiving **addendum(a)** ____, ____, ____, ____, ____, (use as many spaces as addenda received)

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima in this Request for Proposal and all terms of our Proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Email Address

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ATTACHMENT A: SAMPLE CERTIFICATE OF INSURANCE

ATTACHMENT B – SEPARATE DOCUMENT: SAMPLE BILLING SCENARIO FOR POSTAGE COST PROPOSAL

ATTACHMENT C – SEPARATE DOCUMENT: SAMPLE NOTICES

I. DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

“Buyer” means the contact person listed on page 2 of this document.

“City” means the City of Yakima, Washington. Also referred to as “Owner”.

“Contract” means written agreement between the “Owner” and the “Contractor” (or “Successful Proposer”) that covers the delivery of work to be performed subsequent to this RFP.

“Contract Manager” means the individual in the City of Yakima Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“Contractor” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“Department” means the City of Yakima, Department/Division.

“Executive” means the City of Yakima City Manager.

“Owner” also referred to as City of Yakima.

“Project Manager” means the individual in City of Yakima Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“RFP” means Request for Proposal.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

RFP # 11807P
Bulk Printing and Mailing Services for Utility Services

II. GENERAL INFORMATION

A. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for Bulk Printing and Mailing Services. The City of Yakima (referred to as “Owner” throughout this document), Utility Services Division as represented by City Purchasing, intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

The Utility Services Division requires services, including but not limited to, printing and mailing of utility bills, delinquent notices, and water department notices. Services to include graphic design, printing on press, imaging with variable data, sorting for maximum postage discounts, mailing and tracking mail to delivery.

C. Background and Current Operations

ABOUT THE OWNER

The City of Yakima, county seat of Yakima County, was incorporated in 1886 and is located in central Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, and 200 miles southwest of Spokane, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2012 population of 91,930 Yakima is the ninth largest city in the State of Washington.

The City provides the full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

The City of Yakima lies within Yakima County in the fertile Yakima River Valley. Apples, cherries, pears, grapes, and other fruits, plus a wide variety of field crops and vegetables make the Yakima Valley one of the top agricultural producing areas of the nation. There are over 400,000 acres of Agriculture zoned land within the County which produce over thirty types of fruits and vegetables. With its farm production base, the Yakima area is a major food processing region.

Adding to the area’s economy are over 250 manufacturing firms in the Yakima area that produces a variety of products including wood products, packaging, plastic products, produce and aircraft parts.

SCOPE OF SERVICES

1. SCOPE OF WORK

City of Yakima is issuing this Request for Proposal to obtain proposals for imprinting and mailing of weekly utility statements, delinquent statements, dog license renewal statements and individual statement images, to include printing utility statements and envelope stock, printing & mailing services, and bill inserts as required, conforming to specifications, to be used for weekly utility statement printing & mailing services for the City of Yakima Utility Services Division.

2. HOLIDAYS/BUSINESS DAYS

1. "Business Day" shall mean every day Monday through Friday, excluding the date for the observance of the following federal holidays:

- | | |
|------------------------------|-------------------|
| • New Year's Day | • Labor Day |
| • Independence Day | • Christmas Day |
| • Thanksgiving Day | • Presidents' Day |
| • Day after Thanksgiving | • Memorial Day |
| • Martin Luther King Jr. Day | • Veterans Day |

2. Weekly utility statements, delinquent notices, annual dog license renewal statements and individual statement images; printing statements, notices and envelope stock, printing & mailing services, and bill inserts as required: Billing statements are produced on a preformatted statement print file. The City of Yakima Utility Services Manager or Billing Specialist lead will work with the successful proposer in developing the statements notices and bill inserts, which will meet the requirements of both the imprinting/mailing Contractor and the payment processing Contractor, currently the City of Yakima. Successful proposer will be required to meet specifications for required OCR line and/or barcode on payment stubs.

3. ANNUAL VOLUME*

The City of Yakima mailed out approx. 200,000 utility statements and 70,000 utility notices.

192,000-210,000 is the average annual amount of billings. Billings go out every week but due to cycle size the number of bills varies each month from approximately 1200 bills to about 7,500. Monthly quantity may increase if the City elects to change from bi-monthly billing to monthly billing. [DJ1]

*Actual printed quantities will vary depending on customers' interest in paperless statement options.

The statements and notices will be sent weekly to the Contractor for processing, generally on Monday morning of each week via a FTP or equivalent application. With a 24hr notice statements may be sent any day of the week for processing.

4. DESCRIPTION OF STOCK

The statements and notices will be a 24 lb. paper stock, 8 ½" X 11" double sided form and the utility and dog license renewal statements will have a perforation on the bottom for return coupon. The customer return coupon will measure nominally 3½" X 8 ½". The mailing envelopes will be number 10 window, with The City

of Yakima Utility Accounts Division mailing address printed on the envelope and customer return envelopes will be windowed, number 9 with City of Yakima Utility Accounts P.O. Box printed for remit to address.

Inserts will typically be a flat single sheet of paper measuring nominally 8 ½" x 11" in size or may be designed as needed.

5. WEEKLY BILLING

The City Of Yakima currently generates and mails statements weekly.

6. CONFIDENTIALITY OF INFORMATION

Contractor will maintain the confidentiality of all information provided by the City of Yakima or acquired in the performance of this job, including all account information.

D. Project Plan and Deliverables

This project includes, but is not limited to, the following:

Task Category	Required Deliverables/Functionality and Services
Set Up	Includes discovery; set up of documents, data, and software; testing.
Implementation & Production	Includes design; printing of statements, imaging, inserts and envelopes; use of Intelligent Mail Barcode; folding; merging documents into one mailing where practicable; inserting; labeling; sorting services for mailing; mailing & tracking through delivery.
Maintenance	Includes address updates; U.S. Postal regulation or standard changes; cost containment; quality control; form updates; follow up on Invalids; reporting.

E. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

F. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

G. Proprietary Information

Any requested restrictions on the use of data contained within a proposal, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Records Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. **In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.**

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

H. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five business (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and www.publicpurchase.com and/or sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

I. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

J. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

K. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
January 25, 2018	RFP Issuance
February 19, 2018	Due date for written questions
February 20, 2018	Addenda -Written answers provided (target)
February 23, 2018 at 11:00:00 AM PST	Proposals Due

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

L. Contract Term

See Contract Item 3, RFP Section VII.

M. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

N. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals

that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. “all-or-none”).)

O. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

P. Best Modern Practices

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

Q. Equal/Approved Equal

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The City reserves the right to make the decision on acceptability. Each proposer shall clearly identify make, model or trade name of equipment proposed in their proposal. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

R. More or Less

Quantities are estimated only and price proposals shall be provided on a MORE OR LESS basis. For the purpose of comparison, price proposals shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

III. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is **page 2 of this RFP solicitation**.

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name of company;
- 3) RFP number and title;
- 4) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 5) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 6) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 7) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Section V, A & B of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5- Response to General Requirements

Provide a point-by-point response to each requirement specified in Section V, C of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 6— Sample Contract and Terms and Conditions

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 7— Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

Tab 8 - Cost Proposal Information

Provide all cost information according to the instructions provided in Section VI. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

C. Submitting a Proposal

Proposals shall be completely uploaded into PublicPurchase.com no later than the date and time listed on Page 2 of this RFP. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal Late, the electronic system will not receive it.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, proposer's response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

Proposers must submit their response electronically through PublicPurchase.com where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor with Public Purchase, go to www.publicpurchase.com or the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. The City is not responsible for late proposals due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any proposals. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and uploaded to Public Purchase in a separate file marked "confidential". All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be uploaded to Public Purchase.

D. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the first page of their response.

E. Withdrawal of Proposals

Proposers may withdraw or supplement a proposal at any time up to the proposal closing date and time. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time. After proposal closing date and time, all submitted Proposals shall be irrevocable until contract award.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

C. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	Mandatory Requirements	50
2	General Requirements	25
3	Cost	25
TOTAL POSSIBLE POINTS		100

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

D. Prompt Payment

Proposers are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

E. Tax Revenues

RCW 39.34.040 allows the City to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, in determining which price proposal is the lowest, after the tax revenue has been considered.

F. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team's direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

G. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

H. Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

I. Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

J. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

K. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima Purchasing Manager at 129 No. 2nd St., Yakima, WA

98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no less than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Proposer:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the proposer received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. MANDATORY AND GENERAL PROPOSAL REQUIREMENTS

The following requirements in Sections V.A. - V.B. are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections V.A. - V.B. must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

A. Mandatory Proposer Qualifications

1. Proposer must have at least three (3) years of experience in successful bulk printing and mailing services. Staff involved within the scope of this project must have at least five (5) years of experience in this area.
2. At least one Mail Design Professional shall be on staff to provide contract oversight.
3. Proposer must be a USPS certified Full-Service IMb mailer. Provide certification with proposal.

B. Mandatory Contract Performance Requirements

1. Mail shall be sent First Class.
2. No mark-up is allowed on postage.
3. Postage must be itemized on invoices.
4. Mail must be PAVE presorted to mail at the Full-Service IMB lowest rates and in accordance with all USPS requirements for securing automation rate postage. All postage discounts must be passed along to the City as a straight pass through without any markup.
5. Must be able to communicate with USPS Postal One Program Software.
6. Full service IMb preparation is required.
7. USPS documented proof of mailing date shall be provided with invoices (IMb Trace).
8. USPS notice must be provided to the City of any mailing is rejected.
9. 2D technology and barcoding shall be used.
10. Contractor must conduct SOC audits.
11. Changes and modifications shall be included in set-up cost.
12. 24 lb. paper shall be used.
13. Windowed reply envelopes shall be used.
14. 600x600 DPI and/or laser printing shall be used.
15. House holding/grouping shall be done when there is an exact name/address match.

16. CASS certification rate shall be a minimum of 97-98%

17. NCOA verification is required – pull disqualified mailer out of batch and notify.

C. General Requirements

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

1. Organizational Capabilities:

- a. Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.
- b. Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

2. Staff Qualifications:

- a. Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.
- b. Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.
- c. Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.
- d. If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

3. Points not addressed:

- a. Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their unit.

4. Financial Capability to perform contract:

- a. Proposer shall submit a current Financial Review or Compilation Report by a CPA firm, which is not to be older than one (1) year.

5. Methodology:

- a. Describe your methods for providing individual statement images in a savable and user search friendly format.
- b. Describe your methods, innovation and techniques used to explore, develop, control and accomplish work of Billing Services.
- c. Describe the major items of equipment anticipated to be used to support Utility Billing Services, such as: computer system software and hardware; word processing software and hardware; reproduction and binding equipment; and, any other significant productivity tools.
- d. Indicate if your equipment can handle sorting of a print file for sorting of zip codes for preparation of imprinting statements for mailing with the US Post Office.
- e. Describe your knowledge of Coding Accuracy Support System (CASS) certifications.
- f. Describe your USPS full service preparation method using the Intelligent Mail Barcode. Attach proof of your USPS "Full Service" Certification and the documentation you will provide to verify City of Yakima is receiving the full service discounted postage rates.
- g. Describe your experience with multiple inserts with invoices for mailings.
- h. Describe your experience with bulk mailings and mailing permits.
- i. Describe how a deadline would be met, if the main equipment used failed.
- j. In the event of a disaster, including major or minor events, describe your plans in place for continuing to provide the Utility Billing Services.
- k. If the City changes the billing cycle, describe the impact on the operation, including any resulting increase/decrease in costs.
- l. Will the work required under this contract be performed exclusively by the contractor or will any of it be subcontracted? List the specific items which will be sub-contracted and by whom.

D. Proposer References

In the space provided on the Proposer Questionnaire, Section VIII, provide at least three (3) references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, email address, telephone number, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

E. Questionnaire

Proposer must complete the Proposer Questionnaire Form, Section VIII, and submit it in accordance with Section III.

VI. COST PROPOSAL

A. General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal under Tab 8 of their proposal. If proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

B. Total Project Cost

Proposer must provide a total project cost to include all requisite services, materials, work products and ancillary expenses. Available budget for this project is estimated to be between \$100,000 and \$125,000 per year.

Proposer is to provide cost for postage as follows:

- A firm postage quote based on the attached sample scenario. Base postage cost on 2,317 2-sided bills.
– ATTACHMENT B.

Contractor and any subcontractors' travel expenses (e.g. airfare, lodging, and meals, insurance) and other miscellaneous expenses related to the provision of on-site services **must be included** in the proposed cost and cannot be an additional charge.

Contractor's expenses related to providing on-site services (e.g. computer, printer, miscellaneous equipment) **must be included** in the proposed cost and cannot be at an additional charge.

Provide terms if compensation is offered for failed/delayed mailing.

Owner will coordinate and provide any requisite meeting space for on-site services.

C. Pricing and Discount

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts. The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., hour, ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.

D. Price Clarifications

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

For City of Yakima Use Only: Project No. _____ RFP No. <u>11807P</u>
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VII. SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT FOR BULK PRINTING AND MAILING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT, entered into this _____ day of _____, 2018, between the City of Yakima, a Washington municipal corporation ("City") and _____, ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Work

The minimum services that the Contractor will provide include services described in RFP 11807P Specifications which are attached as **Exhibit A** hereto and incorporated herein by this reference.

2. Compensation

The City agrees to pay the Contractor according to **Exhibit B**, attached hereto and incorporated herein, which Exhibit includes the specifications and payment schedule of itemized prices as listed in the Contractor's RFP submittal at the time and in the manner and upon the conditions provided for the Contract.

3. Contract Term

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract.

4. Changes

Any proposed change in this Contract shall be submitted to the other party, as listed herein for its prior written approval. If approved, change will be made by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between City and Contractor

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

6. Successors and Assigns

- a. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

7. Property Rights

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

8. Inspection and Production of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.
- b. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

9. Work Made for Hire

All work the Contractor performs under this Contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the City.

10. Compliance with Law

Contractor agrees to perform all Services under and pursuant to this Contract 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. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

- c. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).
- d. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- e. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

11. Nondiscrimination Provision

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

12. Pay Transparency Nondiscrimination Provision

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

13. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the sole negligent acts or omissions of Contractor, its officials, officers, employees or agents.
- b. If any suit, judgment, action, claim or demand arises out of, or in conjunction with, the negligent acts and/or omissions of both the Contractor and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.

The Contractor will provide a Certificate of Insurance to the Owner as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the Owner to terminate the Contract.

The Contractor shall also maintain workers compensation through the State of Washington.

- b. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the Owner and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Contract.
- c. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- d. The Owner reserves the right to require higher or lower limits where warranted.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

16. Contract Documents

This Contract, the Request for Proposals No.11807P, Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

17. Termination

Termination for Cause: The City may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the City sixty (60) calendar days' notice of the City's right to cure a failure of the City to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the City by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least sixty (60) calendar days' notice to the City in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

Contract Cancellation: The City reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- a. Breaches or defaults an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- l. Contractor performance threatens the health or safety of the City or municipal employee
- m. Change in Funding: If the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

18. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

19. Re-Award

When the contract is terminated by the Contractor upon 30-days written notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer

20. Substitution

The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager, or pursuant to Section 55 below entitled "Change or Notices". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.

21. Contractor Shall Furnish

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in Exhibit A, in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

22. Complementary Provisions

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

23. Invoices

The City will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City. The City will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, contract number, description of item purchased, unit and total price, discount term and include the Contractor's name and return remittance address.

Contractor will mail invoices to the Owner at the following address:

City of Yakima Accounts Payable
129 No. 2nd Street
Yakima, WA 98901

24. Credit Card Acceptance

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City's preferred method of payment is by procurement (credit) card. Proposers may be required to have the capability of accepting the City's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

25. Prime Contractor

Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

26. Delegation of Professional Services

The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the City. Any such delegation or subcontracting without the City's prior written consent shall be voidable at the City's option.

No delegation of subcontracting of performance of any of the services, with or without the City's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

27. Removal of Subcontractor

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the City may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

28. Taxes and Assessments

Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the City is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

The City and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.2%). Tax will not be considered in determining which price proposal is the lowest or best, however RCW 39.30.040 allows the City to take any sales tax and B&O tax that it will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

29. Contractor Tax Delinquency

Contractors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

30. Inspection: Examination of Records

The Contractor agrees to furnish the City with reasonable periodic reports and documents as it may request and in such form as the City requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.

The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

31. Recordkeeping and Record Retention

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

32. Confidential, Proprietary and Personally Identifiable Information

Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of City for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the City, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the City in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the City shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

33. Price Increases

Prices shall remain firm, as proposed, for the first 12-month term of the contract. Any changes to U.S. Postal regulations or other laws or regulations affecting Utility Billing Service costs, that are enacted or in force in subsequent contract years, shall be negotiated at the time of renewal.

Fixed Product Pricing: Original pricing shall be fixed and firm for the first **12-month** period of the contract. Price requests are at the discretion of the Buyer; and must also be:

- a. The direct result of increases at the manufacturer's level.
- b. Incurred after contract commencement date.
- c. Not produce a higher profit margin than that on the original contract.
- d. Clearly identify the line items impacted by the increase.
- e. Be filed with Purchasing Buyer a minimum of 30 calendar days before the effective date of proposed increase.
- f. Be accompanied by detailed documentation acceptable to the Purchasing Buyer sufficient to warrant the increase. Price data from Pulp and Paper Weekly, copies of invoices paid by the Contractor to its suppliers, and/or other substantiation of then-current market conditions must be submitted with the price request.
- g. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
- h. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- i. Should not deviate from the original contract pricing scheme/methodology.

The Owner, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within thirty (30) days of receipt of the request. If approved, increase shall take effect thirty (30) days after approval.

Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the Owner.

34. Suspension of Work

The City may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the City's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the City does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with clause number 17 above.

35. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the City's satisfaction; the City decision in that regard shall be final and conclusive. The City may inspect, observe and examine the performance of the services performed on the City premises at any time. The City may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

- a. If the City notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the City's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the City specifies. This remedy shall be in addition to any other remedies available to the City by law or in equity.
- b. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and City work rules.

36. Assignment

This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor 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 Contractor stated herein.

37. No Conflict of Interest

Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

38. Contract Preservation

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

39. Promotional Advertising / News Releases

Reference to or use of the City, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

40. Time is of the Essence

Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

41. Expansion clause

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service. At any time during the term of this contract, other City/County departments may be added to this contract, if both parties agree.

42. Patent Infringement

The Contractor selling to the City the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the City (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

43. Ownership

All material produced as a result of this Contract shall be the exclusive property of the City. Additionally, the City shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.

44. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW's, WAC's and all applicable OSHA Standards.

45. Guarantee

Contractor warrants the Services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the Services.

46. Access and Review of Contractor's Facilities

The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.

47. Notice of Change in Financial Condition

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

48. Facility Security

The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.

49. Waiver of Breach

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract 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 Contract, 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 agreement, covenant, condition or right.

50. Integration

This Contract, along with the City of Yakima's RFP 11807P and the Contractor's response to the Request for Proposal ("RFP"), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

51. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

52. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

53. Venue

The venue for any action to enforce or interpret this Contract shall lie in a competent jurisdiction in Yakima County, Washington.

54. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

55. Change or Notice

Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the successful proposer or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:	AND ALSO TO:	TO CONTRACTOR:
James Dean	Maria Mayhue	_____
Utility Customer Services Mgr.	Senior Buyer	_____
City of Yakima	City of Yakima	_____
129 North 2 nd Street	129 North 2 nd street	_____
Yakima, WA 98901	Yakima, WA 98901	_____

56. Survival

The foregoing sections of this Contract, 2-56 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

(CONTRACTOR NAME)

Cliff Moore, City Manager

By: _____

Date: _____

Date: _____

Attest:

(Print name)

City Clerk

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT TO PROFESSIONAL SERVICES CONTACT

The minimum services that the Contractor will provide include services described in RFP 11807P Specifications and Contractor's RFP Submittal.

EXHIBIT B**COMPENSATION****ATTACHMENT TO PROFESSIONAL SERVICES CONTACT**

The City agrees to pay the Contractor according to RFP 11807P Specifications and payment schedule of itemized prices as listed in the Contractor's RFP submittal at the time and in the manner and upon the conditions provided for in the Contract.

E-VERIFY

*** Upload with Proposal ***

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all Vendors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other City contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY; it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable Subcontractor. The Proposer shall sign and return with their proposal response the E-Verify Declaration below. Failure to do so may be cause for rejection of proposal.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State, that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

Personnel Inventory Form

*** Upload with Proposal ***

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE?: YES____ NO____.

If yes, what is your certification number? # _____

**Proposer's Entire Work Force - if you need additional space,
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the Contractor's and Subcontractor's workforce are 10% combined. Contractors and Subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.

VIII. PROPOSER QUESTIONNAIRE

*** Upload with Proposal ***

Page 1 of 3

INSTRUCTIONS: Provide the requested information, sign and date. If the City requires further description, the City may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the City with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

PROPOSER INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

PROPOSER QUESTIONNAIRE

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OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Please explain _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: _____ No: _____

Please explain _____

DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

• Work performance on a contract? Yes: _____ No: _____

Please explain _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

PROPOSER QUESTIONNAIRE

Page 3 of 3

PROPOSER REFERENCES

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

IX. REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section III. Blank forms are attached.

CHECKLIST FOR ITEMS TO BE RETURNED – MUST BE UPLOADED TO PUBLIC PURCHASE.COM:

- A. Cover Sheet (Page 2)**
- B. Proposal – Tabs 1-8 – Reference Section III**
- C. Cost Proposal – Reference Section VI**
- D. E-Verify Form**
- E. Personnel Inventory Form**
- F. Proposer Questionnaire with References – Section VIII**

***Note: This Checklist may not be all inclusive – be sure to READ the entire RFP specification and include everything required.**



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE		CONTACT NAME: INSURANCE AGENT INFORMATION PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: A- VII OR BETTER, ADMITTED CARRIER INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED ENTITY INSURED ADDRESS		NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	POLICY NUMBER	START DATE	STOP DATE	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	POLICY NUMBER	START DATE	STOP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	POLICY NUMBER Stop Gap/EL only	START DATE	STOP DATE	☐ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Yakima/County of Yakima Purchasing Department 129 N. 2nd St Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE
---	--

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B
Professional Services Agreement
City of Yakima, Yakima, WA

For City of Yakima Use Only:
Contract No. _____
Project No. <u>11807P</u>
Resolution No. _____
SOQ No. _____

PROFESSIONAL SERVICES AGREEMENT FOR BULK PRINTING AND MAILING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT, entered into this 22nd day of May, 2018, between the City of Yakima, a Washington municipal corporation ("City") and InfoSend, Inc. ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Work

The minimum services that the Contractor will provide include services described in RFP 11807P Specifications which are attached as **Exhibit A** hereto and incorporated herein by this reference.

2. Compensation

The City agrees to pay the Contractor according to **Exhibit B**, attached hereto and incorporated herein, which Exhibit includes the specifications and payment schedule of itemized prices as listed in the Contractor's RFP submittal at the time and in the manner and upon the conditions provided for in the Contract.

3. Contract Term

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract.

4. Changes

Any proposed change in this Contract shall be submitted to the other party, as listed herein for its prior written approval. If approved, change will be made by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between City and Contractor

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

6. Successors and Assigns

- a. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

7. Property Rights

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

8. Inspection and Production of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.
- b. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

9. Work Made for Hire

All work the Contractor performs under this Contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the City.

10. Compliance with Law

Contractor agrees to perform all Services under and pursuant to this Contract 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. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
- c. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).
- d. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- e. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

11. Nondiscrimination Provision

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

12. Pay Transparency Nondiscrimination Provision

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access

to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

13. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the sole negligent acts or omissions of Contractor, its officials, officers, employees or agents.
- b. If any suit, judgment, action, claim or demand arises out of, or in conjunction with, the negligent acts and/or omissions of both the Contractor and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.
- c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- d. The terms of this section shall survive any expiration or termination of this Contract.

14. Insurance Provided by Contractor

- a. **Contractors Liability Insurance:** It is understood that the Owner does not maintain liability insurance for Contractor and/or its employees or subcontractors. The Contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this Contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage's, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Owner. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	
Combined Single Limit:	\$2,000,000 Per Occurrence \$2,000,000 Annual Aggregate
Auto Liability: Combined Single Limit:	\$1,000,000 Per Occurrence
Umbrella:	\$1,000,000 Minimum

The City of Yakima, its agents, employees, authorized volunteers; elected and appointed officials shall be included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima, its agents, employees, authorized volunteers; elected and appointed officials, shall be named as an additional insureds for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the Owner shall be in excess of the Contractor's insurance and shall not contribute to it.

The Contractor will provide a Certificate of Insurance to the Owner as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the Owner to terminate the Contract.

The Contractor shall also maintain workers compensation through the State of Washington.

- b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- c. The Owner reserves the right to require higher or lower limits where warranted.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

16. Contract Documents

This Contract, the Request for Proposals No.11807P, Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

17. Termination

Termination for Cause: The City may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the City sixty (60) calendar days' notice of the City's right to cure a failure of the City to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the City by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least sixty (60) calendar days' notice to the City in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

Contract Cancellation: The City reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- a. Breaches or defaults an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;

- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- l. Contractor performance threatens the health or safety of the City or municipal employee
- m. Change in Funding: If the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

18. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

19. Re-Award

When the contract is terminated by the Contractor upon 30-days written notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer

20. Substitution

The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager, or pursuant to Section 55 below entitled "Change or Notices". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.

21. Contractor Shall Furnish

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in Exhibit A, in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

22. Complementary Provisions

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

23. Invoices

The City will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City. The City will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, contract number, description of item purchased, unit and total price, discount term and include the Contractor's name and return remittance address.

Contractor will mail invoices to the Owner at the following address:

City of Yakima Utility Services
Attn: James Dean, Utility Services Manager
129 No. 2nd Street
Yakima, WA 98901

24. Prime Contractor

Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

25. Delegation of Professional Services

The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the City. Any such delegation or subcontracting without the City's prior written consent shall be voidable at the City's option.

No delegation of subcontracting of performance of any of the services, with or without the City's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

26. Removal of Subcontractor

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the City may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

27. Taxes and Assessments

Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the City is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

The City and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.2%). Tax will not be considered in determining which price proposal is the lowest or best, however RCW 39.30.040 allows the City to take any sales tax and B&O tax that it will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

28. Contractor Tax Delinquency

Contractors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

29. Inspection: Examination of Records

The Contractor agrees to furnish the City with reasonable periodic reports and documents as it may request and in such form as the City requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.

The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

30. Recordkeeping and Record Retention

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

31. Confidential, Proprietary and Personally Identifiable Information

Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of City for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the City, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the City in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the City shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

32. Price Increases

Prices shall remain firm, as proposed, for the first 12-month term of the contract. Any changes to U.S. Postal regulations or other laws or regulations affecting Utility Billing Service costs, that are enacted or in force in subsequent contract years, shall be negotiated at the time of renewal.

Fixed Product Pricing: Original pricing shall be fixed and firm for the first **12-month** period of the contract. Price requests are at the discretion of the Buyer; and must also be:

- a. The direct result of increases at the manufacturer's level.
- b. Incurred after contract commencement date.
- c. Not produce a higher profit margin than that on the original contract.
- d. Clearly identify the line items impacted by the increase.
- e. Be filed with Purchasing Buyer a minimum of 30 calendar days before the effective date of proposed increase.
- f. Be accompanied by detailed documentation acceptable to the Purchasing Buyer sufficient to warrant the increase. Price data from Pulp and Paper Weekly, copies of invoices paid by the Contractor to its suppliers, and/or other substantiation of then-current market conditions must be submitted with the price request.
- g. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's

documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.

- h. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- i. Should not deviate from the original contract pricing scheme/methodology.

The Owner, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within thirty (30) days of receipt of the request. If approved, increase shall take effect thirty (30) days after approval.

Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the Owner.

33. Suspension of Work

The City may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the City's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the City does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with clause number 17 above.

34. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the City's satisfaction; the City decision in that regard shall be final and conclusive. The City may inspect, observe and examine the performance of the services performed on the City premises at any time. The City may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

- a. If the City notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the City's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the City specifies. This remedy shall be in addition to any other remedies available to the City by law or in equity.
- b. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and City work rules.

35. Assignment

This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor 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 Contractor stated herein.

36. No Conflict of Interest

Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

37. Contract Preservation

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

38. Promotional Advertising / News Releases

Reference to or use of the City, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

39. Time is of the Essence

Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

40. Expansion clause

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service. At any time during the term of this contract, other City/County departments may be added to this contract, if both parties agree.

41. Patent Infringement

The Contractor selling to the City the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the City (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

42. Ownership

All material produced as a result of this Contract shall be the exclusive property of the City. Additionally, the City shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.

43. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW's, WAC's and all applicable OSHA Standards.

44. Guarantee

Contractor warrants the Services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the Services.

45. Access and Review of Contractor's Facilities

The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.

46. Notice of Change in Financial Condition

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

47. Facility Security

The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.

48. Waiver of Breach

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract 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 Contract, 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 agreement, covenant, condition or right.

49. Integration

This Contract, along with the City of Yakima's RFP 11807P and the Contractor's response to the Request for Proposal ("RFP"), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

50. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

51. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

52. Venue

The venue for any action to enforce or interpret this Contract shall lie in a competent jurisdiction in Yakima County, Washington.

53. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

54. Change or Notice

Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the successful proposer or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:
James Dean
Utility Services Mgr.
City of Yakima
129 North 2nd Street
Yakima, WA 98901

AND ALSO TO:
Maria Mayhue
Senior Buyer
City of Yakima
129 North 2nd street
Yakima, WA 98901

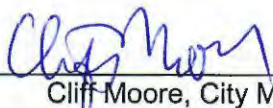
TO CONTRACTOR:
Russ Rezai
President
InfoSend, Inc.
4240 E La Palma Ave
Anaheim, CA 92807

55. Survival

The foregoing sections of this Contract, 2-54 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA


Cliff Moore, City Manager

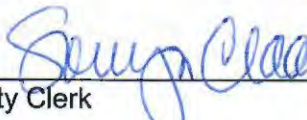
Date: 5/22/18

INFOSEND, INC.


Russ Rezai, President

Date: 5/16/2018

Attest:


City Clerk



CITY CONTRACT NO: 2018-086
RESOLUTION NO: 019

EXHIBIT A**STATEMENT OF WORK
ATTACHMENT TO PROFESSIONAL SERVICES CONTACT**

The minimum services that the Contractor will provide include services described in RFP 11807P Specifications (ATTACHMENT A) and Contractor's RFP Submittal (ATTACHMENT B), which are attached hereto and incorporated herein.

COMPENSATION
ATTACHMENT TO PROFESSIONAL SERVICES CONTACT

The City agrees to pay the Contractor according to RFP 11807P Specifications and payment schedule of itemized prices as listed in the Contractor's RFP submittal at the time and in the manner and upon the conditions provided for in the Contract.

Initial Set-up Fees

Implementation and optional services fees.

Please pick from one of the options below:

Option 1 - Express PDF Implementation: \$0.00 - WAIVED

With this option you control the formatting of your documents and do not pay maintenance fees.

Option 2 - Data-Only (e.g. flat files, XML) Implementation: \$0.00 - WAIVED

When this option is selected InfoSend creates, hosts and maintains an application to generate your bills. Your current document design will be matched. Please note that data manipulations are not part of the standard offering.

Document Redesign Service: \$0.00 - WAIVED

We will assist you in redesigning the format of your printed documents if needed. We will become responsible for later changing the format of the documents, if needed (Professional Services Fees will apply for future changes).

Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged professional service fees and/or have the project go-live data delayed if requirements are changed after they have been finalized and signed off.

Professional Services Fees

Processing

The individual prices shown in the table below apply only to InfoSend's standard Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

Primary Services	Data Processing Print & Mail service	Per Item	Options Below:
	Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces are delivered to the USPS within one (1) business day. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM for the file to be mailed by the next business day. Excludes materials, sales tax (where applicable), and postage. A postage deposit will be required prior to go live. For the quoted prices to apply InfoSend must have the right to combine data files sent by your organization with other files you have sent, when possible. Higher pricing applies if files must be printed separately.	All Utility Bills and Notices (Per Sheet) Est. Volume 17,000 documents/month Weekly cycles 4 equals CM K (full color).	
		CITY'S CURRENT BILL SETUP: up to 3/3 Printing 4/0 or 4/1 Printing 4/4 Printing	\$0.054 \$0.056 \$0.065
		<i>Pricing assumes the use of materials options listed in the materials section.</i>	
		Dog License Renewal Statements Sent once a year in January. Approximately 2000 annually.	\$0.25
		<i>Pricing assumes the use of materials options listed in the materials section</i>	
		Individual Statement Images Single account billings AR Statements	Covered in utility bill fees above. Quoted on spec.
		Inline Inserts (Per Sheet) Price for inserts printed on demand as additional pages. Overages not necessary for inline insert printing. Material pricing on following page. Pricing depends on color setup for printing as outlined above.	Subtract \$0.02 from color tier above.
Multiple Page Mail Piece Surcharge – Handwork This surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.	\$0.25		
Postage (for all job types) You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to qualify for presort discounts.	Pass Through		
Electronic Address Updates – NCOALink or ACS InfoSend electronically reports the addresses that have changed due to customers filing a Change of Address with the USPS. Cost is per reported update.	\$0.25		

Materials			
Materials	Statement, Invoice, or Letter Paper Stock		
	All Documents: white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. The larger 8.5x14" format is supported at a higher material cost and higher printing cost. All of your content will be digitally printed on the plain white paper in black, black plus one color, or full color per the printing option from the prior table that you select before implementation.	Per Sheet	\$0.015
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI). InfoSend has not provided pricing for preprinted envelopes due to the City's response in the Q&A of this bid. Standard envelopes industry best practice from a disaster recovery and backup perspective are also about 50% of the cost of custom preprinted. InfoSend standard #10 and #9 envelopes are stocked at each of InfoSend's three production facilities.	Per Standard Envelope	Options Below:
		#10 InfoSend Standard Double Window Outgoing Envelope	\$0.016
		#9 InfoSend Standard Single Window Return Envelope	\$0.014
	Other Envelopes		
	Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.16

Optional Services

Inserting Fee - Drop-Shipped Inserts & InfoSend-Printed Offline Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. There is no additional service cost to use selective inserting that selectively includes inserts with certain bill types as long as a minimum of 3,000 customers are targeted (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	\$0.01
Print Messages on the Outside of the Standard Envelope Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This type of printing is referred to as "sniping" and usually used to print temporary content on one or two months' worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for you. Price depends on the artwork you'd like to print - number of colors and whether it prints on one or both sides of the envelope. Price is quoted upon request.	Per Envelope	TBD
Print Image Archive Each bill is stored as a PDF and indexed in a database where you may search by account number or other key fields. You are charged one up-front fee per document to process, index, and store it for a set number of months. The PDFs are accessed by using a browser-based application and logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs. <i>This service includes outbound mail tracking at no additional cost. You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills. Only available with mail sent using First-Class Postage.</i>	Per PDF (No Set-up Fee)	\$0.01 - For 12 Months of Retention \$0.017 - For 24 Months of Retention \$0.024 - For 36 Months of Retention
Electronic Inserts PDF copies of your physical inserts can be included in the Print Image Archive at an additional cost. This will let your team see exactly which inserts were delivered with each mail piece. This will also allow you to include the inserts in the eBill PDFs that are presented and/or emailed to customers if you use an InfoSend eBusiness service that delivers eBills to your customers or if you use a third party application that pulls the PDFs from InfoSend's Print Image Archive API to present to your customers.	Per Insert (No Set-up Fee)	\$0.01
Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	\$150.00

E-VERIFY
*** Upload with Proposal ***

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all Vendors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other City contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY; it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable Subcontractor. The Proposer shall sign and return with their proposal response the E-Verify Declaration below. Failure to do so may be cause for rejection of proposal.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State, that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: Info Send, Inc

Dated this 16 day of May, 2018.

Signature: [Signature]

Printed Name: Russ REAS

Address: 4240 E. La Palma Ave.

Anaheim, CA 92807

Phone #: (714) 993-2690 Email Address: russ.r@infosend.com



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 156-18, Approving the Final Plat of Westcliffe Heights Phase 1A

Department:

Community Development Services

Ordinance/Resolution Number:

156-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 156-18, approving the final plat of Westcliffe Heights Phase 1A subject to the conditions contained in Technical Advisory Committee (TAC) Report S2017-101 and the findings and conclusions of the Richland City Council adopted on July 18, 2017 through Resolution No. 115-17.

Summary:

Mark Bauder has applied for approval of the final plat of Westcliffe Heights Phase 1A. Phase 1A is the first of several phases to come belonging to the 203-lot preliminary plat of Westcliffe Heights. The subject final plat proposes to divide the 140-acre site located near the top of Little Badger Mountain into 24 single-family residential lots together with 9 tracts.

The City's Public Works Department has confirmed that all of the public infrastructure improvements have been completed to the City's satisfaction, and has released the plat for Council consideration.

Staff recommends approval of Resolution No. 156-18.

Fiscal Impact:

Final plat approval will authorize the creation of 24 new lots available for construction of 24 new single-family homes contributing to the City's total assessed value.

Attachments:

1. Resolution No. 156-18
2. Hearing Examiner Recommendation of Approval - Westcliffe Heights
3. TAC Report - Westcliffe Heights
4. Vicinity Map
5. Overview Map

RESOLUTION NO. 156-18

A RESOLUTION of the City of Richland approving the final plat of Westcliffe Heights Phase 1A subject to the conditions of approval of Technical Advisory Committee Report S2017-101, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 115-17.

WHEREAS, on May 4, 2017, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Westcliffe Heights as submitted by Mark Bauder; and

WHEREAS, the Richland Hearing Examiner recommended to the Richland City Council that it conditionally approve the preliminary plat of Westcliffe Heights; and

WHEREAS, on July 18, 2017, the Richland City Council held a closed-record hearing to consider the proposed Westcliffe Heights preliminary plat application and the recommendation of the Hearing Examiner. Council took action to approve the preliminary plat request; and

WHEREAS, the final plat for Westcliffe Heights Phase 1A, consisting of 24 residential lots and 9 Tracts on 140.3 acres, has been constructed in accordance with the conditions attached to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Westcliffe Heights Phase 1A, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the conditions of approval contained in Technical Advisory Committee Report S2017-101 dated May 4, 2017, attached hereto as **Exhibit B** and incorporated by this reference, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 115-17.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

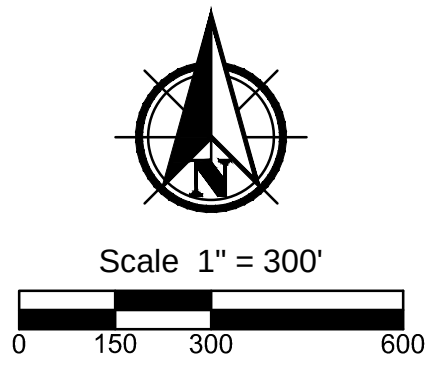
MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

THE FINAL PLAT OF
WESTCLIFFE HEIGHTS PHASE 1A

A PLAT COMMUNITY

LOCATED IN THE SE 1/4 OF THE NW1/4, THE S 1/2 OF THE NE 1/4 & THE SE 1/4 OF
SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE
MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



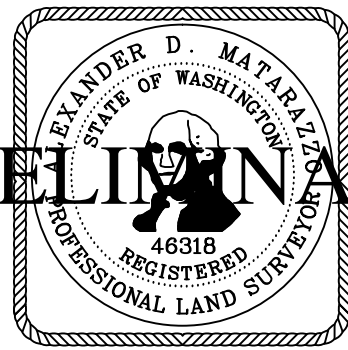
BASIS OF BEARINGS
NAD83 WASHINGTON STATE SOUTH ZONE GRID BEARING
OF S 89°09'47" E ALONG THE NORTH LINE OF THE
NORTHWEST QUARTER OF SECTION 34, AS MEASURED
BETWEEN EXISTING MONUMENTS.

LEGEND	
●	SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318", SET A WITNESS CORNER AT LOTS 15/16, SEE MAP
▲	SET SCREW WITH WASHER STAMPED "PLS 46318" IN CONCRETE
◆	SET BRASS CAP IN MONUMENT CASE STAMPED "2018 PLS 46318"
⊙	FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED LS 41028 WITHIN 0.1' OF CALCULATED UNLESS OTHERWISE NOTED
△	5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" SHOWN PER PLAT OF WESTCLIFFE HEIGHTS II (R1)
◆	FOUND SURVEY MONUMENT AS NOTED
◇	BRASS CAP IN MONUMENT CASE, STAMPED "2018 PLS 46318" SHOWN PER PLAT OF WESTCLIFFE HEIGHTS II (R1)
○	CALCULATED POINT, NOT FOUND OR SET
####	DENOTES ADDRESS, SUBJECT TO CHANGE, SEE NOTE "4" ON SHEET 4
AFN	AUDITOR FILE NUMBER
B.L. & D. INC.	BAUDER LAND & DEVELOPMENT INC.
BMID	BADGER MOUNTAIN IRRIGATION DISTRICT
C# / L#	DENOTES CURVE / LINE DATA, SEE TABLE
C.O.R.	CITY OF RICHLAND
ESMT	EASEMENT
EXIST.	EXISTING
K.I.D.	KENNEWICK IRRIGATION DISTRICT
IRR	IRRIGATION
P.U.D.	PUBLIC UTILITY DISTRICT
P.U.E.	PUBLIC UTILITY EASEMENT
RPC	RED PLASTIC CAP
RW	DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
SEVA	SECONDARY EMERGENCY ACCESS EASEMENT
SEC.	SECTION
S.F. / AC.	SQUARE FEET / ACRES
UTIL.	UTILITY
(VOL. , PG.)	VOLUME, PAGE
W/	WITH
WH OA	WESTCLIFFE HEIGHTS OWNER'S ASSOCIATION
W.L.	WATERLINE
YPC	YELLOW PLASTIC CAP
- - - - -	SECTION OF SECTION SUB-DIVISION LINE
- - - - -	EXISTING RIGHT-OF-WAY
- - - - -	EXISTING RIGHT-OF-WAY CENTERLINE
- - - - -	EXISTING ADJACENT PROPERTY LINE
- - - - -	EXISTING EASEMENT
=====	PLAT BOUNDARY
=====	RIGHT-OF-WAY CENTERLINE
=====	NEW LOT LINE
=====	EASEMENT DEDICATED BY THIS PLAT

SECTION DIAGRAM

	X	X	X
		X	X
			X

SECTION 34
T 9 N, R 28 E



PRELIMINARY

LOT NUMBERING & TRACT LETTERING NOTE

THERE ARE 24 RESIDENTIAL LOTS AND 8 TRACTS IN THIS PLAT. IN CONTINUATION FROM THE PLAT OF WESTCLIFFE HEIGHTS II (R1), LOT NUMBERING IN THIS PLAT STARTS WITH LOT 12 AND ENDS WITH LOT 35, AND TRACT LETTERING STARTS WITH TRACT B AND ENDS WITH TRACT I. SEE TRACT NOTES FOR TRACT USE.

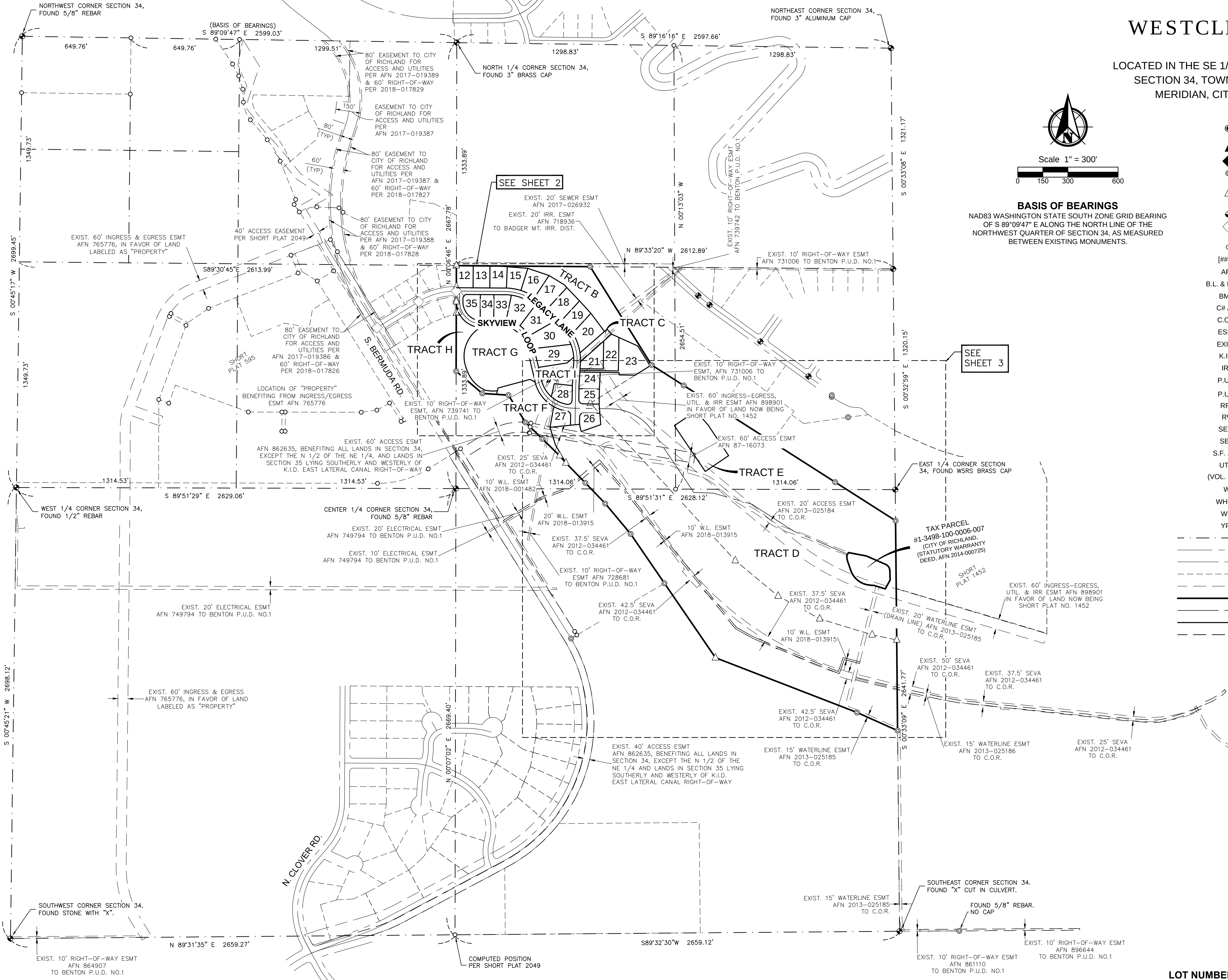
SURVEY REFERENCES

(R1) WESTCLIFFE HEIGHTS II (VOL. 45, PG. 608 OF PLATS) BY MATARAZZO
(R2) SURVEY AMENDING WESTCLIFFE HEIGHTS II (VOL. 1, PG. 5029 OF SURVEYS) BY MATARAZZO



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

CLIENT: BAUDER LAND AND DEVELOPMENT INC.		PROJECT NO.: 4234	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 10/29/2018	
CALC BY: ADM	DRAWN BY: ROP	SCALE: 1" = 300'	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET 1 OF 4	



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 BAUDER LAND AND DEVELOPMENT INC. ON MARCH 2018.

I HEREBY CERTIFY THAT THIS MAP FOR WESTCLIFFE HEIGHTS OWNER'S ASSOCIATION IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ALEXANDER D. MATARAZZO, HAS SIGNED THIS PLAT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC _____

DATE _____

MY APPOINTMENT EXPIRES _____

RESIDING _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2018 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

BENTON COUNTY AUDITOR _____

BY DEPUTY BENTON COUNTY AUDITOR _____

SEE NO. _____

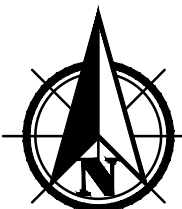
ALEXANDER D. MATARAZZO, PLS REGISTRATION No. 46318

DATE _____

TRACT NOTES

TRACT A IS NOT USED IN THIS PLAT, SEE LOT NUMBERING & TRACT LETTERING NOTE.
TRACT B IS TO BE USED FOR OPEN SPACE & IS TO BE DEEDED TO C.O.R.
TRACT C IS TO BE USED FOR OPEN SPACE, IS FULLY ENCUMBERED BY A P.U.E. & IRR ESMT & IS TO BE DEEDED TO THE WH OA.
TRACT D IS TO BE USED FOR FUTURE DEVELOPMENT & IS TO BE RETAINED BY B.L. & D. INC.
TRACT E IS TO BE USED FOR FUTURE DEVELOPMENT, NOT TO BE DEVELOPED UNTIL ACCESS IS IMPROVED & IS TO BE RETAINED BY B.L. & D. INC.
TRACT F IS TO BE USED FOR THE BMID POND & IS TO BE DEEDED TO BMID.
TRACT G IS TO BE USED FOR OPEN SPACE & IS TO BE DEEDED TO THE WH OA.
TRACT H IS TO BE USED FOR A STORM POND, IS FULLY ENCUMBERED BY AN IRR ESMT & IS TO BE DEEDED TO THE C.O.R.

BASIS OF BEARINGS
NAD83 WASHINGTON STATE SOUTH ZONE GRID BEARING
OF S 89°09'47" E ALONG THE NORTH LINE OF THE
NORTHWEST QUARTER OF SECTION 34, AS MEASURED
BETWEEN EXISTING MONUMENTS.



Scale 1" = 50'
0 25 50 100

THE FINAL PLAT OF
WESTCLIFFE HEIGHTS PHASE 1A
A PLAT COMMUNITY

LOCATED IN THE SE 1/4 OF THE NW1/4, THE S 1/2 OF THE NE 1/4 & THE SE 1/4 OF
SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE
MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGEND

- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318", SET A WITNESS CORNER AT LOTS 15/16. SEE MAP
- ◆ SET SCREW WITH WASHER STAMPED "PLS 46318" IN CONCRETE
- ⊙ SET BRASS CAP IN MONUMENT CASE STAMPED "2018 PLS 46318"
- △ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED LS 41028 WITHIN 0.1' OF CALCULATED UNLESS OTHERWISE NOTED
- ◇ 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" SHOWN PER PLAT OF WESTCLIFFE HEIGHTS II (R1)
- FOUND SURVEY MONUMENT AS NOTED
- BRASS CAP IN MONUMENT CASE, STAMPED "2018 PLS 46318" SHOWN PER PLAT OF WESTCLIFFE HEIGHTS II (R1)
- CALCULATED POINT, NOT FOUND OR SET
- [####] DENOTES ADDRESS, SUBJECT TO CHANGE, SEE NOTE "4" ON SHEET 4
- AFN AUDITOR FILE NUMBER
- B.L. & D. INC. BAUDER LAND & DEVELOPMENT INC.
- BMID BADGER MOUNTAIN IRRIGATION DISTRICT
- C# / L# DENOTES CURVE / LINE DATA, SEE TABLE
- C.O.R. CITY OF RICHLAND
- ESMT EASEMENT
- EXIST. EXISTING
- K.I.D. KENNEWICK IRRIGATION DISTRICT
- IRR IRRIGATION
- P.U.D. PUBLIC UTILITY DISTRICT
- P.U.E. PUBLIC UTILITY EASEMENT
- RPC RED PLASTIC CAP
- RW DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
- SEVA SECONDARY EMERGENCY ACCESS EASEMENT
- SEC. SECTION
- S.F. / AC. SQUARE FEET / ACRES
- UTIL. UTILITY
- (VOL., PG.) VOLUME, PAGE
- W WITH
- WH OA WESTCLIFFE HEIGHTS OWNER'S ASSOCIATION
- W.L. WATERLINE
- YPC YELLOW PLASTIC CAP
- - - SECTION OF SECTION SUB-DIVISION LINE
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING RIGHT-OF-WAY CENTERLINE
- - - EXISTING ADJACENT PROPERTY LINE
- - - EXISTING EASEMENT
- - - PLAT BOUNDARY
- - - RIGHT-OF-WAY CENTERLINE
- - - NEW LOT LINE
- - - EASEMENT DEDICATED BY THIS PLAT

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	237.70'	420.05'	32°25'22"	N74°13'22"E	234.54'
C2	65.36'	155.02'	24°39'25"	S11°57'52"E	64.87'
C3	228.10'	310.03'	42°09'12"	N68°29'22"W	222.99'
C4	244.26'	275.03'	50°53'04"	N21°58'14"W	236.31'
C5	43.64'	1000.11'	2°30'00"	N02°31'39"E	43.63'
C6	24.84'	210.02'	6°46'31"	S02°24'57"E	24.82'
C7	243.03'	350.04'	10°30'09"14"	N51°27'46"W	211.55'
C8	304.67'	195.02'	89°30'35"	N58°17'06"W	274.62'
C9	276.75'	210.02'	75°29'54"	S51°16'45"E	257.15'
C10	288.56'	300.03'	55°06'16"	N61°28'33"W	277.56'
C11	9.62'	330.04'	1°40'14"	S88°43'51"E	9.62'
C12	87.83'	330.04'	15°14'51"	N80°16'18"W	87.57'
C13	92.20'	330.04'	16°00'25"	N64°36'40"W	91.90'
C14	53.16'	330.04'	9°13'42"	N52°01'37"W	53.10'
C15	69.59'	295.03'	13°30'51"	S40°39'20"E	69.43'
C16	127.84'	295.03'	23°29'06"	S31°29'06"E	128.84'
C17	3.85'	295.03'	0°44'50"	N08°41'53"W	3.85'
C18	53.92'	295.03'	10°28'15"	N03°05'21"W	53.84'
C19	6.83'	295.03'	1°19'32"	N02°48'32"E	6.83'
C20	38.58'	980.11'	2°15'18"	S02°20'39"E	38.57'
C21	4.19'	980.11'	0°14'42"	S01°05'39"W	4.19'
C22	39.27'	25.00'	90°00'00"	S44°01'41"E	35.36'
C23	39.27'	25.00'	90°00'00"	N45°58'19"E	35.36'
C24	21.64'	183.02'	6°46'31"	N02°24'57"E	21.63'
C25	44.53'	183.02'	13°56'24"	S12°46'25"E	44.42'
C26	28.03'	237.03'	6°46'31"	S02°24'57"E	28.01'
C27	36.13'	25.00'	82°47'27"	S40°25'25"E	33.07'
C28	84.08'	230.03'	20°56'36"	S71°20'51"E	83.61'
C29	190.08'	230.03'	47°20'45"	S37°12'10"E	184.72'
C30	273.42'	175.02'	89°30'35"	S58°17'06"E	246.45'
C31	45.00'	155.02'	16°38'00"	S85°16'37"W	44.84'
C32	168.73'	155.02'	62°21'49"	S55°13'29"E	160.52'
C33	286.09'	200.02'	81°56'56"	S18°27'23"W	267.32'
C34	172.47'	204.02'	48°26'07"	N41°06'22"W	167.38'
C35	73.80'	235.03'	17°59'24"	N87°07'40"W	73.49'
C36	32.11'	255.03'	7°22'51"	S00°08'07"E	32.09'
C37	79.06'	255.03'	17°45'42"	S12°37'24"E	78.74'
C38	115.32'	255.03'	25°54'31"	S34°27'30"E	114.34'
C39	17.13'	290.03'	32°30'51"	N49°06'18"W	17.13'
C40	156.74'	290.03'	30°57'47"	S66°16'44"E	154.83'
C41	35.51'	290.03'	7°48'20"	N85°59'48"W	35.48'
C42	39.41'	25.00'	90°19'12"	N45°16'26"E	35.46'
C43	168.80'	115.02'	84°05'22"	N41°55'51"W	154.05'
C44	38.27'	115.02'	19°03'51"	S86°29'32"W	38.09'
C45	20.52'	215.02'	5°28'05"	S94°14'40"W	20.51'
C46	76.20'	215.02'	20°18'01"	S87°25'07"E	75.81'
C47	55.745'01"	45.95'	23°58'42"	S65°16'36"E	89.33'
C48	81.87'	215.02'	21°48'54"	N42°22'48"W	81.38'
C49	67.34'	215.02'	17°56'33"	S22°30'04"E	67.06'
C50	114.52'	190.02'	34°14'48"	S64°43'49"W	112.79'
C51	106.97'	190.02'	32°15'13"	S64°11'22"E	105.58'
C52	43.08'	25.00'	98°42'53"	N50°19'45"E	37.94'
C53	22.39'	1020.11'	1°15'27"	S01°36'02"W	22.39'
C54	22.12'	1020.11'	1°14'33"	S02°51'02"W	22.12'
C55	11.85'	230.03'	2°25'29"	N69°24'00"E	11.85'
C56	25.92'	230.03'	5°28'19"	S55°11'72"E	21.96'
C57	5.75'	204.02'	1°36'57"	N64°30'57"W	5.75'
C58	38.95'	190.02'	11°44'45"	S53°55'58"E	38.89'
C59	37.65'	25.00'	86°16'25"	N26°37'22"E	34.19'
C60	25.92'	200.02'	7°25'29"	S90°19'05"E	25.90'
C61	79.42'	200.02'	22°44'59"	S35°18'49"E	78.90'
C62	6.74'	250.03'	1°32'39"	S47°27'37"E	6.74'
C63	147.28'	250.03'	33°45'03"	S65°06'28"E	145.16'
C64	23.97'	250.03'	5°29'39"	N84°43'49"W	23.97'
C65	16.13'	10.00'	9°27'22"	N46°19'05"E	14.44'
C66	45.07'	40.00'	64°33'04"	N34°09'06"W	42.72'
C67	151.70'	130.00'	66°51'35"	N52°24'15"W	143.24'

LINE BEARING	DISTANCE
L1	S68°46'25"W 14.49'
L2	N00°06'50"E 15.61'
L3	N00°06'50"E 10.33'
L4	S00°58'19"W 13.00'
L5	S41°42'58"E 39.91'

NOTE: L8-L66 DENOTE EASEMENT DIMENSIONS, SEE SHEET 3 FOR FULL TABLE

NOTE: C55-C65 DENOTE EASEMENT DIMENSIONS

NO PARKING NOTE

THE WEST SIDE OF LEGACY LANE AND OF SKYVIEW LOOP ARE DESIGNATED AS "NO PARKING".

SURVEY REFERENCES

- (R1) WESTCLIFFE HEIGHTS II (VOL. 45, PG. 608 OF PLATS) BY MATARAZZO
- (R2) SURVEY AMENDING WESTCLIFFE HEIGHTS II (VOL. 1, PG. 5029 OF SURVEYS) BY MATARAZZO

LOT NUMBERING & TRACT LETTERING NOTE

THERE ARE 24 RESIDENTIAL LOTS AND 8 TRACTS IN THIS PLAT. IN CONTINUATION FROM THE PLAT OF WESTCLIFFE HEIGHTS II (R1), LOT NUMBERING IN THIS PLAT STARTS WITH LOT 12 AND ENDS WITH LOT 35, AND TRACT LETTERING STARTS WITH TRACT B AND ENDS WITH TRACT I. SEE TRACT NOTES FOR TRACT USE.

AUDITOR'S CERTIFICATE

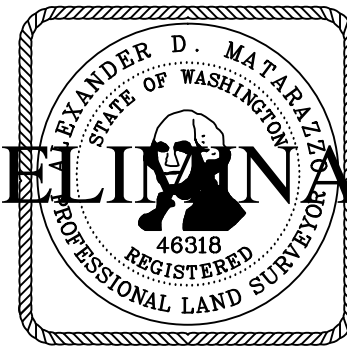
FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2018
AT _____, M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

BENTON COUNTY AUDITOR

BY DEPUTY BENTON COUNTY AUDITOR

FEE NO.

PRELIMINARY



10/29/2018

SEE CONTINUATION ON SHEET 3

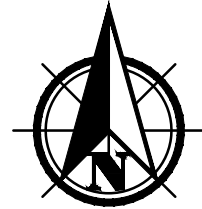


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CLIENT: BAUDER LAND AND DEVELOPMENT INC.	PROJECT NO.: 4234
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 10/29/2018
CALC BY: ADM	DRAWN BY: ROP
SECTION: 34	TOWNSHIP: 9 NORTH
CITY: RICHLAND	COUNTY: BENTON
SHEET 2 OF 4	

THE FINAL PLAT OF
WESTCLIFFE HEIGHTS PHASE 1A

A PLAT COMMUNITY
LOCATED IN THE SE 1/4 OF THE NW1/4, THE S 1/2 OF THE NE 1/4 & THE SE 1/4 OF
SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE
MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



Scale 1" = 100'

BASIS OF BEARINGS

NAD83 WASHINGTON STATE SOUTH ZONE GRID BEARING
OF S 89°09'47" E ALONG THE NORTH LINE OF THE
NORTHWEST QUARTER OF SECTION 34, AS MEASURED
BETWEEN EXISTING MONUMENTS.

LEGEND

- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318", SET A WITNESS CORNER AT LOTS 15/16, SEE MAP
- SET SCREW WITH WASHER STAMPED "PLS 46318" IN CONCRETE
- SET BRASS CAP IN MONUMENT CASE STAMPED "2018 PLS 46318"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED LS 41028 WITHIN 0.1' OF CALCULATED UNLESS OTHERWISE NOTED
- 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" SHOWN PER PLAT OF WESTCLIFFE HEIGHTS II (R1)
- FOUND SURVEY MONUMENT AS NOTED
- BRASS CAP IN MONUMENT CASE, STAMPED "2018 PLS 46318" SHOWN PER PLAT OF WESTCLIFFE HEIGHTS II (R1)
- CALCULATED POINT, NOT FOUND OR SET
- DENOTES ADDRESS, SUBJECT TO CHANGE, SEE NOTE "4" ON SHEET 4
- AUDITOR FILE NUMBER
- BAUDER LAND & DEVELOPMENT INC.
- BADGER MOUNTAIN IRRIGATION DISTRICT
- DENOTES CURVE / LINE DATA, SEE TABLE
- CITY OF RICHLAND
- EASEMENT
- EXISTING
- KENNEWICK IRRIGATION DISTRICT
- IRRIGATION
- PUBLIC UTILITY DISTRICT
- PUBLIC UTILITY EASEMENT
- RED PLASTIC CAP
- DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
- SECONDARY EMERGENCY ACCESS EASEMENT
- SECTION
- SQUARE FEET / ACRES
- UTILITY
- VOLUME, PAGE
- WITH
- WESTCLIFFE HEIGHTS OWNER'S ASSOCIATION
- WATERLINE
- YELLOW PLASTIC CAP
- SECTION OF SECTION SUB-DIVISION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY CENTERLINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- PLAT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- NEW LOT LINE
- EASEMENT DEDICATED BY THIS PLAT

LINE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	237.70'	420.05'	32°25'22"	N74°13'22"E	234.54'
C2	65.36'	155.02'	24°09'25"	S11°57'52"E	64.87'
C3	228.10'	310.03'	42°09'12"	N68°29'22"W	222.99'
C4	244.26'	275.03'	50°53'04"	N21°58'14"W	236.31'
C5	43.64'	100.01'	2°30'00"	N02°13'19"E	43.63'
C6	24.84'	210.02'	6°46'31"	S02°24'57"E	24.82'
C7	243.08'	135.02'	103°09'14"	N51°27'46"W	211.55'
C8	304.67'	195.02'	89°30'35"	N58°17'06"W	274.62'
C9	276.75'	210.02'	75°29'54"	S51°16'45"E	257.15'
C10	288.56'	300.03'	55°06'16"	N61°28'33"W	277.56'
C11	9.62'	330.04'	1°40'14"	S88°43'51"E	9.62'
C12	87.83'	330.04'	15°14'51"	N80°16'18"W	87.57'
C13	92.20'	330.04'	16°00'25"	N64°38'46"W	91.90'
C14	339.23'	330.04'	91°13'42"	N54°20'37"W	53.10'
C15	69.59'	295.03'	13°30'51"	S40°39'20"E	69.43'
C16	127.84'	295.03'	24°49'37"	S21°29'06"E	126.84'
C17	3.85'	295.03'	0°44'50"	N08°41'53"W	3.85'
C18	53.92'	295.03'	10°28'15"	N03°05'21"W	53.84'
C19	6.83'	295.03'	1°19'52"	N07°48'39"E	6.83'
C20	38.58'	980.11'	2°15'18"	N02°20'39"E	38.57'
C21	4.19'	980.11'	0°14'42"	S01°05'39"W	4.19'
C22	39.27'	25.00'	90°00'00"	S44°01'41"E	35.36'
C23	39.27'	25.00'	90°00'00"	N45°58'19"E	35.36'
C24	21.63'	183.02'	8°46'31"	N02°24'57"W	21.63'
C25	44.53'	183.02'	13°56'24"	S12°46'25"E	44.42'
C26	28.03'	237.03'	6°46'31"	N02°24'57"W	28.01'
C27	36.13'	25.00'	82°47'27"	S40°25'25"E	33.07'
C28	84.08'	230.03'	20°56'38"	S02°58'14"E	83.61'
C29	190.08'	230.03'	47°20'45"	S37°12'10"E	184.72'
C30	273.42'	175.02'	89°30'35"	S58°17'06"E	246.45'
C31	45.00'	155.02'	16°38'00"	S85°16'37"W	44.84'
C32	168.73'	155.02'	62°21'48"	S55°13'29"E	160.52'
C33	286.09'	200.02'	51°82'23"W	S28°32'23"E	282.32'
C34	172.47'	204.02'	48°26'07"	N41°06'22"W	173.38'
C35	73.80'	235.03'	17°59'24"	N87°07'40"W	73.49'
C36	32.11'	255.03'	7°12'51"	S00°08'07"E	32.09'
C37	79.06'	255.03'	17°45'42"	S12°37'24"E	78.74'
C38	115.32'	255.03'	25°54'31"	S34°27'30"E	114.34'
C39	17.13'	290.03'	3°23'05"	N49°06'18"W	17.13'
C40	156.74'	290.03'	30°57'47"	S66°16'44"E	154.83'
C41	39.51'	290.03'	7°48'20"	N85°39'48"W	39.48'
C42	39.41'	25.00'	90°19'12"	N45°16'26"E	35.46'
C43	168.80'	115.02'	84°05'22"	N41°55'51"W	154.05'
C44	38.27'	115.02'	19°03'51"	S86°29'32"E	38.09'
C45	20.52'	215.02'	5°28'05"	S79°41'40"W	20.51'
C46	76.20'	215.02'	20°18'21"	S87°25'07"E	75.81'
C47	89.99'	215.02'	23°58'42"	S85°16'36"E	89.33'
C48	81.87'	215.02'	21°48'54"	N4°22'48"W	81.38'
C49	67.34'	215.02'	17°56'33"	S22°39'04"E	67.06'
C50	114.52'	190.02'	34°31'48"	S30°47'42"E	112.79'
C51	106.97'	190.02'	32°15'13"	S64°11'12"E	105.56'
C52	43.08'	25.00'	98°42'53"	N50°19'45"E	37.94'
C53	22.39'	1020.11'	1°15'02"	S01°02'07"E	22.39'
C54	22.12'	1020.11'	1°14'33"	S02°51'02"W	22.12'
C55	11.85'	230.03'	2°57'06"	N59°24'00"W	11.85'
C56	21.97'	230.03'	5°28'19"	S55°11'17"E	21.96'
C57	5.75'	204.02'	1°56'57"	N64°30'57"W	5.75'
C58	38.95'	190.02'	1°44'45"	S53°55'58"E	38.89'
C59	37.65'	25.00'	86°16'25"	N26°37'22"E	34.19'
C60	25.92'	200.02'	7°25'29"	S20°13'35"E	25.90'
C61	79.42'	200.02'	22°44'59"	S35°18'49"E	78.90'
C62	6.74'	250.03'	1°52'39"	S47°27'37"E	6.74'
C63	147.28'	250.03'	33°45'03"	S65°06'28"E	145.16'
C64	23.97'	250.03'	5°29'39"	N84°43'49"W	23.97'
C65	16.13'	10.00'	92°24'32"	N46°19'06"E	14.44'
C66	45.07'	40.00'	64°33'04"	N40°09'06"W	42.72'
C67	151.70'	130.00'	65°51'35"	N32°24'15"W	143.24'

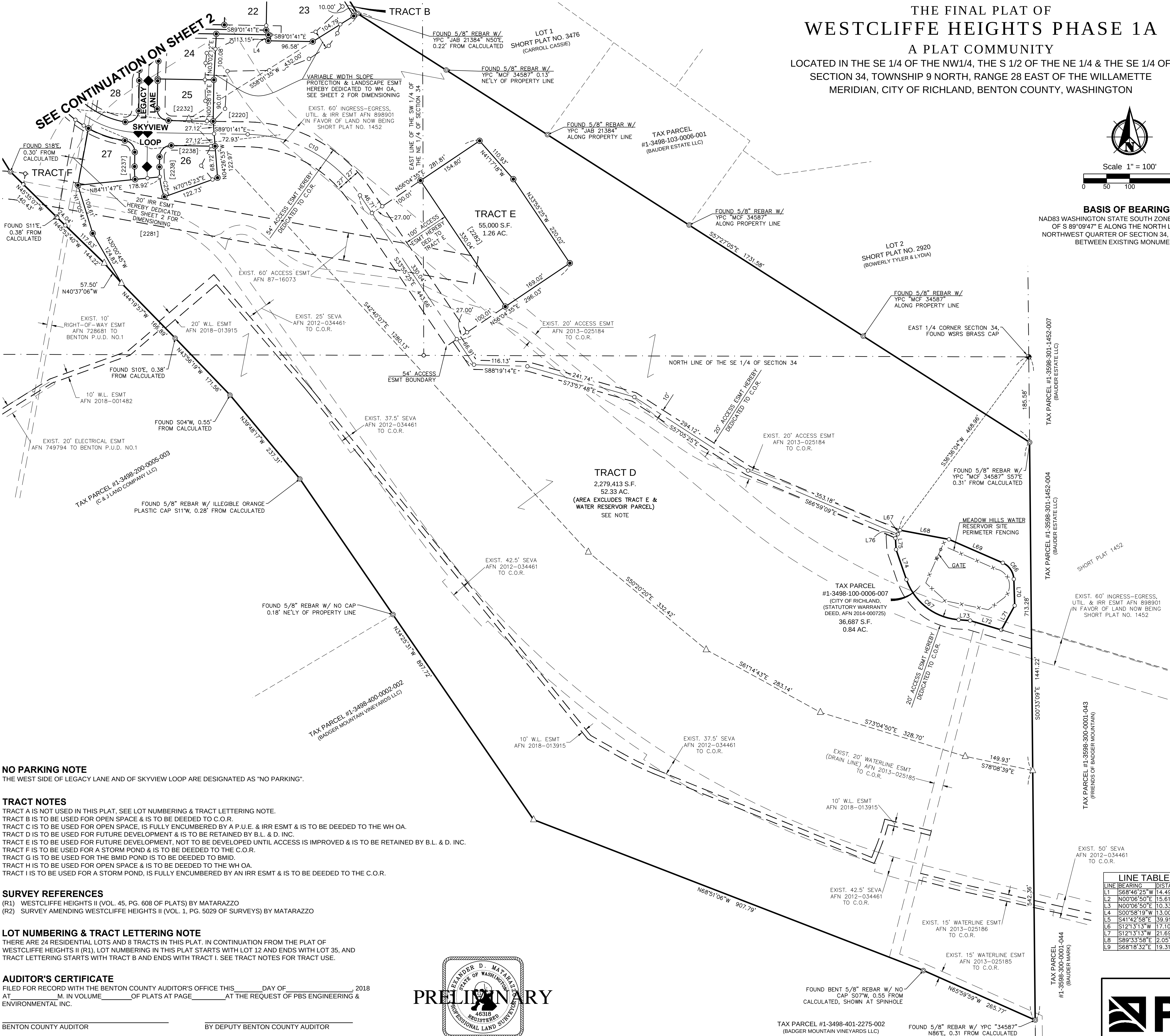
NOTE: L8-L66 DENOTE EASEMENT DIMENSIONS

NOTE: C55-C65 DENOTE EASEMENT DIMENSIONS



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

CLIENT: BAUDER LAND AND DEVELOPMENT INC.	PROJECT NO.: 4234
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 10/29/2018
CALC BY: ADM	DRAWN BY: ROP
SECTION: 34	TOWNSHIP: 9 NORTH
CITY: RICHLAND	COUNTY: BENTON
	SHEET 3 OF 4



NO PARKING NOTE

THE WEST SIDE OF LEGACY LANE AND OF SKYVIEW LOOP ARE DESIGNATED AS "NO PARKING".

TRACT NOTES

TRACT A IS NOT USED IN THIS PLAT, SEE LOT NUMBERING & TRACT LETTERING NOTE.
TRACT B IS TO BE USED FOR OPEN SPACE & IS TO BE DEEDED TO C.O.R.
TRACT C IS TO BE USED FOR OPEN SPACE, IS FULLY ENCUMBERED BY A.P.U.E. & IRR ESMT & IS TO BE DEEDED TO THE WH OA.
TRACT D IS TO BE USED FOR FUTURE DEVELOPMENT & IS TO BE RETAINED BY B.L. & D. INC.
TRACT E IS TO BE USED FOR FUTURE DEVELOPMENT, NOT TO BE DEVELOPED UNTIL ACCESS IS IMPROVED & IS TO BE RETAINED BY B.L. & D. INC.
TRACT F IS TO BE USED FOR A STORM POND & IS TO BE DEEDED TO THE C.O.R.
TRACT G IS TO BE USED FOR THE BMID POND IS TO BE DEEDED TO BMID.
TRACT H IS TO BE USED FOR OPEN SPACE & IS TO BE DEEDED TO THE WH OA.
TRACT I IS TO BE USED FOR A STORM POND, IS FULLY ENCUMBERED BY AN IRR ESMT & IS TO BE DEEDED TO THE C.O.R.

SURVEY REFERENCES

- (R1) WESTCLIFFE HEIGHTS II (VOL. 45, PG. 608 OF PLATS) BY MATARAZZO
- (R2) SURVEY AMENDING WESTCLIFFE HEIGHTS II (VOL. 1, PG. 5029 OF SURVEYS) BY MATARAZZO

LOT NUMBERING & TRACT LETTERING NOTE

THERE ARE 24 RESIDENTIAL LOTS AND 8 TRACTS IN THIS PLAT. IN CONTINUATION FROM THE PLAT OF WESTCLIFFE HEIGHTS II (R1), LOT NUMBERING IN THIS PLAT STARTS WITH LOT 12 AND ENDS WITH LOT 35, AND TRACT LETTERING STARTS WITH TRACT B AND ENDS WITH TRACT I. SEE TRACT NOTES FOR TRACT USE.

AUDITOR'S CERTIFICATE

FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____ 2018
AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

BENTON COUNTY AUDITOR

BY DEPUTY BENTON COUNTY AUDITOR

FEE NO.



TAX PARCEL #1-3498-401-2275-002 (BADGER MOUNTAIN VINEYARDS LLC)

FOUND 5/8" REBAR W/ YPC "34587" N86°E, 0.31' FROM CALCULATED

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF BAUDER LAND AND DEVELOPMENT INC. TO SUBDIVIDE THOSE LANDS KNOWN AS TAX PARCEL 1-3498-100-0006-006 AND TRACT A OF THE PLAT OF WESTCLIFFE HEIGHTS II, AS RECORDED IN VOLUME 15 OF PLATS AT PAGE 608 UNDER AUDITOR'S FILE NUMBER 2018-015773, RECORDS OF BENTON COUNTY, WASHINGTON

THIS PROJECT IS BOUND ON THE WEST AND SOUTHWEST BY THE SAID PLAT OF WESTCLIFFE HEIGHTS II, BY TAX PARCELS 1-3498-200-0005-003 & 1-3498-400-0002-002, ON THE SOUTH BY TAX PARCEL #1-3498-401-2275-002, ON THE EAST BY TAX PARCELS 1-3598-300-0001-044, 1-3598-300-0001-043, 1-3598-301-1452-004, ON THE NORTHEAST BY THAT SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 2920 UNDER AUDITOR'S FILE NUMBER 2005-043377, TAX PARCEL 1-3498-103-0006-001 & THAT SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3476 UNDER AUDITOR'S FILE NUMBER 2015-037331 AND ON THE NORTH BY TAX PARCEL 1-3498-100-0004-003. ADDITIONALLY, TAX PARCEL #1-3498-100-0006-007, BEING THE MEADOW HILLS WATER RESERVOIR SITE, IS LOCATED WHOLLY WITHIN THE BOUNDARY OF THIS PROJECT. PROPERTY CORNER PINS WERE NOT FOUND FOR SAID WATER RESERVOIR PARCEL, AND IS SHOWN HEREIN PER THE DESCRIPTION LISTED ON THE DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2014-000725 AND ESTABLISHED BY HOLDING THE WEST QUARTER CORNER OF SECTION 34 AND FOLLOWING THE EAST-WEST CENTER SECTION LINE. ALL RECORDS LISTED ARE OF BENTON COUNTY, WASHINGTON.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING A TRIMBLE R8 GNSS GPS RECEIVER HAVING AN ACCURACY OF 1CM+2PPM TIMES MEASURED LENGTH WITH TIES TO CITY OF RICHLAND PROVIDED CONTROL POINTS BASED ON NAD83. THE MONUMENTS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS IN SEPTEMBER 2016 THRU AUGUST 2018.

TITLE REPORT REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES PLAT CERTIFICATE, ORDER NO. CBF7274, EFFECTIVE: AUGUST 8, 2018 AT 8:00 AM. IN PREPARING THIS PLAT, PBS ENGINEERING & ENVIRONMENTAL INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING & ENVIRONMENTAL INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES PLAT CERTIFICATE. PBS ENGINEERING & ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING & ENVIRONMENTAL INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

CITY OF RICHLAND REQUIRED NOTES

- 1.) THE PLAT OF WESTCLIFFE HEIGHTS LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAT (RMC 12.03). AS SUCH, EACH BUILDING PERMIT WITHIN THE PLAT SHALL THEREFORE BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN FOR ANY PHASE SUBMITTED FOR APPROVAL.
- 2.) THE HOMEOWNERS CAN MAINTAIN THE LANDSCAPING WITHIN THE STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF SO DESIRED. THE CITY'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS.
- 3.) ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
- 4.) ADDRESSES SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE: 99352."
- 5.) WHITE SHIELD, INC., GER DATED AUGUST 28, 2018, WSI PROJECT#117-069-01
 - A) WSI RECOMMENDS THAT EXCAVATION OF ANY OF THE EXISTING 1V:2H SLOPES WITHIN THE DEVELOPMENT SHOULD BE REVIEWED AND APPROVED BY A GEO-TECHNICAL ENGINEER PRIOR TO EXCAVATION. A SITE SPECIFIC ENGINEERING DESIGN SHOULD BE REQUIRED FOR ANY CONSTRUCTION OR MODIFICATION OF THE EXISTING STEEP SLOPES.
 - B) DUE TO THE SHALLOW BEDROCK AT THE SITE, WSI RECOMMENDS THE USE OF SHALLOW INFILTRATION TRENCHES OR SURFACE SWALES FOR THE DISPOSAL AND/OR MANAGEMENT OF STORMWATER AT EACH HOME.

PLAT BOUNDARY CLOSURE

BEARING DISTANCE

N 65°59'59" W 265.77'
N 68°51'06" W 907.79'
N 34°25'31" W 897.72'
N 39°48'17" W 237.31'
N 43°56'19" W 171.56'
N 44°19'57" W 166.89'
N 40°37'08" W 57.50'
N 45°52'40" W 144.22'
N 45°35'07" W 140.43'
N 31°59'19" W 192.52'
N 86°22'15" W 156.14'
N 49°42'13" W 205.84'
N 00°06'46" E 347.63'
N 68°46'25" E 14.49'
N 11°57'52" W 64.87'
N 00°06'50" E 15.61'
N 00°13'48" E 74.42'
N 00°04'40" E 125.19'
S 89°33'20" E 800.57'
S 31°58'25" E 693.29'
S 57°27'05" E 1731.58'
S 00°33'09" E 1255.64'

CLOSURE ERROR DISTANCE> 0.0046' ERROR BEARING> N 25°04'32" W
CLOSURE PRECISION> 1 IN 1883973.2 TOTAL DISTANCE> 8667.45'
AREA: 3,211,177 S.F., 73.72 AC.

LEGAL DESCRIPTIONS

PARCEL A

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
TRACT A, WESTCLIFFE HEIGHTS II, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 608, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL B 1-3498-100-0006-006

PORTION DEFINED AS FOLLOWS; A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 00° 33' 25" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1320.72 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00° 33' 25" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1320.72 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;
THENCE SOUTH 00° 33' 17" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 901.05 FEET;
THENCE NORTH 78° 09' 33" WEST A DISTANCE OF 153.04 FEET;
THENCE NORTH 73° 05' 44" WEST A DISTANCE OF 328.70 FEET;
THENCE NORTH 61° 15' 37" WEST A DISTANCE OF 283.14 FEET;
THENCE NORTH 50° 21' 14" WEST A DISTANCE OF 332.42 FEET;
THENCE NORTH 42° 41' 01" WEST A DISTANCE OF 1280.13 FEET;
THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 436.00 FEET;
THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 693.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST CORNER OF SAID SECTION;
THENCE SOUTH 89°34' 14" EAST ALONG SAID NORTH LINE A DISTANCE OF 1812.32 FEET TO THE TRUE POINT OF BEGINNING; LESS THAT PORTION OF SECTION 34 FOR ANNEXATION TO THE CITY OF RICHLAND 9-94, DATED 3/7/1994, DESCRIBED AS FOLLOWS; REAL PROPERTY LOCATED IN THE WEST HALF OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. LYING SOUTHERLY AND WESTERLY OF THE KENNEWICK IRRIGATION DISTRICT BADGER EAST LATERAL CANAL RIGHT OF WAY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 35;
THENCE SOUTH 00° 33' 17" EAST 186.00 FEET ALONG THE WEST LINE OF SAID SECTION 35;
THENCE SOUTH 68° 41' 48" EAST, 1949.90 FEET; THENCE NORTH 41° 00' 00" EAST 850.97 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF KENNEWICK IRRIGATION DISTRICT BADGER EAST LATERAL CANAL AND THE TERMINUS OF SAID LINE; TOGETHER WITH A PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE SOUTH 00° 33' 17" EAST, 186.00 FEET ALONG THE EAST LINE OF SAID SECTION 34;
THENCE NORTH 57° 26' 07" WEST 1731.93 FEET; THENCE NORTH 31° 59' 19" WEST, 693.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34;
THENCE SOUTH 89° 34' 14" EAST 1,812.32 FEET ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON THE EAST LINE OF SAID SECTION;
THENCE SOUTH 00° 33' 25" EAST, 1320.72 FEET TO THE POINT OF BEGINNING, EXCEPT LOT 1 OF SHORT PLAT#1729, RECORDS OF BENTON COUNTY, AND EXCEPT ALL THAT PORTION FALLING WITHIN LOT 1 OF SHORT PLAT #1452, RECORDS OF BENTON COUNTY, TOGETHER WITH THE ADJOINING KID RIGHT OF WAY. (PER ORDINANCE #9-94, 3/7/94), LESS THAT PORTION DESCRIBED AS FOLLOWS; A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS; BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 34;
THENCE SOUTH 89° 51' 32" EAST ALONG THE EAST-WEST CENTER OF SECTION LINE THEREOF A DISTANCE OF 2160.32 FEET TO A POINT OF CURVE;
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32° 07' 47" HAVING A RADIUS OF 600.00 FEET AN ARC DISTANCE OF 336.46 FEET;
THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 426.40 FEET TO A POINT OF CURVE;
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 42° 25' 13" HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 240.62 FEET TO THE BEGINNING OF AN EASEMENT DEED RECORDED UNDER AF#898901, AND THE BEGINNING OF THE CENTERLINE OF AN EXISTING 25.00 FOOT WIDE SECONDARY EMERGENCY ACCESS EASEMENT (SEAV), RECORDED UNDER AF#2012-034461, RECORDS OF SAID COUNTY AND STATE, SAID POINT BEING AT STATION (POT) 10+00.00;
THENCE SOUTH 78° 34' 06" EAST A DISTANCE OF 200.82 FEET TO STATION (PC), 12+00.82, ALONG SAID (SEVA), AND THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 18.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 26' 44", TO STATION (PT) 12+18.86, ALONG SAID (SEVA);
THENCE SOUTH 76° 07' 22" EAST A DISTANCE OF 68.91 FEET LEAVING SAID CURVE, TO STATION (PC) 12+87.77, ALONG SAID (SEVA), AND THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 154.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 34' 33", TO STATION (P01) 14+42.63 ALONG SAID (SEVA); THENCE NORTH 43° 27' 11" EAST A DISTANCE OF 30.91 FEET, LEAVING SAID CURVE, AND SAID (SEVA) TO THE BEGINNING OF AN EXISTING 20.00 FEET WIDE ACCESS EASEMENT RECORDED UNDER AF#2013-025184 AND THE BEGINNING OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHEASTERLY A DISTANCE OF 75.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 28' 38" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 50° 04' 11" EAST A DISTANCE OF 68.73 FEET, LEAVING SAID CURVE ALONG SAID ACCESS EASEMENT, TO THE BEGINNING OF A 175.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY A DISTANCE OF 99.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 28' 49" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 82° 33' 00" EAST A DISTANCE OF 175.31 FEET, LEAVING SAID CURVE, ALONG SAID ACCESS EASEMENT, TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 47.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 09' 01" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 64° 23' 59" EAST A DISTANCE OF 52.92 FEET, LEAVING SAID CURVE, ALONG SAID ACCESS EASEMENT TO THE BEGINNING OF A 200.00 FOOT RADIUS OF TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY A DISTANCE OF 30.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 50' 43", ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 73° 14' 41" EAST A DISTANCE OF 76.68 FEET, LEAVING SAID CURVE ALONG SAID ACCESS EASEMENT, TO THE BEGINNING OF A 250.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 99.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 52' 03" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 50° 22' 38" EAST A DISTANCE OF 120.56 FEET, LEAVING SAID CURVE ALONG SAID ACCESS EASEMENT TO THE BEGINNING OF A 550.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY A DISTANCE OF 90.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09° 25' 42" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 59° 48' 20" EAST A DISTANCE OF 77.61 FEET, LEAVING SAID CURVE, ALONG SAID ACCESS EASEMENT, TO THE BEGINNING OF A 350.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 30.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 59' 02" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 54° 49' 18" EAST A DISTANCE OF 84.33 FEET, LEAVING SAID CURVE ALONG SAID ACCESS EASEMENT TO THE BEGINNING OF A 350.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 96.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 51' 55" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 70° 41' 13" EAST A DISTANCE OF 95.24 FEET, LEAVING SAID CURVE ALONG SAID ACCESS EASEMENT TO THE BEGINNING OF A 1000.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 60.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 29' 33" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 67° 11' 40" EAST A DISTANCE OF 172.29 FEET; LEAVING SAID CURVE ALONG SAID ACCESS EASEMENT TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE NORTHEASTERLY A DISTANCE OF 21.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 07' 43" ALONG SAID ACCESS EASEMENT;
THENCE SOUTH 71° 19' 23" EAST A DISTANCE OF 20.53 FEET, LEAVING SAID CURVE, ALONG SAID ACCESS EASEMENT, TO THE BEGINNING OF A 200.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 39.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 13' 18" TO A POINT ON THE WESTERLY BOUNDARY OF THE CITY OF RICHLAND PROPOSED MEADOW HILLS RESERVOIR SITE, AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 29° 53' 55" EAST A DISTANCE OF 10.00 FEET, LEAVING SAID ACCESS EASEMENT ON A RADIAL LINE OF THE AFOREMENTIONED CURVE; ALONG THE BOUNDARY OF SAID RESERVOIR SITE;
THENCE SOUTH 79° 20' 30" EAST A DISTANCE OF 108.17 FEET, ALONG SAID BOUNDARY; THENCE SOUTH 66° 25' 41" EAST A DISTANCE OF 127.51 FEET ALONG SAID BOUNDARY TO THE BEGINNING OF A 40.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 45.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 33' 04" ALONG SAID BOUNDARY;
THENCE SOUTH 01° 52' 37" EAST A DISTANCE OF 57.56 FEET, LEAVING SAID TANGENT CURVE ALONG SAID BOUNDARY;
THENCE SOUTH 28° 42' 41" WEST A DISTANCE OF 60.35 FEET, ALONG SAID BOUNDARY; THENCE NORTH 73° 23' 14" WEST A DISTANCE OF 70.68 FEET ALONG SAID BOUNDARY;
THENCE NORTH 85° 50' 06" WEST A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A 130.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 04° 09' 54" EAST; THENCE NORTHWESTERLY A DISTANCE OF 151.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 51' 35", ALONG SAID BOUNDARY;
THENCE NORTH 18° 58' 32" WEST A DISTANCE OF 69.11 FEET, LEAVING SAID TANGENT CURVE, ALONG SAID BOUNDARY;
THENCE NORTH 03° 12' 54" WEST A DISTANCE OF 24.75 FEET TO A POINT ON THE SAID 20.00 FOOT WIDE ACCESS EASEMENT RECORDED UNDER AF#2013-025184, RECORDS OF SAID COUNTY AND STATE; THENCE NORTH 29° 53' 55" EAST A DISTANCE OF 10.00 FEET ON A RADIAL LINE TO SAID EASEMENT BACK TO THE TRUE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2014-000725, 1/10/2014).

THE FINAL PLAT OF
WESTCLIFFE HEIGHTS PHASE 1A

A PLAT COMMUNITY

LOCATED IN THE SE 1/4 OF THE NW1/4, THE S 1/2 OF THE NE 1/4 & THE SE 1/4 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

DEDICATION

I, THE UNDERSIGNED, JESSICA HOLLANDSWORTH, LEGAL REPRESENTATIVE OF BAUDER LAND AND DEVELOPMENT INC., A WASHINGTON CORPORATION, CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON; HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED THE SAID TO BE SURVEYED AND PLATTED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE STREETS AND/OR ROAD RIGHTS-OF-WAY SHOWN HEREON TO THE USE OF THE PUBLIC; AND DO HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED. THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME "WESTCLIFFE HEIGHTS PHASE 1A"

JESSICA HOLLANDSWORTH DATE

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JESSICA HOLLANDSWORTH, HAS SIGNED THIS PLAT, ON OATH STATED THAT SHE IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

DECLARATION BY DECLARANT

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED WESTCLIFFE HEIGHTS OWNER'S ASSOCIATION, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR WESTCLIFFE HEIGHTS OWNER'S ASSOCIATION, RECORDED UNDER _____ [NAME OF COUNTY] COUNTY RECORDING NO. _____ [RECORDING NUMBER].

PRINTED NAME: _____ TITLE DATE
FOR WESTCLIFFE HEIGHTS
OWNER'S ASSOCIATION

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, HAS SIGNED THIS PLAT, ON OATH STATED THAT SHE IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____ A.D.
TAX PARCEL No.'S 1-3498-100-0006-006 AND _____

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, COUNTY OF BENTON, STATE OF WASHINGTON.

CITY MANAGER DATE

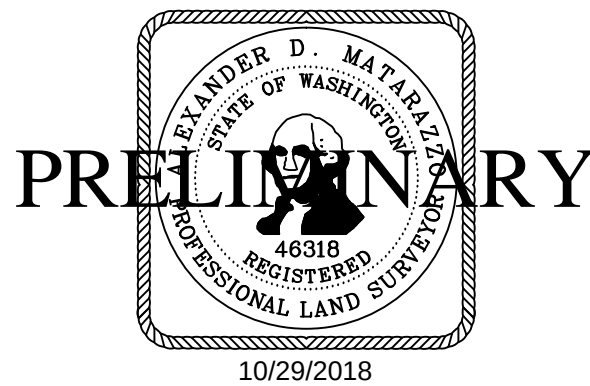
CITY CLERK DATE

CITY ENGINEER DATE

IRRIGATION APPROVAL

I CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE BADGER MOUNTAIN IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON AND HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR _____.

FOR BADGER MOUNTAIN IRRIGATION DISTRICT, TITLE DATE



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

CLIENT: BAUDER LAND AND DEVELOPMENT INC.		PROJECT NO.: 4234	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 10/29/2018	
CALC BY: ADM	DRAWN BY: ROP	SCALE: N/A	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>4</u> OF <u>4</u>	

Exhibit B

(S2017-101 – Westcliffe Heights)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
MAY 4, 2017**

APPLICANT: MARK BAUDER

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 140.3 ACRES INTO
203 RESIDENTIAL LOTS, (WESTCLIFFE HEIGHTS)

LOCATION: IMMEDIATELY SOUTH OF THE INTERSECTION OF FERRARA LANE
AND SICILY LANE (WESTCLIFFE)

ENGINEER: PBS ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

Pre-Plat Specific Corrections:

1. Tract "D" should be labeled as a "Storm Drainage Tract" and not as "Future Development", per discussions with the developer and his engineer.
2. The BMID pond needs to be shown on sheet 1.

General Conditions:

3. Portions of the plat are subject to the City's wild land fire protection requirements. To ensure that future lot buyers are properly informed of the specific wild land fire requirements, the following note shall be placed on the final plat: *"The following lots within the plat are subject to the City's Wild Land Fire Protection requirements as delineated in Richland Municipal Code Section 21.01.030 or as they may be subsequently modified. Lots 1-19 shall be subject to these requirements. All structures built on these lots must be developed with non-combustible siding, soffit and skirting on the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have skirting if within 30 feet of adjacent wild-land areas when the wild-land area is in excess of five contiguous acres. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage."*
4. Subsequent final plat phases shall be designed and submitted in substantial conformance with the preliminary plat referenced in the May 4, 2017 staff report (Exhibit 1).
5. Dedication of Tract C referenced as Exhibit 1 in the May 4, 2017 staff report, to the City of Richland Parks and Public Facilities Department shall fully satisfy parks impact fee payment requirements for all lots belonging to Westcliffe Heights.
6. 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 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.

7. 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.
8. 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.
9. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
10. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
11. 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.
12. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
13. 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'.
14. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
15. 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/>
16. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The

designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

17. 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:

18. 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. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - L. 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.
 - M. The minimum centerline radius for local streets shall be 100-feet.
 - N. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - O. 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.
 - P. A detailed grading plan shall be included in the submitted plan set.
 - Q. 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.
 - R. 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.
 - S. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - T. 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.
 - U. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - V. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).

- W. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - X. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
19. 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.
20. 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.
21. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
 - B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
 - C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

Traffic & Streets:

22. The Westcliffe Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive “credits” for construction of Queensgate Drive as allowed under the City’s South Richland Collector Street Financing Plan.
23.
 - A) The off-site portion of Queensgate Drive and “Primary Drive” shall be constructed to the City’s standard rural road section at the same time that the initial phase is constructed.
 - B) The “primary drive” shall be constructed to establish an access route connecting Morency Drive to Queensgate Drive prior to the final platting of the 26th lot belonging to Phases 3 through 7 as indicated on the Preliminary Phase Exhibit sheet of Exhibit 1 as contained in the May 4, 2017 staff report.
 - C) The applicant shall obtain all necessary right-of-way permits from Benton County prior to constructing road connections to Jurupa Street and Rachel Road.
24. The maximum centerline finish grade for the proposed Queensgate Drive shall be no more than 10%.
25. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
26. 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.
27. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
28. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.
29. 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.).
30. 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:

31. The proposed preliminary plat is located within both the Tapteal 4 and 5 water pressure zones. It shall be the responsibility of the developer to install the appropriate infrastructure to serve domestic water at the correct pressure(s) to the entire plat. This may require parallel water mains in some roads.
32. There are existing water mains within the boundary of this preliminary plat. As development proceeds over these mains it shall be the responsibility of the developer to re-lay them at the correct depth and/or relocate them to be within future Right of Ways.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of water mains where needed.
34. Domestic water shall be extended to the adjoining properties adjacent to the plat.
35. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

36. There are multiple off-site locations available to extend sanitary sewer to this project. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
37. Sanitary sewer shall be extended to all adjoining uphill properties adjacent to the plat.
38. 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.

Storm Water:

39. 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.
40. 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.

41. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
42. 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.
43. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
44. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
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. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
48. 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.
49. 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.

50. 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.

Electrical Service:

51. Provide a ten (10) foot electrical utility easement following the south line of the access easement shown on Sheet 3 of the preliminary plat leading from the "secondary drive" to the City reservoirs, noted as easement 1.
52. The electrical service for Westcliffe Heights will be accomplished by extending a 750mcm feeder circuit from the Westcliffe development up Queensgate Drive. This feeder will be extended through the Westcliffe Heights development and connect to an existing feeder circuit in Falcon Crest. This will complete a feeder loop improving the system reliability. The residential lots will be served from distribution circuits that are fed from the feeder circuit extended through the development. Infrastructure for a future feeder tie to Rachel Road will also be installed during this development.

Final Platting Requirements:

53. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
56. 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.
57. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the

engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

58. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
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.



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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“WESTCLIFFE HEIGHTS” PRELIMINARY PLAT**

FILE NUMBER: S2017-101

APPLICANT: MARK BAUDER

APPLICATION: TO SUBDIVIDE 140.3 ACRES INTO 203 SINGLE FAMILY RESIDENTIAL LOTS
AND ELEVEN (11) TRACTS

LOCATION: IN THE SOUTH RICHLAND AREA, ON FOUR PARCELS THAT FORM MUCH OF
THE CREST OF LITTLE BADGER MOUNTAIN, RUNNING FOR ABOUT 1.3 MILES
IN A NORTHWEST TO SOUTHEAST ORIENTATION, GENERALLY EAST OF
BERMUDA ROAD AND WEST OF MEADOW HILLS DRIVE.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS. 134981000005000
134981000006006, 135983000001044, AND 135983000001040.

NOTE: PARCEL No. 135983000001039 IS ALSO INCLUDED FOR PURPOSES OF THE SEPA DNS ISSUED
FOR SITE-GRADING ACTIVITIES ASSOCIATED WITH THE PROPOSAL. (SEE LIST ON EX. 1, PRELIMINARY PLAT SITE
PLAN, COVER SHEET, SHEET 1 OF 5; AND EX. 5, SEPA DNS FOR SITE-GRADING).

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

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: JULY 6, 2017

I. PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS.

Mark Bauder, as the project applicant and owner of the property at issue in this matter, submitted the underlying application to subdivide the property on or about February 3, 2017. (*Exhibit 2, Preliminary Plat Application*).

The proposed subdivision would divide approximately 140 acres into a development site with 203 single family residential lots known as the Westcliffe Heights Preliminary Plat, which will be served by City utilities, include internal streets, and eleven (11) tracts. (*Staff Report, pages 2 and 8; Exhibit 1, Preliminary Plat Site Plan; Ex. 2, application*).

Sitting atop the hill known locally as “Little Badger Mountain”, the proposed plat site consists of arid sagebrush steppe/grassland and two municipal water tanks on a single hillcrest that is generally oriented northwest to southeast. On the north side, the hill experiences a vertical gain of approximately 510-feet – rising up from Meadow Hills Drive. The south side of the hill experiences a more gradual slope with an approximate vertical gain of 300-feet, using the orchard edge as a marker for the base. Multiple areas within the site are designated as critical areas due to high erosion potential and/or steep slopes.

Lands located east and north of the site are predominantly developed with single-family residential neighborhoods while land in the southern and western vicinities continues to be used for orchard/agricultural purposes. Some neighboring properties to the north and south contain similar orchards and natural sagebrush together with a single-family home site owned by the Wilson family.

Generally, the proposed plat is situated in an area of vacant land on the western fringe of urban South Richland, with neighborhoods to the east, north and south, and with large open expanses of orchard land generally to the west.

The proposed Westcliffe Plat borders the city limits in the southwest corner where proposed Tracts J & K are shown, and along the southerly boundary of the plat. A single-family residential neighborhood named “Reata Heights”, which was platted in 2002, lies south of the plat boundary, in unincorporated Benton County. (*Staff Report, page 7; Ex. 13, site photos; Site Visit*).

SEPA Compliance.

Exhibit 4 is the Environmental Checklist submitted by the applicant for project-related grading work on the steep site, and *Exhibit 5* is the City’s Determination of Non-Significance (DNS) for grading. The SEPA comment period for site-grading expired on December 19, 2016, with no one submitting any comments.

Exhibit 6 is the Environmental checklist submitted by the applicant for the proposed plat itself, and *Exhibit 7* is the *Mitigated Determination of Non-Significance* issued for the plat, issued on

March 7, 2017, which includes seven (7) specific SEPA mitigation measures for the project, which read as follows:

- 1) Prior to the City accepting the first phase final plat, the proponent must have performed and submit to the City the results of a site-wide geologic hazards study and technical report. Said geologic technical report shall include assurance in the form of a letter from the geologic consultant who prepared the required study and report stating that the activity creates minimal risk of danger to life or property on or off the project site.
- 2) The off-site portion of Queensgate Drive and “Primary Drive” shall be constructed to the City’s standard rural road section at the same time that phase 1 is constructed.
- 3) The Westcliffe Heights residential subdivision, or any subsequent name thereof, is subject to dedication or payment of fees for park, recreation and open space land in accordance with the provisions of Richland Municipal Code Section 22.12.
- 4) The Westcliffe Heights residential subdivision, or any subsequent name thereof, is subject to payment of traffic impact fees in accordance with the provisions of Richland Municipal Code Chapter 12.03.
- 5) Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington and as identified by permit conditions issued by the City of Richland and or the Washington State Department of Ecology.
- 6) An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval. Erosion control measures shall be maintained throughout the construction of the project.
- 7) If during grading and construction activities archeological resources are uncovered, the developer shall suspend work in that particular area and contact the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

The SEPA comment period for the MDNS expired on March 22, 2017, with only a single written SEPA comment received on March 16th from the Department of Ecology relating to stormwater NPDES permitting (erosion sediment control plan requirements), and potential soil contamination issues (based upon the historical agricultural use of the land, and the possibility the soil might contain residual concentrations of pesticides), a copy of which is included in the record as part of *Exhibit 8*.

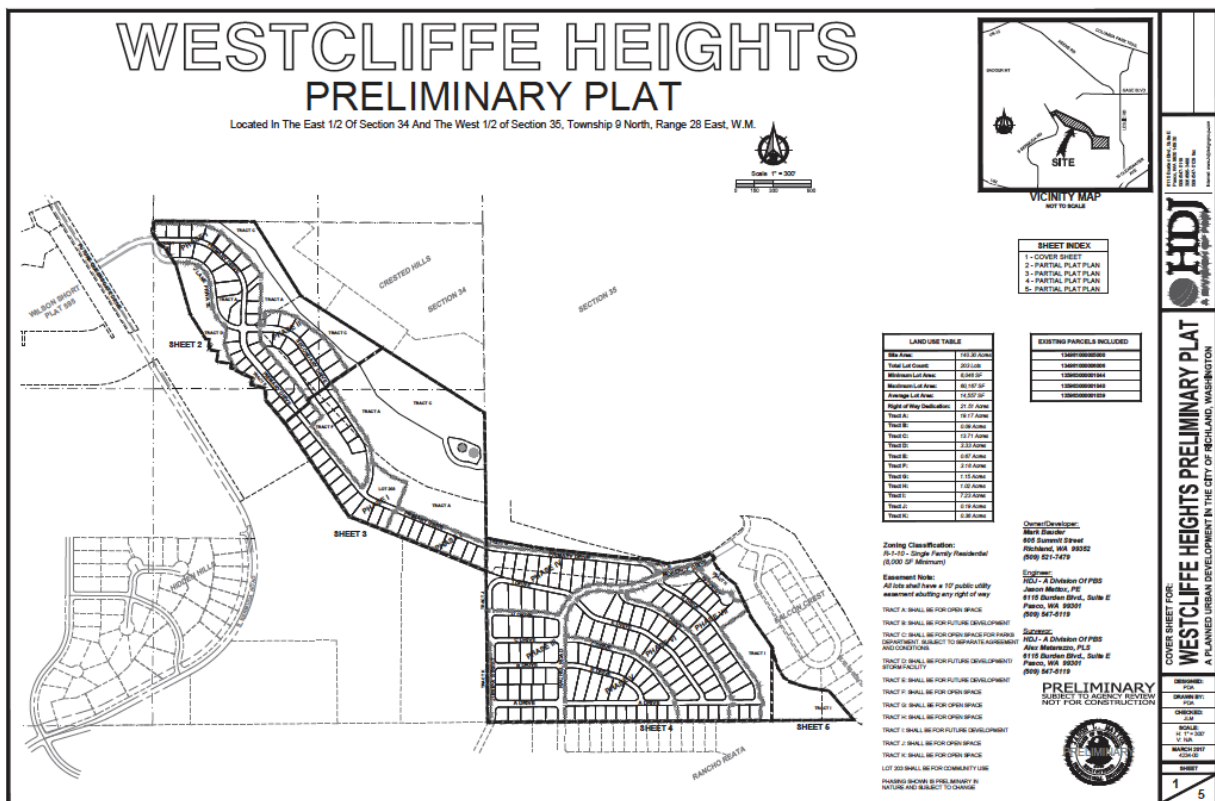
No local residents submitted any written comments regarding the DNS for grading or the MDNS for the plat before the applicable SEPA comment periods expired. Only the Department of Ecology’s Central Regional Office provided timely comments regarding the MDNS, which gives that agency standing to pursue an appeal of the environmental determination for the project. No one appealed either of the SEPA threshold determinations issued for the project. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements, and stands unchallenged for purposes of this Recommendation.

Public Hearing.

The open-record public hearing for the application occurred on May 4, 2017, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, several weeks before the hearing, and again after the hearing.

For the reader's convenience, a copy of the Cover Page from the site plans for the proposed plat is provided below:

Exhibit 1



II. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “Westcliffe Heights” Preliminary Plat, File No. S2017-101, dated May 4, 2017;

1. Preliminary Plat site plan;
2. Application;
3. Public Notices and affidavits confirming same;
4. Environmental Checklist, for site-grading activities;
5. SEPA Determination of Non-Significance (DNS), for grading;
6. Environmental Checklist, for the proposed plat;
7. SEPA Mitigated Determination of Non-significance (MDNS), for the proposed plat;
8. Written Comments, including those submitted by members of the public at the hearing, and photos referenced by local residents at the hearing;
9. Technical Advisory Committee Report (as REVISED, and forwarded to the Examiner on May 12, 2017;
10. RMC 22.12 – Parks Dedication;
11. Queensgate Traffic Study;
12. Geotechnical Report;
13. Site Photos;
14. Benton County Engineer comments regarding the proposed Westcliffe Heights subdivision, provided before the hearing, in the form on an email dated April 28, 2017, to Shane O’Neill, from Jeff Liner, forwarding proposed condition requested by Benton County, issued by Matt Rasmussen, PE, County Engineer for Benton County. (In this message, the County Engineer seeks to include the following requirements:
“The connection to the current terminus of Morency /drive and the connection of “Primary Drive” from Morency Drive/Rachel Road to “Future Queensgate Drive” and the connection of “Future Queensgate Drive” to the current terminus of Queensgate Drive shall be complete prior to or concurrent with any construction of lots or roadways accessing Rachel Road and/or Jurupa Street. [And, a] Road Approach Permit is required from the office of the Benton County Engineer for connections to Rachel Road and Jurupa Street.”)

Post Hearing Exhibits:

15. City Council meeting materials re: Transportation Impact Fee Program, updates as of 2012, major South Richland transportation infrastructure

- improvements to be funded by such fees, transmitted as a large attachment to the Examiner as requested at the public hearing, from Mr. O'Neill and Mr. Simon on May 12, 2017; and
16. Transportation Impact Fee Update 2012, Excel Spreadsheet showing city's fee calculations for portions of the city, particularly the area where the proposed plat is located in South Richland, identified as "Zone 1" for fee-assessment purposes; lists projects to be funded by impact fees, and for which developers may be eligible for credits if they dedicate lands or expend funds to move such projects forward. This information was requested by the Examiner at the public hearing, and was provided to the Examiner in the form of an email transmitted on May 15, 2017.

Following receipt of the requested post-hearing materials, the Record is closed and this decision is now in order. The Recommendation is delayed due to the volume of materials reviewed to address comments, and due to an electronic transmission challenge in receiving complete copies of some exhibits that are included in the record.

Testimony/Comments: The following persons were sworn and provided testimony under oath at the open-record hearing:

1. Shane O'Neill, Senior Planner, for the City of Richland; and
2. Jason L. Mattox, PE, Senior Engineer/Operations Manager with the PBS Engineering firm, for the applicant;
3. Greg Conover, lives on SE side of proposed plat, towards winery;
4. Jeuno Choe, lives along Falcon Crest Loop, shared photos of vehicle that crashed into his house in or about 2014;
5. Roger Snyder, local resident, expressed concerns about increased traffic along Morency, speeds, safety;
6. Denise Bruce, lives along Rachel Road in unincorporated Benton County;
7. Estella Romjue, of the Badger Mountain Winery, to the south of the plat;
8. Sam Amato, since 2012, resides on Morency Drive, expressed concerns with litter, safety, speed;
9. Bill Bowen, expressed concerns with proposed connections to Jarupa and Rachel Road;
10. J. Raftovich, expressed preference that Little Badger Mountain should be a preserve, left as open space;
11. Janice Simonson, resides along Rachel Drive in the county, not opposed to project but concerned with increased traffic on county roads;
12. Marilyn Taylor, expressed concerns about Bermuda Road;
13. Marlisa Loschvie, works at Badger Mountain Winery, expressed concerns with additional traffic and other perceived impacts;
14. Tony Waldo, commented on Bermuda extension and Rachel Road;
15. Luann Ostergaard, local resident, enjoys riding horse in area, questioned impacts on existing plants and wildlife in the area;
16. Chandra Romel, enjoys hiking in the area, questioned environmental review;

17. Mollie Schlotthauer, Secretary of the Crested Hills HOA, lives on corner of Morency and Clermont, questioned TIA for project, focused on impacts to Morency because she believes Queensgate is just a myth, traffic impacts on local streets, notes school buses do not travel above where she lives;
18. Paul Zalubil, resides on Morency at bottom of hill;
19. Dave Culley, Crested Hills HoA member, expressed concerns about traffic along Morency;
20. Craig Whitely, resides on Morency Drive, Crested Hills Homeowners Association Board Member, described his personal traffic timing observations, believes that travel through Crested Hills neighborhood is shorter and quicker route for residents of the proposed new plat, which could cause perhaps the largest migration change in Richland. Questioned Benton County review of proposed connections by new plat to county roads. Traffic impact questions, especially on local streets in the area (*NOTE: Mr. Whiteley/the Crested Hills HOA submitted written materials before and after the hearing that are included as part of Exhibit 8*).
21. Jeffrey Peters, Transportation and Development Manager for the City of Richland, responded to several comments, noted “traffic calming” efforts by the city to address complaints about speeds and traffic in neighborhoods.

III. APPLICABLE LAW.

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat¹ application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

The same provision of the city’s code (RMC 24.12.050) provides that any recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

¹ In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;
2. Adequacy and accuracy of land survey data;
3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)² and reads as follows:

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

A. The preliminary plat conforms to the requirements of this title;

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

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

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

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

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

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

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

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

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

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

IV. ISSUE PRESENTED.

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

Short Answer: Yes

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.

V. FINDINGS of FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.

2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public Hearing Testimony and discussion.

3. At the hearing, Mr. O'Neill summarized his Staff Report and recommendation of approval for the proposed plat.
4. Mr. O'Neill (and the Staff Report) noted that the proposed plat covers an area within the city's urban growth area, which is designated for Low Density Residential land uses in the Comprehensive Plan and is zoned R-1-10 in the City's code. RMC 23.18.010(B) provides that the minimum lot size for the zone is 8,000 s/ft, with an average lot size of 10,000 s/ft. If the site was flat, with no unusual development challenges, given the size of the site (about 140 acres), the applicant could have pursued a design with more than 500 lots. In this application, the steep slope challenges presented by the site limit the development envelope in many respects.
5. The application is well-within the density levels assigned to the subject property, as it seeks to subdivide 140.3 acres into just 203 single family residential lots and eleven (11) tracts.
6. Mr. O'Neill explained that all City services are readily accessible and available to serve the proposed new plat.
7. The applicant's project Engineer and hearing representative, Jason Mattox, from the PBS Engineering firm, appeared at the public hearing and stated that he is in agreement with staff on how the project is presented in the Staff Report and that he has no objections to the recommended conditions set forth therein.
8. Mr. Mattox testified that the pending application complies with all applicable City policies and development regulations; that utility services are available to serve the area; and that he fully understands that the required connection/opening of the new off-site Queensgate extension is a condition that must be satisfied as part of developing the first/initial phase of the proposed plat. As discussed below, to eliminate any misunderstanding on this point, Condition No. 23(A) has been modified to expressly state that: *"The off-site portion of Queensgate Drive and "Primary Drive" shall be constructed to the City's standard rural road section at the same time that the initial phase is constructed."*
9. 18 local residents testified at the public hearing, most of whom apparently live along public streets that would eventually connect to the proposed plat by road-connections and extensions provided as part of the proposed plat. Because virtually all of the public comments opposing the project focused on perceived traffic problems that might result if

the application is approved, the bulk of this Recommendation seeks to address various transportation-related issues associated with the proposed new plat.

Traffic; Levels of Service.

10. Most of the public comments focused upon concerns with future traffic that might pass through the speaker's neighborhood. The testimony was not supported by persuasive engineering data or studies that would rebut the application materials and analysis contained in the Staff Report. The Staff Report, application exhibits and testimony at the public hearing established that existing local streets surrounding the proposed plat are sufficient, will not experience a decrease in the level of service standards set for such streets, and were constructed to city standards, which mandate capacity to serve future development anticipated in the immediate area. (*Staff Report, pages 8, 9, 13, Ex. 11, traffic study; RMC 19.60.095(D), transportation concurrency, level of service standards*).
11. Some witnesses alleged that other jurisdictions seem to do a better job building new streets before subdivisions are approved, or something to this effect. These assertions were not supported by any evidence, as Washington cities and counties have the same tools to address transportation concurrency mandates, which are based on city-established level of service standards. Like many jurisdictions, the Richland level of service is "D" for roadways surrounding the proposed new plat. That is the same standard used by the City of Kennewick, which even allows for an LOS of "F" at some intersections if a project has a "Second Site Access Point within 1/4 mile having a LOS D or better." See KMC 4.12.055. In this matter, the proposed plat will be served with 4 (four) site access points, and none of the surrounding roadways are projected to fall below LOS D. *Staff Report; Traffic Study, Ex. 11.*
12. RMC 24.20.070, captioned "Capacity for future developments", reads as follows: "*The capacities and dimensions of water, sewerage, drainage, and street facilities shall be adequate to provide for the future needs of other undeveloped properties in the general vicinity and the city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity.*"
13. The applicant submitted a traffic study prepared by Kittelson & Associates, Inc., as part of the application packet. (*Ex. 11*). The study analyzes "routing options" for a future Queensgate Drive Extension that would serve the Bauder property that is the subject of the pending application. In the study, traffic capacities for potentially affected streets are based on the Tri-Cities' transportation planning model used by the Benton Franklin Council of Governments (BFCOG). The Kittelson traffic study noted that a Queensgate extension to connect with either Bermuda Road or Rachel Road would be sufficient to serve the Bauder Property, as well as another neighboring property known as the Wilson Property, with a potential build out up to 1,177 homes. Again, this application is only for the Bauder property, with just 203 residential lots, and the proposed subdivision will

feature a link to the new Queensgate extension, and three other secondary connections – with Rachel, Jurupa, and Morency roadways.

14. Of particular relevance to the pending application is the Kittelson report’s conclusion that Queensgate, Leslie, and Rachel Road are “*all projected to operate well under capacity regardless of which Queensgate Drive Extension alternative is pursued in both the near-term (2020) as well as the 20-year conditions.*” *Ex. 11, page 1.* The traffic study also observes that surrounding routes will remain relatively uncongested and that travel times are relatively comparable, such that the modeling results indicate that neither traffic capacity nor travel times are “differentiators” when selecting an alternative. *Ex. 11, pages 10 and 11.* Finally, the traffic study finds that a secondary connection for the study-area “*should further enhance the local transportation system.*” *Ex. 11, pages 1 and 2.*
15. Based on the traffic study, the Examiner finds that the new plat will enhance, rather than hinder, the local transportation system, with its 4 new connections to the surrounding road network that will substantially extend Queensgate, and provide new travel options for surrounding residents who are now faced with dead-ends or inadequately-connected streets like Rachel, Jurupa and Morency.
16. The Examiner finds that the street network surrounding the proposed plat was designed and constructed to meet city standards, with capacity to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter. (*Staff Report; Site visit*).
17. Comments implying that some trip-counts were unacceptable to area residents, without any engineering or Level of Service standard to support such claims, were unsupported and cannot serve as a basis to deny the pending application, which conforms to city-assigned density and land use requirements for the site.
18. The City of Richland’s Citywide Transportation Plan includes an Appendix, available on the City’s website, which provides a “Level of Service Description” that reads as follows:

Analysis of traffic volumes is useful in understanding the general nature of traffic in an area, but by itself indicates neither the ability of the street network to carry additional traffic nor the quality of service afforded by the street facilities. For this, the concept of level of service has been developed to subjectively describe traffic performance. Level of service can be measured at intersections and along key roadway segments.

Level of service categories are similar to report card ratings for traffic performance. Intersections are typically the controlling bottlenecks of traffic flow and the ability of a roadway system to carry traffic efficiently is generally diminished in their vicinities. Levels of Service A, B and C indicate conditions where traffic moves without significant delays over periods of peak travel demand. Level of service D and E are progressively worse peak hour operating conditions and F conditions represent where demand exceeds the capacity of an intersection. Most urban communities set level of service D as the minimum acceptable level of service for peak hour operation and plan for level of service C or better for all other times of the day.

19. As noted above, the City of Richland, and Kennewick, apply an LOS “D” for local streets. D is not failing, and does not imply substandard roadway capacity. For a local street, transportation staff analyzes the density of traffic over a given period of time, including during peak traffic hours, for a lane of traffic, to generally determine the volume to capacity ratio. Trip generation forecasts are one element of an LOS determination, but not the only one. Speeds, delays caused by any physical conditions on the roadway, and other factors are also considered. Allocation of potential trips is also important. Obviously, a transportation network with more instead of fewer travel options will provide for a better Level of Service throughout the system, although some local streets may see increases from artificially-low volumes enjoyed before “full build-out” occurs in particular subdivisions.

Zoning, Density, Transportation Planning for the South Richland Area.

20. One of the witnesses represented that he spoke on behalf of his neighborhood association. In his remarks and questions, he generally indicated his displeasure with city zoning and development policies in the South Richland area.
21. Placing the comments in context, it should be noted that the pending Westcliffe plat was submitted under long-established city development regulations and transportation plans that were in place at the time the Crested Hills, Falcon Crest and other newer South Richland subdivision projects were constructed. The impact fee program for the area was adopted in or about 2004. *See* RMC Chapter 12.03, originally adopted by Ord. 39-04. In the last few years, these South Richland neighborhoods and many individual single family lots were developed in the city of Richland, largely relying upon the same impact fee program and road network plan that is moving forward over time.
22. The greater South Richland transportation network will take a substantial step forward with the Queensgate extension/connection required as part of the Westcliffe Plat and other related connections and improvements associated with the Westcliffe project. The city’s comprehensive plan, street system plans, and particularly its six-year transportation improvement program (TIP) and capital facilities plan (CFP) for the South Richland area all were developed after extensive public processes, environmental reviews, and traffic analyses – which is/are based on “full-buildout” of the South Richland subarea, under zoning and density standards applicable to undeveloped properties.
23. The pending plat application falls below the density level assigned to the property. General comments requesting a separate environmental impact statement for the project were not supported by any evidence that would invalidate the unchallenged environmental and traffic studies used to generate the South Richland traffic impact fee program. An EIS would be appropriate if an applicant sought to develop a property in a manner that exceeds the assigned density under applicable zoning standards, or requested to use the property for some purpose other than single family residential uses, like retail, office or other activities that might generate traffic counts in excess of those anticipated for single family residential

densities and uses. That is not the case here, so the city's traffic impact fee contributions by the applicant conform to city and state transportation concurrency requirements.

24. While of little solace to local residents who are/were fortunate enough to purchase homes along relatively light-travel roadways, as adjacent lands lie undeveloped for several years, the fact and reality remain that the City's development regulations allow surrounding landowners to develop their properties and connect with public streets built in the area. Blocking public streets to "resident-only" or "emergency-only" use, as requested in this hearing process, would run counter to long-standing Washington Constitutional provisions and caselaw that prohibits the use or conversion of public assets and properties [like streets] for private purposes. (*Constitution of the State of Washington, Article VIII, Sec. 7*).
25. "First-in" does not entitle one to the artificially-low traffic levels experienced by residents on streets that were planned and built to serve undeveloped lots, or for future extensions, connections, and the like. Instead, a temporarily-lightly-travelled public street (always a matter of perspective to the affected party) was/has been built to serve new neighbors, and to provide initial "pioneers" in the South Richland area with additional options to travel in and out of their part of the community which they did not/have not had until new parts of the area are platted and developed over time.
26. "Growth should pay for growth" is a fundamental policy behind many development regulations adopted under Washington's Growth Management Act. The City's transportation impact fee program at issue in this application, found in RMC Chapter 12.03, is partly based on this policy, in that new developments are required to pay transportation impact fees to help fund construction of a long list of new road projects in the South Richland area, like those listed in RMC 12.03.190.
27. The authority and purpose of the city's South Richland traffic impact fee program is set forth in RMC 12.03.010, which reads in relevant part as follows: "*The South Richland traffic impact fee program has been developed pursuant to the city of Richland police powers, the Growth Management Act as codified in Chapter [36.70A](#) RCW, the enabling authority in Chapter [82.02](#) RCW, Chapter [58.17](#) RCW relating to platting and subdivisions and the State Environmental Policy Act (SEPA), Chapter [43.21C](#) RCW. The purpose of the traffic impact fee program is to: A. Develop a program consistent with Richland's comprehensive plan, the six-year transportation improvement program (TIP) and the capital facilities plan (CFP), for joint public and private financing of transportation improvements necessitated in whole or in part by development within the program boundary; B. Ensure adequate levels of transportation and traffic service consistent with the level of transportation service identified in the comprehensive plan and this title; [and] C. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site transportation facilities directly necessitated by new development [...].*"
28. RMC 12.03.180, captioned "Relationship to concurrency", reads as follows: "Development proposals that are submitted in general conformance with the assumptions

made for land uses and scale/density will be deemed to meet the concurrency requirements of the Growth Management Act by paying the appropriate transportation impact fee. A development proposal not meeting such may require additional review and studies to determine concurrency.” Again, as noted above, the pending application is for the type of land use assigned under city zoning codes, i.e. single family residential, and the scale/density of the project is actually below the density assigned to the lands at issue in this matter.

29. Traffic impact fees are established using density calculations assigned to affected properties in the area, as though full-buildout will one day occur. Therefore, many new road projects will await collection of sufficient fees or other public funds before they can be constructed. In a “perfect world”, all development and full-buildout would occur very quickly, meaning that a windfall of traffic impact fees would land in city coffers to be used to rapidly design, acquire land, and build new roads throughout the South Richland area. Nothing is perfect. Public infrastructure takes time and money. Subdivisions boom, and some may bust (or lay unbuilt for an extended period of time) as demonstrated during the recent “Great Recession”. In any event, as more new neighborhoods are approved and more homes are built, then more impact fees will be collected, and more new roads will be constructed. Growing pains can and will occur as initial buyers have to await completion of new or extended roads that will eventually provide them with a better-connected street network providing alternate routes of travel. The other option, to waiting for impact fees to be collected, could unreasonably shift the cost-burden of building new streets on Richland residents who live in other parts of the city and have no particular need for the new street network in the new South Richland area. The Examiner does not have the authority to recommend denial of a proposed plat because the “whole” road network is not yet complete in the South Richland area. Instead, state law and city development regulations properly mandate that developers pay their fair share, in the form of impact fees, internal street construction, frontage improvements, connections with and extensions of necessary access roads, and similar public infrastructure improvements.
30. In this application, the project will eventually have 4 points of access, which will all be public, and will all provide existing neighbors with alternate routes of travel through Richland’s expanded road network.

Morency Drive Comments.

31. Several witnesses devoted time and attention to their concerns with unsafe driving along Morency, especially along the switch-back/steep portions of the roadway. Photos of car-vs-house collisions establish that some drivers use the roadway in a negligent and reckless manner, placing other people and property in danger. However, the record does not show that street-closure or limiting travel to current residents is the solution. Ongoing traffic calming efforts, including enforcement of traffic safety and speeding laws, are and should be a priority for appropriate city departments.

32. The applicant in this matter cannot be held responsible for the bad driving habits of some travellers.
33. More significantly, witness testimony established that the steeper parts of Morency pose challenges to some drivers during periods of inclement weather, and some witnesses generally indicated their desire to use a straighter roadway, instead of the switchback sections of Morency. The pending plat application includes a number of road extensions and connections, as well as new internal streets, that will provide existing neighborhoods with alternate routes to travel instead of using Morency.
34. Morency is not a straight-line, it is very steep, and several other routes will be available once the entire Westcliffe plat is constructed. Its condition (steep and curvy) will serve as a self-limiting deterrent for many drivers who will choose to drive on straighter, less-steep roadways. While not part of this Recommendation or plat approval process, obviously, any traffic calming measures deployed as deemed necessary or appropriate by the City's transportation staff, could serve to limit speeds, and perhaps volumes of traffic, as people choose to avoid speed-bumps and the like.
35. The Examiner finds that the record includes ample evidence and testimony which establishes how Morency may not experience a substantial increase in travel, but may remain the same or even decrease over time, once driver preferences for straighter, less-steep routes of travel are fulfilled with the new alternate roadways to be constructed as part of the Westcliffe plat. Common sense and human nature support a finding that Morency will not draw all new traffic generated by the new plat. The Kittelson traffic report explains that additional connectivity should further enhance the local transportation system. Some witness comments seemed to imply that most, if not all, drivers should be expected to travel to and from Kennewick to the east. Instead, the Record and the Richland Transportation infrastructure plans for the Queensgate area, including the new Duportail Bridge, will serve as a draw for new residents to destinations to the west of the new plat, including the employment centers in the City of Richland. In short, Morency won't be the only way to go.

Sequencing of access points to serve the proposed new plat.

36. On the question of sequencing construction and opening of new access points for the new plat, first, the Queensgate connection will be constructed and opened as part of the initial plat-development, wherever lots are first developed in any Phase of the plat identified in Exhibit 1. *See REVISED Condition No. 23(A)*. New residents are likely to "learn" that travel route, and form habits regarding their use of the new Queensgate access point.
37. Next, the connection with Morency by the new plat's "primary drive" will be constructed and opened before the final platting of 26 or more lots within portions of the new plat identified as Phases 3 through 7 of the Westcliffe Plat depicted on Exhibit 1. *See REVISED Condition No. 23(B)*.

38. Last, although possibly concurrent with development of the Morency connection, the plat will link with Jurupa Street and Rachel Road, resulting in 4 (four) site access points for the new plat, and providing Falcon Crest residents with several alternate routes instead of just one that they have now, down Morency. The final connections (with Jurupa and Rachel) will be subject to prior review and approval of necessary right-of-way permits from Benton County. *See REVISED Condition No. 23(C).*

Additional Condition of Approval, supported by evidence in the record.

39. Just as with another recent plat in the same general area, several local residents expressed compelling concerns with the impacts of construction-activities, like trucks hauling materials along local streets, passing by areas with pedestrians and children, potentially impacting traffic, street cleanliness, noise and the like.
40. Many citizens providing comments explained that they were not opposed to new development, but that they wanted to be sure that potential impacts on their existing streets and neighborhoods would be adequately addressed, as the plat is developed and after homes are occupied. These concerns were thoughtfully presented, and supported by personal descriptions of previous projects that involved noisy trucks driving uphill to new construction sites, the speed and frequency of trucks driving along local streets to access new development sites, and local residents coming and going (by foot or car) to view points leading to/coming from the proposed new plat.
41. The Examiner conducted a site visit several weeks before the hearing, and again in the days following the hearing, visiting the street network surrounding the project site, driving and walking along existing unimproved trails through portions of the proposed plat, and neighborhoods surrounding the project, including those along Rachel Road, just down hill from the proposed development site where several hearing-witnesses reside or work. For similar reasons to those involved in the most recent preliminary plat application considered by the Examiner in the same general area of South Richland, and given that the new plat is served by local streets that will be impacted by construction traffic coming and going to the site as the project is developed, all supported by credible and convincing concerns with construction-related traffic expressed in public comments, the Examiner recommends an additional Condition of Approval, authorizing the Public Works Director to issue a Right of Way permit prior to issuance of any other permit associated with development of or within the new plat that the Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). The additional Condition reads as follows:

RIGHT OF WAY PERMIT

Based on compelling testimony and evidence contained in the record for this matter that demonstrated a need for specific conditions to reduce the impacts of construction-related traffic that will move through surrounding neighborhood streets as the new plat is developed and homes are constructed therein, and under authority granted in development regulations found in the Richland Municipal Code, including without limitation RMC Chapter 12.08

(Right of Way Permits) and the purpose and intent of erosion, dust, traffic, pedestrian-safety and water-pollution control regulations set forth in other provisions of the RMC, the following Condition shall be satisfied prior to issuance of any clearing and grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s):

The applicant is required to apply for a Right of Way Permit before the issuance of any grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). In some cases, more than one Right of Way Permit may be required, such as one for hauling and one for construction work within the right of way. A Right of Way Permit issued under this Condition is intended to regulate activity within the city right of way, and is required of any person who performs construction-related work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including without limitation the following:

- a) Designated truck hauling routes.
- b) Truck loading and unloading activities.
- c) Hours of construction and hauling.
- d) Continuity of pedestrian facilities.
- e) Temporary traffic control and pedestrian detour routing for construction activities.
- f) Street sweeping and maintenance during excavation and construction.
- g) Location of construction fences.
- h) Parking for construction workers.
- i) Construction vehicles, equipment, and materials in the right of way.
- j) All other construction activities as they affect the public street system.

In addition, the applicant shall submit for review and approval by the Public Works Director a plan for providing pedestrian access on existing public streets that are impacted during construction of this project (if any). Access on such existing public streets shall be provided at all times during the construction process, except when specific construction activities such as shoring, foundation work, and construction of frontage improvements prevents access. General materials storage and contractor convenience are not reasons for preventing access along streets, sidewalks or other portions of the city street system surrounding the new plat.

REVISED Condition to Incorporate input from Benton County with respect to road connections with county roadways, Jurupa Street and Rachel Road – Modification to Condition No. 23.

42. During the public hearing, several witnesses expressed legitimate concerns that roadway connections proposed to occur with existing county roadways should reasonably consider input from Benton County officials who are responsible for maintaining adequate levels of service and addressing potential impacts on such facilities. Recommended Condition No. 8 already addressed the issue, by requiring final plat drawings to include comments and conditions from all reviewing jurisdictions, including Benton County. Nevertheless, City staff and Applicant representatives confirmed that they had

communications with County officials prior to the hearing³ and agreed to reach out to Benton County road officials, to emphasize their opportunity to comment on the proposed plat, particularly the proposed connections with existing county streets generally running downhill to the south of the plat. As a result of these discussions, the Examiner received materials that are now included in the Record as Exhibit 15⁴, which establish that Benton County has no objection to the proposed plat's connections with the county street system, subject to a stipulated modification to proposed Condition No. 23. The modified language was developed following a meeting between City staff, the applicant team, and Benton County staff on May 10, 2017. At their meeting on May 10th, the city, county and applicant teams discussed connecting new City roads proposed as part of the Westcliffe Heights preliminary plat to Jurupa Street and Rachel Road across the city limits, and any associated requirements that might be requested by the County. (*Ex. 15*).

43. Based on the commendable, good faith efforts of city, county and applicant teams to ensure that the public interest is considered in the potentially-affected Benton-County neighborhoods adjacent to the proposed plat, as reflected in the parties' stipulated recommendation included as part of *Exhibit 15*, the Examiner finds and concludes that Condition of Approval No. 23 should be modified to read as follows:

23. A) The off-site portion of Queensgate Drive and "Primary Drive" shall be constructed to the City's standard rural road section at the same time that the initial phase is constructed.

B) The "primary drive" shall be constructed to establish an access route connecting Morency Drive to Queensgate Drive prior to the final platting of the 26th lot belonging to Phases 3 through 7 as indicated on the Preliminary Phase Exhibit sheet of Exhibit 1 as contained in the May 4, 2017 staff report.

C) The applicant shall obtain all necessary right-of-way permits from Benton County prior to constructing road connections to Jurupa Street and Rachel Road.

Street network complies with city standards, new connections and dedicated open spaces provide benefits to existing neighborhoods.

44. Several public comments indicated a desire to minimize neighborhood connectivity, so their street could remain as-is, with no more drive-through traffic. This would create an

³ Ex. 8 includes an April 28, 2017 email to the City (Shane O'Neill), from the Benton County Engineer, Mr. Rasmussen, asking if the future Queensgate Drive will be built before any construction in the subdivision begins, and commenting that: "The connection to the current terminus of Morency Drive and the connection of "Primary Drive" from Morency Drive/Rachel Road to "Future Queensgate Drive" and the connection of "Future Queensgate Drive" to the current terminus of Queensgate Drive shall be complete prior to or concurrent with any construction of lots or roadways accessing Rachel Road and/or Jurupa Street." And "A Road Approach Permit is required from the office of the Benton County Engineer for connections to Rachel Road and Jurupa Street."

⁴ *Ex. 15*, includes the REVISED Technical Advisory Committee Report, modifying proposed Condition No. 23, to incorporate input from Benton County, as requested by the Examiner at the public hearing; with correspondence from Matt Rasmussen, P.E., as County Engineer for Benton County, and from Jason Mattox, P.E., with PBS Engineering, as Applicant's project engineer, concurring with modification to proposed Condition No. 23, all transmitted and dated May 12, 2017.

inequity in the city's road network system and runs counter to policies that support connectivity, looping, and more, instead of very few, travel alternatives – including fire evacuation routes – for area residents.

45. The Examiner finds that City streets are public, and are designed and built to serve more than just the resident whose home receives access by such street. None of the comments provided were supported by credible data or evidence sufficient to rebut the traffic analysis provided by the applicant's engineer or city public works staff.
46. The applicant's engineer and city staff confirmed that the proposed plat will not violate city road standards, and will not cause any levels of service on the surrounding street network to fall below city standards.
47. Quite the opposite, the new streets constructed as part of the proposed plat will enhance circulation and travel options for existing neighborhoods surrounding the new subdivision, specifically including the previously-approved city plats where most of the local residents who testified at the public hearing reside.
48. The developer of the new subdivision is required to add to the public recreational opportunities for the new residents, as well as surrounding neighborhoods, in the form of open space and potential new trail connections that will be provided as the new plat is built-out. Many witnesses spoke about the top of Little Badger Mountain, and how they enjoy walking along the crest. Before this project, most of the area was purely private property. After dedications required as part of this application, the public will be able to enjoy access to open space along the top of Little Badger Mountain for many years to come. In the end, there will be more and expanded open space and recreational opportunities for existing residents living in neighborhoods surrounding the new plat.
49. The Rules of Procedure for the Richland Hearing Examiner explain that the Examiner is not to be concerned with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. (*Richland Hearing Examiner Rules of Procedure, Introduction, at page 2*).
50. RCW 58.17.110(2) expressly mandates that a city "shall approve" a proposed subdivision that makes appropriate provisions for various factors, all addressed in the city's approval criteria set forth in RMC 24.04. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, makes appropriate provisions for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

51. Denial of the pending application would run counter to city zoning, subdivision, and development regulations in effect at the time the a complete application for the Westcliffe Plat was submitted. Zoning, density, environmental, transportation concurrency and other requirements needed for approval have all been satisfied as discussed herein.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

52. RMC 24.04.020 explains that the purpose of the City’s platting and subdivision codes is “*in furtherance of the comprehensive plan of the city*” and that such regulations contained in the city’s platting and subdivision codes “*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.*” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings*).
53. Despite evidence to the contrary, one of the hearing witnesses alleged that a previous recommendation issued for another recent plat in the same general vicinity was somehow inadequate for chasing down a rabbit hole of some sort. Instead, the facts remain the same in this subsequent Westcliffe preliminary plat application. Thus, the Examiner once again finds and concludes that there is no regulation, precedent, principle or rule established by the Richland City Council that would prevent “any” increase in traffic into the Crested Hills subdivision, or along Morency, that would serve as a basis to deny the pending plat application.
54. No one presented any credible, substantial evidence to rebut City staff’s determination explained in the Staff Report that the proposed plat would not cause the level of service standards on any adjacent streets to fall below the levels set by the Richland City Council in RMC 19.60.095(D). Substantial evidence in the record establishes that the South Richland transportation system improvements, funded in part by transportation impact fees to be paid by the developer of the proposed plat, more than satisfies the transportation concurrency mandates explained in the same provision of the City’s code.

55. The traffic study relies upon the current standard for trip generation estimates, used by the City of Richland, the Washington Department of Transportation, and virtually every municipal jurisdiction in the State of Washington – the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. Ex. 11, page 10; Official Notice taken by the Examiner, based on experience, knowledge and expertise working with jurisdictions throughout the State of Washington. Level of Service Standards are based upon trip generation estimates for various uses. Here, the “single-family residential” uses and densities have been used for determinations provided by staff, and for purposes of analyzing current and future capacity for local streets to remain within the designated LOS standard, of “D”. There was no credible or convincing evidence in the record to demonstrate or establish how any street in the surrounding road network will fall below LOS “D” if the proposed plat is developed as conditioned herein. If anything, the likelihood of any route falling below the designated LOS standard will only increase if fewer, instead of more, access connections are made in and out of the proposed new plat.
56. The applicant’s proposed plat design, including without limitation the new internal streets and additional connections they will make with existing local streets in the area, as conditioned by professional city engineers and planners tasked with responsibility to ensure compliance with applicable city codes and policies, merits approval.

Proposed plat will provide public benefits

57. The applicant’s submittals and the Staff Report establish that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, open space, potential new trail connections, construction of new roads, sidewalks, an attractive street system to serve the new plat as well as adjacent residents, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.
58. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.⁵

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

59. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:

⁵ For purposes of brevity, only certain Findings from the Department’s Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein. The Examiner notes that manifest errors included in the Staff Report have been disregarded, such as references to connections with Gage Blvd. and credits for same, appearing on page 16.

- A. The public health, safety, and general welfare: *See Staff Report, including without limitation the Analysis provided on pages 10, 11 and 12, and proposed findings on pages 14 and 15.*
- B. Open Spaces: Seven tracts, totaling 38.8 acres, are designated as open space in the new plat. The project includes “Tract C” which will be transferred to the city for a new hiking trail that will soon connect with the existing hiking trail network in the area. The Parks Commission recommended acceptance of Tract C to fully satisfy the developer’s otherwise-applicable park impact fees for the new plat. Tract C is a 13.71 acre section of land that will be dedicated to the city for public recreation purposes. *See Staff Report, pages 3, 10, 14 and 15, and discussion in item H below.*
- C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. Consistent with City development standards, the plat will provide on-site stormwater detention. The 3.33-acre Tract D is designated for future development and to serve as a stormwater retention/infiltration facility. Foreseeably, the stormwater facility portion of Tract D will be transferred to the City of Richland. *Staff Report, page 11; Ex. 9, Technical Advisory Committee Report, recommended Storm Water conditions 39-50.*
- D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 1, site plan; and REVISED Technical Advisory Committee report and proposed conditions, including without limitation modified condition 23.*
- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, which provides service along Keene Road and Gage Boulevard, approximately 3.5 miles to the east of the new plat. *Staff Report, page 11.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city’s water supply system to provide both domestic water and fire flow service to the new plat. An irrigation source and distribution system, entirely separate from the City’s domestic water system, shall be provided for this development. Badger Mountain Irrigation District has provided comments related to utility infrastructure protection and grading (see comments, as part of Exhibit 8). *Staff Report, page 11; Ex. 9, recommended Domestic Water conditions on pages 5 and 6, and recommended Irrigation condition no. 16.*

- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 11; Ex. 9, recommended Sanitary Sewer conditions on page 6.*
- H. Parks and recreation, playgrounds, schools: Open Space Tracts A, F, G, H, J and K will provide passive recreational opportunities to the residents of the new plat, to be held and managed by the Westcliffe Heights homeowners association. Tract C is a 13.7-acre area that will be dedicated to the city for public recreation purposes, all as recommended by the City's Parks Commission. Crested Hills Park is a public 5.8-acre neighborhood park located approximately 665 feet east of the proposed plat. Badger Mountain Park, with 41.5 acres, is located about 2 miles from the proposed plat, and contains outdoor sports fields and courts able to serve recreational needs in the vicinity, including the new plat. *See Staff Report, page 11; Ex. 1, site plans for new plat.* The plat is located in the Richland School District. Orchard Elementary School is located 1.6 miles away from the new plat, on Gala Way. The School District did not provide any comments after receiving city notice regarding the project. *Staff Report, pages 11 and 15.*
- I. Planning features to assure safe walking conditions for students: See street network, road design and sidewalks proposed for plat. *Staff Report; Ex. 1, site plans for new plat.*

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

VI. CONCLUSIONS of LAW.

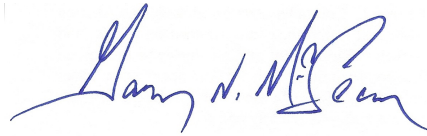
1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Technical Advisory Committee REVISED Report included in the Record as *Exhibit 9*, are reasonable, supported by the evidence, and capable of accomplishment; provided, however, for reasons explained in Finding No. 41, an additional condition of approval with specific Right of Way Permit requirements should be included to read as set forth therein.

3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VII. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the "Westcliffe Heights" Preliminary Plat** application, subject to the proposed Conditions of Approval included in the City's REVISED Technical Advisory Committee Report, as modified or supplemented in this Recommendation, which are adopted herein by reference.

Recommendation issued: July 6, 2017.



Gary N. McLean
Hearing Examiner for the City of Richland

(S2017-101 – Westcliffe Heights)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
MAY 4, 2017**

APPLICANT: MARK BAUDER

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 140.3 ACRES INTO
203 RESIDENTIAL LOTS, (WESTCLIFFE HEIGHTS)

LOCATION: IMMEDIATELY SOUTH OF THE INTERSECTION OF FERRARA LANE
AND SICILY LANE (WESTCLIFFE)

ENGINEER: PBS ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

Pre-Plat Specific Corrections:

1. Tract "D" should be labeled as a "Storm Drainage Tract" and not as "Future Development", per discussions with the developer and his engineer.
2. The BMID pond needs to be shown on sheet 1.

General Conditions:

3. Portions of the plat are subject to the City's wild land fire protection requirements. To ensure that future lot buyers are properly informed of the specific wild land fire requirements, the following note shall be placed on the final plat: *"The following lots within the plat are subject to the City's Wild Land Fire Protection requirements as delineated in Richland Municipal Code Section 21.01.030 or as they may be subsequently modified. Lots 1-19 shall be subject to these requirements. All structures built on these lots must be developed with non-combustible siding, soffit and skirting on the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have skirting if within 30 feet of adjacent wild-land areas when the wild-land area is in excess of five contiguous acres. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage."*
4. Subsequent final plat phases shall be designed and submitted in substantial conformance with the preliminary plat referenced in the May 4, 2017 staff report (Exhibit 1).
5. Dedication of Tract C referenced as Exhibit 1 in the May 4, 2017 staff report, to the City of Richland Parks and Public Facilities Department shall fully satisfy parks impact fee payment requirements for all lots belonging to Westcliffe Heights.
6. 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 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.

7. 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.
8. 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.
9. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
10. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
11. 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.
12. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
13. 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'.
14. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
15. 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/>
16. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The

designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

17. 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:

18. 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. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - L. 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.
 - M. The minimum centerline radius for local streets shall be 100-feet.
 - N. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - O. 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.
 - P. A detailed grading plan shall be included in the submitted plan set.
 - Q. 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.
 - R. 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.
 - S. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - T. 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.
 - U. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - V. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).

- W. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - X. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
19. 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.
20. 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.
21. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
 - B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
 - C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

Traffic & Streets:

22. The Westcliffe Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive “credits” for construction of Queensgate Drive as allowed under the City’s South Richland Collector Street Financing Plan.
23.
 - A) The off-site portion of Queensgate Drive and “Primary Drive” shall be constructed to the City’s standard rural road section at the same time that the initial phase is constructed.
 - B) The “primary drive” shall be constructed to establish an access route connecting Morency Drive to Queensgate Drive prior to the final platting of the 26th lot belonging to Phases 3 through 7 as indicated on the Preliminary Phase Exhibit sheet of Exhibit 1 as contained in the May 4, 2017 staff report.
 - C) The applicant shall obtain all necessary right-of-way permits from Benton County prior to constructing road connections to Jurupa Street and Rachel Road.
24. The maximum centerline finish grade for the proposed Queensgate Drive shall be no more than 10%.
25. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
26. 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.
27. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
28. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.
29. 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.).
30. 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:

31. The proposed preliminary plat is located within both the Tapteal 4 and 5 water pressure zones. It shall be the responsibility of the developer to install the appropriate infrastructure to serve domestic water at the correct pressure(s) to the entire plat. This may require parallel water mains in some roads.
32. There are existing water mains within the boundary of this preliminary plat. As development proceeds over these mains it shall be the responsibility of the developer to re-lay them at the correct depth and/or relocate them to be within future Right of Ways.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of water mains where needed.
34. Domestic water shall be extended to the adjoining properties adjacent to the plat.
35. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

36. There are multiple off-site locations available to extend sanitary sewer to this project. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
37. Sanitary sewer shall be extended to all adjoining uphill properties adjacent to the plat.
38. 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.

Storm Water:

39. 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.
40. 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.

41. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
42. 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.
43. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
44. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
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. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
48. 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.
49. 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.

50. 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.

Electrical Service:

51. Provide a ten (10) foot electrical utility easement following the south line of the access easement shown on Sheet 3 of the preliminary plat leading from the "secondary drive" to the City reservoirs, noted as easement 1.
52. The electrical service for Westcliffe Heights will be accomplished by extending a 750mcm feeder circuit from the Westcliffe development up Queensgate Drive. This feeder will be extended through the Westcliffe Heights development and connect to an existing feeder circuit in Falcon Crest. This will complete a feeder loop improving the system reliability. The residential lots will be served from distribution circuits that are fed from the feeder circuit extended through the development. Infrastructure for a future feeder tie to Rachel Road will also be installed during this development.

Final Platting Requirements:

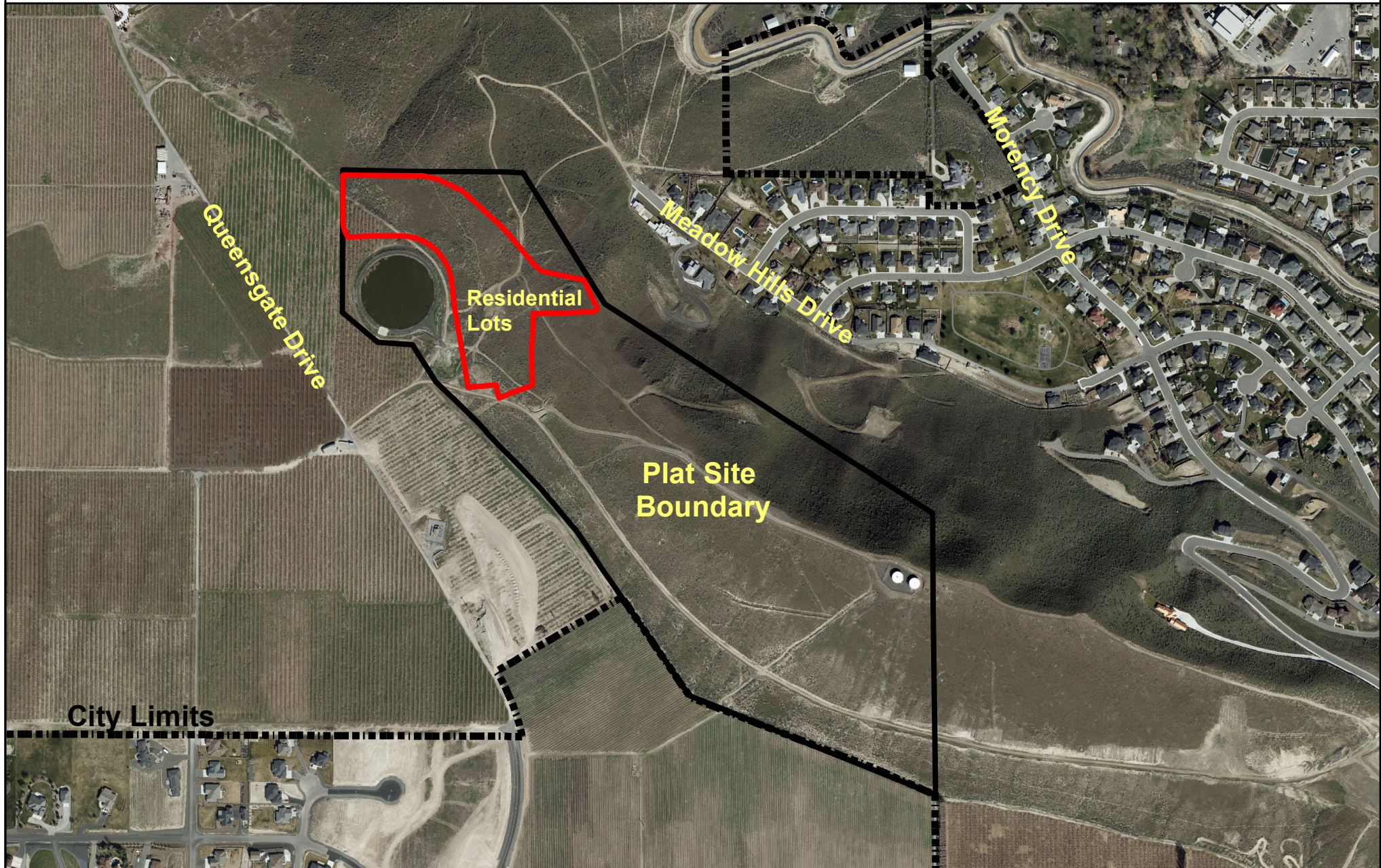
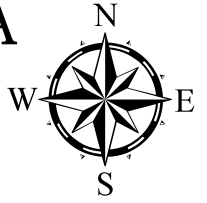
53. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
56. 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.
57. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the

engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

- 58. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
- 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.

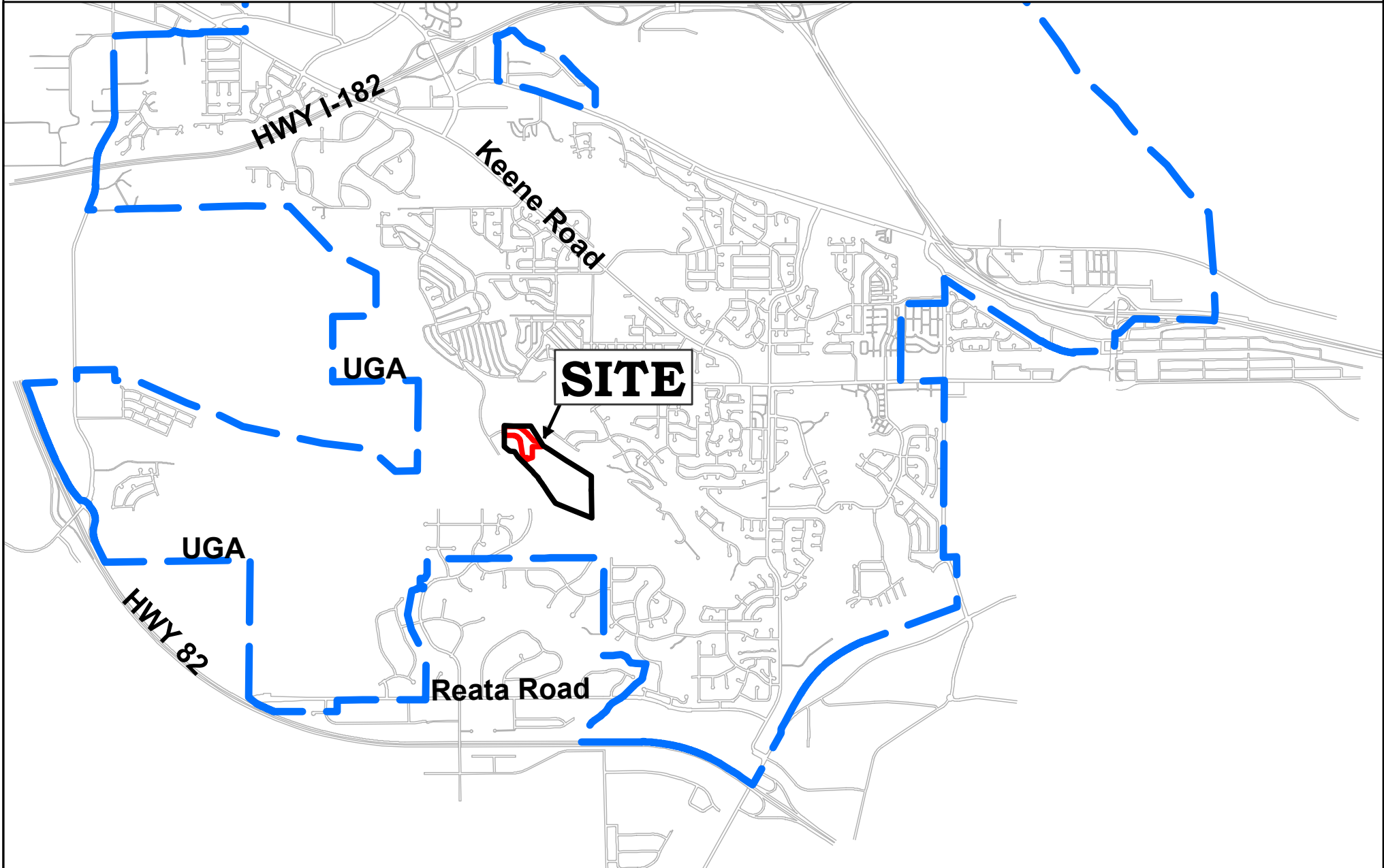
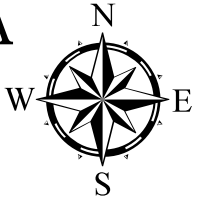
Vicinity Map

Item: Final Plat of Westcliffe Heights Phase 1A
Applicant: Mark Bauder
File #: FP2018-108



Overview Map

Item: Final Plat of Westcliffe Heights Phase 1A
Applicant: Mark Bauder
File #: FP2018-108





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Items for Approval

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Board of Adjustment: Sheri Richards

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointment of Sheri Richards to Position No. 1 on the Board of Adjustment.

Summary:

Position No. 1 on the Board of Adjustment is currently vacant and has an unexpired term until March 31, 2022.

Chair Lowry is recommending the appointment of Sheri Richards to Position No. 1.

The position term is effective November 6, 2018 through March 31, 2022.

Candidate application packets are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

I. BOA Position Recommendation



BOARD OF ADJUSTMENT

MEMORANDUM

TO: Richland City Clerk

FROM: Larry Lowry, Board of Adjustment Chairman

DATE: October 24, 2018

SUBJECT: Board of Adjustment Vacancies

On October 24, 2018, Staff Member Mandy Wallner and myself considered 2 candidates for the Board of Adjustment vacancy for Position No. 1 previously held by Alan Haggerty.

The candidate recommended to fill the vacancy is:

Position #1:

Vacated by:

Alan Haggerty

Selected Candidate:

Sheri Richards

If you have any questions, please feel free to contact me.

Larry Lowry, Chairman
Board of Adjustment



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Items for Approval

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Personnel Committee: Barbara Newell

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointment of Barbara Newell to Position No. 6 on the Personnel Committee.

Summary:

Position No. 1 on the Personnel Committee is currently vacant and has an unexpired term until September 30, 2021.

Personnel Committee Chair Lorence is recommending the appointment of Barbara Newell to Position No. 6.

The position term is effective November 6, 2018 through September 30, 2021.

Candidate application packets are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

- I. Personnel Committee Recommendation



MEMORANDUM

TO: Marcia Hopkins, City Clerk
Debby Barham, Deputy City Clerk

FROM: Stephen Lorence, Committee Chair

DATE: November 1, 2018

SUBJECT: Written Recommendation for Personnel Committee Vacancy Position #1

On November 1, 2018, Kalen Finn and Stephen Lorence, Personnel Committee Members, as well as Allison Jubb, HR Director/staff liaison and Lacey Paulsen, HR Generalist/staff liaison met to interview and consider applicants for the vacant Personnel Committee position #1.

Based on those interviews, I recommend appointment of Barbara Newell for appointment to the aforementioned vacancy.

The interview panel agreed that Ms. Newell demonstrated understanding of the roles and responsibilities of the Personnel Committee and her knowledge, skills and abilities would be very valuable to the Committee. Ms. Newell was familiar with the Richland Municipal Code (RMC) and had an understanding of the Personnel Committee's role in the City and under the RMC.

Please proceed with the process to appoint Barbara Newell to the Personnel Committee for the Position #1 vacancy.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/06/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation of Appreciation: Jeff Marzyck

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Approve the proclamation expressing appreciation to Jeff Marzyck for his volunteer service to the City of Richland.

Summary:

Mr. Jeff Marzyck was appointed to the Personnel Committee on November 5, 2013 and served until September 30, 2018.

Fiscal Impact:

None.

Attachments:

- I. Proclamation of Appreciation - Jeff Marzyck



WHEREAS, Jeff Marzyck was first appointed to the Personnel Committee on November 5, 2013 and served almost five (5) years until September 30, 2018; and

WHEREAS, Mr. Marzyck 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 Jeff Marzyck the City's appreciation for the services Mr. Marzyck rendered during his tenure as a member of the Personnel Committee.

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 6th day of November, 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: 11/06/2018

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from October 8, 2018 - October 26, 2018 for \$12,088,129.24 including Check Nos. 362334-362987, Wire Nos. 7149-7183, Payroll Check Nos. 139822-140373, and Payroll Wire/ACH Nos. 10692-10709

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from October 8, 2018, to October 26, 2018 in the amount of \$12,088,129.24.

Summary:

Breakdown of Expenditures:

Check Nos.	362334-362987	3,347,216.01
Wire Nos.	7149-7183	6,359,086.34
Payroll Check Nos.	139822-140373	21,741.07
Payroll Wires/ACH	10692-10709	2,360,085.82
TOTAL		\$12,088,129.24

Fiscal Impact:

Yes

Total Disbursements: \$12,088,129.24. Disbursements (wire transfers) include \$3,522,055.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
OCTOBER 8 - OCTOBER 26, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 7149 to 7183		
Apollo, Inc.	Duportail Bridge - Pay Estimate 7	1,074,701.75
AW Rehn Insurance	Fire Health Reimbursement Account	315.00
Bonneville Power Administration	Purchase Power	3,522,055.00
Chicago Title Company	Closing Costs	914.46
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	753,520.02
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,689.00
Discovery Benefits	Section 125	5,249.19
Leone & Keeble	Contract C16-292 - Pay Estimate	841,219.49
Richland Golf Management Corporation	Col. Pt. Operating Reimb	159,422.43
	Total Claim Wire Transfers	\$ 6,359,086.34
Payroll Wires & Direct Deposits (ACH) - Wire No. 10692 to 10709		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,360,085.82
Total Claim & Payroll Wires/ACH		\$ 8,719,172.16

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		GENERAL FUND			
Division:	000	UNASSIGNED			
BANK OF AMERICA		18090058518	362805	BANK ANALYSIS FEES	\$3,238.58
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		SEPT 2018	362806	HELPING HANDS 3RD QTR 2018	\$1,897.15
CITY OF RICHLAND		101818	362815	CASHIER SHORTAGE-GOMEZ	\$29.00
FLORENCE, DREW		18-423 FLORENCE	362695	18-423 BCKGRD CK ON LATL CA	\$407.00
GRIMES, KYLIE		18-222 GRIMES	362698	18-222 NWPPA ADMIN PROF CER	\$946.50
PERMIT REFUND		2018-003144	362617	OVERPAYMENT 425 KEENE CT	\$1,270.00
RECWARE REFUND		100918	362339	DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$500.00
				DEPOSIT REFUND	\$200.00
				REFUND PARKS & RECREATION	\$172.00
				DEPOSIT REFUND	\$150.00
			362368	REFUND PARKS & RECREATION	\$172.00
				DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$500.00
				DEPOSIT REFUND	\$200.00
			362378	DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$500.00
				REFUND PARKS & RECREATION	\$172.00
			362386	DEPOSIT REFUND	\$150.00
				REFUND PARKS & RECREATION	\$172.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$500.00
			362404	DEPOSIT REFUND	\$425.00
				REFUND PARKS & RECREATION	\$172.00
				DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$500.00
			362414	REFUND PARKS & RECREATION	\$172.00
				DEPOSIT REFUND	\$500.00
				DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$150.00
SOMERS, CYNTHIA		18-409 SOMERS	362741	18-409 WSAPT FALL CONFERENC	\$654.31



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TALENT WISE INC		104362528	362622	BACKGROUND CHECKS	\$27.81
WASHINGTON STATE PATROL		I19002072	362530	BACKGROUND CHECKS-SEPT 2018	\$468.00
WEBCHECK INC		6116	362445	WEBCHECK SRVC SEPT 18	\$1,157.68
UNASSIGNED TOTAL ****					\$18,778.03
Division:	001	CITY COUNCIL			
BANK OF AMERICA		TXN00041389	362644	SQ HARRINGTON'S - PLAQUE OF A	\$74.39
		TXN00041405		THINGS WORTH KEEPING - FRAME G	\$24.04
VERIZON WIRELESS	P059661	9813646129	362634	Council Wireless Charges Augus	\$180.14
	P059661	9815508157		Council Wireless Charges Sept	\$180.14
CITY COUNCIL TOTAL ****					\$458.71
Division:	100	CITY MANAGER			
ABADAN INC		AR31484	362869	COLOR ENG COPIES WCMA SCH CK	\$32.58
BANK OF AMERICA		TXN00041141	362644	JIMMY JOHNS - 1702 - LUNCH MTG	\$24.59
		TXN00041184		HILTON BALTIMORE - REENTS TRIP	\$264.50
		TXN00041463		QDOBA 2919 - SPECIAL WORKSHOP	\$232.20
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$4.89
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$49.39
CITY MANAGER TOTAL ****					\$608.15
Division:	101	CITY CLERK			
BANK OF AMERICA		TXN00041284	362644	SAFEWAY - SHARED VALUES	\$50.52
				SAFEWAY - CARDS / SHARED VALUE	\$16.05
		TXN00041406		BENTON CO AUDITOR - CONTRACT N	\$216.28
CITY OF RICHLAND		18-384 BARHAM	362893	18-384 WMCA MINI FALL CONF	\$482.06
HOPKINS, MARCIA		091218	362924	REIMB REFRESHMENTS OPEN GOV	\$44.28
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$12.79
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$32.17
CITY CLERK TOTAL ****					\$854.15
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00041540	362644	STAPLES - Purchase	\$64.49
BELL BROWN & RIO PLLC		1004	362456	PROSECUTION SRVCS-OCTOBER	\$22,716.09
CALFO EAKES & OSTROVSKY PLLC		1497	362354	PETERSON V COR	\$6,281.50
CITY OF RICHLAND		18-365 KINTZLEY	362684	18-365 WSAMA CONF	\$232.05
COLUMBIA INDUSTRIES SUPPORT LLC		0071771	362360	ON SITE SHREDDING WO #0120394	\$47.78
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$9.04
WASHINGTON CITIES INSURANCE AUTHORITY		14199	362443	NOTARY BOND-FULTON	\$40.00
XEROX CORPORATION		094729176	362985	MX4-344681 BASE/PRINTS-SEPT	\$74.83
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$51.18
CITY ATTORNEY TOTAL ****					\$29,516.96
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00041142	362644	LU LU CRAFT BAR & KITCHEN - LU	\$69.03



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041447	362644	UBER - AMUNDSON TRIP NO. 18-4	\$6.42
		TXN00041451		UBER - AMUNDSON TRIP NO. 18-4	\$8.16
		TXN00041459		UBER - AMUNDSON TRIP NO. 18-4	\$22.25
		TXN00041475		UBER - AMUNDSON TRIP NO. 18-4	\$2.00
		TXN00041478		UBER - AMUNDSON TRIP NO. 18-4	\$6.42
		TXN00041482		UBER - AMUNDSON TRIP NO. 18-4	\$9.78
		TXN00041508		UBER - AMUNDSON TRIP NO. 18-4	\$2.00
		TXN00041514		UBER - AMUNDSON TRIP NO. 18-4	\$24.52
XEROX CORPORATION		094729176	362985	MX4-344681 BASE/PRINTS-SEPT	\$73.72
				MX4-344681 BASE/PRINTS-SEPT	\$236.69
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$33.60
ASSISTANT CITY MANAGER TOTAL ****					\$494.59
Division:	111	COMMUNICATIONS & MARKETING			
ABADAN INC		AR37330	362335	PROSECUTION OFFER SHEETS	\$152.04
BANK OF AMERICA		TXN00041128	362644	FACEBK - FACEBOOK LIVE INTERAC	\$8.52
		TXN00041203		ALASKA AIR BAGGAGE FEE - LOGA	\$25.00
		TXN00041211		GREATERTHANGATSBY - LIGHTROOM	\$59.00
		TXN00041219		HYATT REGENCY MILWAUKEE - LOGA	\$642.03
		TXN00041234		ENTERPRISE RENT-A-CAR - LOGAN	\$164.27
		TXN00041242		SAFEWAY - CANDY - EMPLOYEE BAD	\$19.99
		TXN00041250		RPS PASCO TRICITIES - PARKING	\$40.00
		TXN00041253		DELTA AIR BAGGAGE FEE - LOGAN	\$25.00
		TXN00041340		MAILCHIMP MONTHLY - EMPLOYE	\$16.29
		TXN00041411		AWARD COM - SECOMM PLAQUES	\$431.69
		TXN00041416		SQ RINGOLD EMBROID - UNITED W	\$433.31
		TXN00041431		SAFEWAY - CANDY - EMPLOYEE BAD	\$37.98
CITY OF RICHLAND		18-425 EVERETT	362684	18-425 STATE COMM MTNG	\$330.90
XEROX CORPORATION		094729196	362985	BG2-946472 BASE/PRINTS-SEPT	\$194.78
				BG2-946472 BASE/PRINTS-SEPT	\$384.40
		094729197		B35-458536 BASE CHG ONLY-SEPT	\$140.31
		094729198		XU6-476287 BASE/PRINTS- SEPT	\$425.01
				XU6-476287 BASE/PRINTS- SEPT	\$122.76
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$12.48
				TELEPHONE CHARGES 10/1-10/31	\$0.27
				TELEPHONE CHARGES 10/1-10/31	\$12.35
COMMUNICATIONS & MARKETING TOTAL ****					\$3,678.38
Division:	112	CABLE COMMUNICATIONS			
INGHAM, MARK		101518	362700	REIM MILEAGE 5/23-10/3/18	\$85.02
OMNIMUSIC	S018096	26762	362843	ANNUAL MUSIC LICENSE	\$1,075.00
VECTOR BROADCAST LLC	S017745	4512	362865	QUARTERLY MAINTENANCE FOR AUDI	\$2,063.40



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$13.70
CABLE COMMUNICATIONS TOTAL ****					\$3,237.12
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00041194	362644	TRI-CITY REGIONAL CHAMBER - LU	\$25.00
		TXN00041259		SQ MESFIN TESSMA - TAXI - LA	\$24.00
		TXN00041378		HILTON HOTELS - NATIONAL CLEAN	\$1,445.55
		TXN00041384		SQ RAD CAB - TAXI - LARSEN	\$39.80
		TXN00041537		NATL GOVERNORS ASSOC. - REGIST	\$325.00
LARSEN, PAM BROWN		18-433 LARSEN	362715	18-433 ECA NAT CLNUP	\$416.40
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$0.68
XEROX CORPORATION		094729176	362985	MX4-344681 BASE/PRINTS-SEPT	\$74.83
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$8.93
HANFORD COMMUNITIES TOTAL ****					\$2,360.19
Division:	120	FIRE			
BANK OF AMERICA		TXN00041125	362644	AMAZON - WINDEX	\$20.13
		TXN00041150		AMAZON - VHF SUPPLIES	\$451.65
		TXN00041170		FF BOOKSTORE - HAZMAT BOOKS	\$259.29
		TXN00041180		ACTIVE911 INC - ANNUAL SUBSCRIP	\$129.25
		TXN00041227		SEAWESTERN - HAIX BOOTS, HOOD	\$701.94
		TXN00041233		AMAZON - STA CROCKPOT	\$46.14
		TXN00041258		VALMONT SITE PRO - VHF SUPPLY	\$392.09
		TXN00041264		MILLER PAINT - STATION PAINT	\$264.12
		TXN00041302		LOWES - STA CEILING TILES	\$73.76
		TXN00041380		AMAZON - TAPE DISP, FILE FLDRS	\$49.86
		TXN00041423		AMAZON - STA TOILET PAPER HLDR	\$63.38
		TXN00041486		AMAZON - BODY WASH, CASCADE	\$94.33
				AMAZON - BATTERIES, TIE DOWN	\$39.94
				AMAZON - RUBBER BANDS	\$3.19
CHAPLAIN SERVICES NETWORK		RFD-09312018	362356	CHAPLAIN SRVCS JULY-SEPT 2018	\$311.25
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$4,377.60
D&D TELECOMMUNICATION PROPERTIES LLC		512	362367	PERRY MONUMENT RD RENT-SEPT	\$782.87
RESCUE NORTHWEST LLC	P059603	4335	362853	CMC TRUCK CACHE BAG, RED, #440	\$514.50
	P059603			ADJUST FOR TAX	(\$0.01)
	P059603			CMC MPD, 13MM, RED, #333000	\$1,387.91
	P059603			SHIPPING & HANDLING	\$31.65
	P059603			HEADLAMP, EOS II - BLACK, PRIN	\$180.69
	P059603			ESTIMATED SHIPPING & HANDLING	\$223.71
	P059603			SMC TERRADAPTOR TRIPOD ANCHORI	\$4,300.56
RICHLAND ACE HARDWARE		11430/3	362420	UV BULVS	\$51.65
		215409/2		4CYCLE FUEL	\$52.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		216396/2	362420	5G PLASTIC BUCKET	\$16.26
		64186/1		DRUM LINER/NOOZLE FIREMANS	\$79.59
		64227/1		LED LIGHT BAR	\$21.09
		64234/1		UV BULBS	\$12.91
SEA WESTERN INC	P059569	208514	362856	ESTIMATED SHIPPING FEES	\$5.70
	P059569			LION REDZONE PARTICULATE BLOCK	\$114.03
XEROX CORPORATION	P059610	093788724	362449	ST 73 MFD - QTRLY MAINT PLAN	\$32.58
	P059610	094022750		OFFICE COPIER LEASE/USAGE (JUL	\$349.43
	P059610	094429135		OFFICE COPIER LEASE/USAGE (AUG	\$346.49
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$181.54
FIRE TOTAL ****					\$15,963.13
Division:	130	POLICE			
101 CLEANERS		09/18-9427360	362867	UNIFORM LAUNDRY SRVCS-SEPT	\$142.31
BANK OF AMERICA		TXN00041124	362644	RIFLES ONLY INC - HAD 5"	\$633.36
		TXN00041126		WAL-MART #3261 - BOTTLED WATER	\$25.93
		TXN00041127		COPQUEST INC - VERTICAL UTILIT	\$31.95
		TXN00041135		FACEBK EKWCGF2Y92 - SCREENSHOT	\$19.98
		TXN00041148		Amazon.com - USB FLASH DRIVE D	\$107.20
		TXN00041149		GALLS - TROUSER BELTS	\$125.98
		TXN00041161		STAPLES - SPOONS/KNIVES/FORKS	\$38.66
		TXN00041163		UPS 0000002654EE358	\$25.68
		TXN00041164		AMZN Mktp US - FORCEPS/FISHING	\$31.28
		TXN00041167		Amazon.com - BLACKOUT FABRIC	\$78.08
		TXN00041169		BLAUER MANUFACTURING - BOOTS	\$174.99
		TXN00041174		Amazon.com - BLACKHAWK SERPA S	\$52.51
		TXN00041175		Amazon.com - DUCT TAPE	\$19.52
		TXN00041176		AMZN Mktp US - BOASTER CHISEL	\$92.32
		TXN00041190		AMZN Mktp US - WEDGE IT	\$86.80
		TXN00041197		SALTED EARTH LLC - FIRE TRAINE	\$50.00
		TXN00041216		THE HOME DEPOT 4746 - BOTTLED	\$212.12
		TXN00041224		AMZN Mktp US - 64GB SDHC UHS-I	\$56.49
		TXN00041263		UPS 0000002654EE368	\$34.87
		TXN00041265		Amazon Prime - Credit	(\$129.23)
		TXN00041279		GOTPRINT.COM - BUSINESS CARDS	\$12.12
		TXN00041314		WAL-MART #3261 - GIFT CARD	\$25.00
		TXN00041327		WAL-MART #3261 - GIFT CARDS	\$795.00
		TXN00041336		CRYE PRECISION - COMBAT PANT	\$289.40
		TXN00041347		STAPLES - END TABS/PAPER/MEMO	\$605.34
		TXN00041350		CRYE PRECISION - COMBAT PANT	\$273.90
		TXN00041355		EVIDENT INC - NARK II METH & H	\$164.40
		TXN00041372		OFFICE DEPOT #962 - OFFICE CHA	\$165.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041379	362644	STAPLES - END TAB POCKET FOLDE	\$86.21
		TXN00041382		ACE SALES AND SERVICE - PORTAB	\$85.00
		TXN00041386		WAL-MART #3261 - LIQUID SOAP	\$10.73
		TXN00041387		UPS 0000002654EE378	\$23.36
		TXN00041419		AMZN Mktp US MT9W40Z92 - CD SL	\$33.17
		TXN00041422		ULINE SHIP SUPPLIES - GOJO D	\$50.10
		TXN00041434		YOU AND I FRAMING AN - FRAME G	\$71.13
		TXN00041435		STAPLES - TONER	\$205.22
		TXN00041441		STAPLES - STAPLER/WALL FOLDER	\$22.83
		TXN00041442		5.11 TACTICAL.COM ECOMM - Cred	(\$124.88)
		TXN00041452		ULINE SHIP SUPPLIES - PAPER	\$246.85
		TXN00041476		SKD TACTICAL - ITW FASTMAG	\$34.99
		TXN00041477		UPS 0000002654EE388	\$56.97
		TXN00041488		DELTA AIR 0062161462911 - FL	\$133.00
		TXN00041501		DELTA AIR 0062341619287 - FL	\$539.40
		TXN00041512		WAL-MART #3261 - Credit	(\$25.00)
		TXN00041519		OFFICE DEPOT #962 - MAIL TUBE	\$22.57
		TXN00041521		AMZN Mktp US MT7Z79GU0 - LABEL	\$249.76
		TXN00041527		THE HOME DEPOT #4746 - Credit	(\$6.51)
		TXN00041531		THE HOME DEPOT #4746 - TANK LE	\$42.26
		TXN00041534		TALOS TACTICAL - PANTS	\$342.05
		TXN00041536		AMZN MKTP US MT9T75MW2 AM - FL	\$292.10
		TXN00041544		THE HOME DEPOT #4746 - TANK LE	\$9.74
		TXN00041547		AMZN Mktp US MT3630XR0 - CHARG	\$77.11
BENTON COUNTY PROSECUTOR'S OFFICE		Q3 2018	362879	KIDS HAVEN 3RD QTR 2018	\$2,771.82
BENTON COUNTY SHERIFF'S OFFICE		09/18-CUSTODY	362546	CUSTODY COSTS-SEPT 2018	\$130,770.69
BUSH CAR WASH		5755	362458	RPD VEH WASHES-SEPTEMBER (120)	\$693.75
CITY OF RICHLAND		01-00820982	362463	#1903 LANDFILL USAGE	\$30.00
		01-00821003		#1903 LANDFILL USAGE	\$30.00
		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$3,578.42
		18-276 NELSON	362684	18-276 CITC TRAINING	\$1,223.60
		18-356 STOHEL		18-356 ICA SMOSI TRAIN	\$582.42
		18-423 FLORENCE		18-423 BKGRD CK LAT CAN	\$407.00
FLORENCE, DREW			362695	18-423 BKGRD CK LAT CAN	\$2.26
GALLS, LLC	P059568	010444498	362827	CREDIT ON P058276	(\$11.57)
	P059557	BC0688320		ZJ841 7 M - DANNER ACADIA 8" 2	\$264.22
	P059557			SHIPPING	\$16.29
	P059557			ADJUST FOR TAX	(\$0.04)
	P059568	BC0688337		FT918 BLK 7 M - SALOMON QUEST	\$225.02
GUNARAMA WHOLESALE INC	P059601	964426	362581	FREIGHT	\$38.01
	P059601			GLOCK GEN-4 G17-T SIMUNITION	\$3,451.31



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IRON MOUNTAIN INC		AFRB066	362481	SHREDDING SRVCS-SEPTEMBER	\$146.20
JANSEN, DAMON		18-426 JANSEN	362706	18-426 SUSINTER REIMB	\$38.00
JUDGE, DARRYL		18-388 JUDGE	362709	CSEC TF CONF PARKNG REIM	\$10.00
LN CURTIS & SONS	P058602	INV220018	362595	TAX	\$66.65
	P058602			SCA-SM02-3A SAFARI CUSTOM - SU	\$775.00
MISTER CAR WASH		145162	362496	RPD VEHICLE WASHES-SEPT 2018	\$5.60
NET TRANSCRIPTS INC		0020550-IN	362498	TRANSCRIPTION SERVICE 18-15099	\$262.68
OXARC INC		60240207	362500	OXYGEN CYLINDER RENTAL	\$8.09
P.S. MEDIA INC		172051	362501	HUMAN TRAFFICKING ADVERTISEMNT	\$8,809.00
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$336.60
QUALITY CONTROL SERVICES INC		53896	362507	ONSITE SVC BALANCE	\$230.00
RIVER CITY TOWING INC		16616	362513	TOW CHARGE	\$48.87
ROYAL ARMS INTERNATIONAL INC		24926	362516	TESAR-2 BLACK CAP 12 GA 425 GR	\$1,370.00
SOUND UNIFORM GROUP LLC	P059280	201810B077	362619	J-PD07 - JACKET W/LINER PLUS	\$407.25
	P059280			J-PD07 - JACKET W/LINER PLUS	\$407.25
STERICYCLE INC		3004426735	362521	BIO WASTE DISPOSAL FEE	\$10.36
TAC-TOTE		2006	362522	MEDICAL CASES	\$371.00
TAYLOR, JEFFERY M		18-379 TAYLOR	362742	18-379 CSE TF CONF	\$13.00
TRANS UNION RISK & ALTERNATIVE DATA		10/18-204527	362525	RPD RECORDS SEARCH-SEPTEMBER	\$119.46
TREASURE VALLEY COFFEE CO		102854	362526	RPD COFFEE DELIVERY	\$166.66
XEROX CORPORATION		094729184	362985	LX5-691308 BASE/PRINTS-SEPT	\$237.14
		094729185		LX5-691344 BASE/PRINTS-SEPT	\$221.88
		094729186		LX5-694258 BASE/PRINTS-SEPT	\$189.71
		094729187		MX4-345491 BASE/PRINTS-SEPT	\$454.08
		094729188		MX4-345537 BASE/PRINTS-SEPT	\$255.88
		094729209	362534	5BT-700601 BASE-07/01-09/30/18	\$22.81
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$305.37
				TELEPHONE CHARGES 10/1-10/31	\$6.80
ZETX, INC.	P059623	WA18.MA00000	362640	ZETX TRAX SUITE QUOTE: WA18.MA	\$3,100.00
POLICE TOTAL ****					\$169,187.72
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00041165	362644	STONE SOUP-AMI EVAL TEAM MTG	\$99.22
		TXN00041189		WALMART-SHARED VALUES-CA OFFIC	\$34.63
		TXN00041237		BENTO-AMI EVAL TEAM MTG	\$89.67
		TXN00041260		ALG AIRFARE-REYNOLDS NEOGOV	\$100.00
		TXN00041298		UNITED-REYNOLDS NEOGOV CONF	\$123.80
		TXN00041321		THE MIRAGE-REYNOLDS-DEP HOTEL	\$180.27
		TXN00041449		AWC PAID FMLA WEBINAR -CK	\$25.00
		TXN00041553		WAL-MART-TEAMBUILDING THANKS G	\$89.88
FINANCIAL CONSULTING SOLUTION GROUP	S017773	2798-21809021	362377	FIRE SERVICES PNNL RATE ANALYS	\$960.00
REYNOLDS, DAN		18-400 REYNOLDS	362959	18-400 NEOGOV CONF	\$571.04



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
US BANK		TXN53713660988869	362440	NEOGOV CONF - REYNOLDS, D.	\$1,150.00
		TXN55715761303339		CREDIT ON CONFERENCE FOR D. RE	(\$50.00)
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$19.93
ADMINISTRATIVE SERVICES TOTAL ****					\$3,393.44
Division:	211	FINANCE			
ALLIED ENVELOPE		191452	362338	UTILITY BILLING STATEMENT, 20#	\$527.52
		191453		UTILITY BILLING WINDOW ENV	\$954.05
		191454		UTILITY BILLING WINDOW ENV	\$782.73
		192042	362872	UTILITY BILLING STATEMENTS	\$527.52
		192043		WINDOW ENVELOPE #24	\$954.05
		192044		WINDOW ENVELOPE #24	\$782.73
BANK OF AMERICA		TXN00041204	362644	STAPLES - Purchase	\$241.72
		TXN00041207		STAPLES - Purchase	\$324.61
		TXN00041217		STAPLES - Purchase	\$4.30
		TXN00041310		GOVERNMENT FINANCE OFFIC - Pur	\$580.00
		TXN00041401		CONFERENCE SOLUTIONS - Purchas	\$50.00
		TXN00041457		STAPLES - Purchase	\$162.89
		TXN00041464		AWC PAID FMLA WEBINAR-BA/JG/SH	\$75.00
		TXN00041497		STAPLES - Purchase	\$81.65
		TXN00041524		STAPLES - Credit	(\$20.59)
		TXN00041526		STAPLES - Purchase	\$20.59
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		2018Q3-CR-HH	362806	HHANDS APPLICATIONS 3QTR 2018	\$675.00
CANON FINANCIAL SERVICES, INC	S017910	19330979	362810	COPIER USAGE CHARGES	\$70.00
GARDA CL NORTHWEST INC		10426784	362476	ARMORED CAR SRVCS SEPT 2018	\$516.12
GOVERNMENT FINANCE OFFICERS ASN		0102683	362383	18-19 DUES - KISON	\$150.00
		2018 GAAP UPDATE	362478	2018 ANNUAL GAAP UPDATE	\$1,500.00
JETPAY PAYMENT SERVICES, FL, LLC		093018	362834	MERCHANT SRVC CHRGS SEPT 18	\$45,258.09
PARADISE BOTTLED WATER CO		09/18-FINANCE	362410	BOTTLED WATER SVC 9/18	\$44.33
				BOTTLED WATER SVC 9/18	\$44.33
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$1,131.07
				POSTAGE 09/01/18 TO 09/30/18	\$122.88
				POSTAGE 09/01/18 TO 09/30/18	\$2,167.03
REDSSON LTD		198240	362416	PORTAL SERVICE LOCATES-SEPT	\$258.00
RETAIL LOCKBOX INC		18094812	362417	UB PYMT PROCESSING SEPT 18	\$4,164.15
STATE AUDITOR'S OFFICE		L127381	362860	AUDIT SERVICES - SEPT 2018	\$12,361.69
US BANK N A		AUG2018	362863	POOLED INVESTMENT CUSTODY FEES	\$114.00
		SEPT2018		POOLED INVESTMENT CUSTODY FEES	\$154.00
XEROX CORPORATION		094729189	362534	MX4-346672 BASE/PRINTS-SEPT	\$314.47
		094729190		LX5-692029 BASE/PRINTS-SEPT	\$259.55
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$75.76



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$132.27
				TELEPHONE CHARGES 10/1-10/31	\$0.22
FINANCE TOTAL ****					\$75,561.73
Division:	212	PURCHASING			
CANON FINANCIAL SERVICES, INC	S017910	19330979	362810	COPIER LEASE & USAGE CHARGES	\$199.58
	S017910			COPIER LEASE & USAGE CHARGES	\$49.90
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$770.99
GRAINGER	S018098	9933574015	362828	STRETCH WRAP ITEM #15A846	\$153.60
ORKIN EXTERMINATING INC	S017798	174742859	362407	PEST CONTROL SERVICES FOR BLDG	\$33.56
	S017798			PEST CONTROL SERVICES FOR BLDG	\$33.57
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$0.47
US BANK		TXN62100192705448	362440	PENS,CALENDAR,DATE STAMP	\$72.37
				CALC RIBBON,PENS,CALENDARS	\$42.93
XEROX CORPORATION		094729181	362449	IT-W7855PT BASE/PRINTS-SEPT 18	\$232.00
		094729191		HR-W7855PT BASE/PRINTS-SEPT 18	\$236.70
	S017810	094729192		XEROX 7855 LEASE FOR 2018, S/N	\$164.55
	S017810			XEROX 7855 LEASE FOR 2018, S/N	\$41.14
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$59.34
				TELEPHONE CHARGES 10/1-10/31	\$43.27
PURCHASING TOTAL ****					\$2,133.97
Division:	213	INFORMATION TECHNOLOGY			
BANK OF AMERICA		TXN00041147	362644	ADOBE CREATIVE CLOUD,SUBSCRIP	\$651.47
		TXN00041173		DRI AQUAFOREST LIMITED,SEARCHL	\$1,302.11
		TXN00041192		ADOBE CREATIVE CLOUD,SUBSCRIP	\$651.47
		TXN00041208		AMAZON,INK CARTRIDGES	\$469.95
		TXN00041213		AMAZON,PARALLEL ADAPTER CARD	\$31.23
		TXN00041255		COSTCO WHSE #0486,LGTV	\$814.49
		TXN00041269		DNH GODADDY.COM,DOMAIN RENEWAL	\$16.47
		TXN00041276		AMAZON,POST IT FLAGS	\$17.17
		TXN00041320		SUBWAY,LUNCH	\$123.29
		TXN00041361		SUBWAY,LUNCH MEETING	\$123.29
		TXN00041367		AMAZON,UPS BATTERY PROTECTOR	\$143.67
		TXN00041469		DELL,DVDR	\$21.70
		TXN00041484		AMZN Mktp,POWER ADAPTER	\$24.03
		TXN00041489		MYPROJECTORLAMPS.COM,PROJECTOR	\$174.50
		TXN00041511		Amazon.com,INTER DEPARTMENT EN	\$31.84
BERRY DUNN MCNEIL & PARKER, LLC	P058605	376052	362347	Professional Implementation	\$2,280.00
	P058605			Estimated Travel for Implement	\$207.74
CANON FINANCIAL SERVICES, INC		19330978	362680	CANON-IRC5550I-XLG04987-OCT	\$103.08
CASELLE INC	P058690	90690	362556	Animal License Software Monthl	\$169.33



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DELL COMPUTER CORPORATION	P059461	10260507670	362822	HARD DRIVE, DELL 7200 RPM NEAR	\$818.64
SMARSH, INC.	S017774	INV00410632	362859	ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,517.45
TYLER TECHNOLOGIES, INC	S017614	045-219134	362629	IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$2,320.95
	S017614	045-219747		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-220732		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-221732		ESTIMATED TRAVEL	\$2,417.97
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-223566		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-226595		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$1,075.83
	S017614	045-231461	362438	PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	P059625	045-231797	362629	Licensing -Payroll/ESS	\$23,760.59
	P059625			Licensing - PA/GA	\$6,157.62
	P059625			Licensing - HR	\$7,095.92
	P059625			licensing - cash mgmt	\$7,183.89
	P059625			Licensing AR	\$7,916.94
	P059625			Licensing - Cap Assets	\$9,031.18
	P059625			Licensing - Inventory	\$9,031.18
	P059625			Licensing - cashiering	\$11,728.80
	P059625			Licensing - Reporting	\$30,983.58
	P059625			Licensing - TCM	\$18,570.60
	P059625			System Management Service Supp	\$30,900.00
	P059625			Licensing - CAFR	\$4,887.00
	P059625			Licensing - GL/BG/AP	\$36,124.70
	P059625			Licensing - Purchasing	\$16,830.83
	P059625			ADJUST TAX	\$0.01
	P059625			Licensing - Forms	\$4,235.40
	P059625			Licensing - TCM Workflow	\$586.44
	P059625			Licensing - GB	\$3,762.99
	P059625			Licensing - Quatred	\$1,133.78
	P059625			Licensing - EER	\$3,694.57
	P059625			Licensing - TCM Connector	\$1,857.06
	P059625			Licensing- Contract Mgmt	\$4,515.59
	P059625			Licensing - TCM self service	\$1,466.10
	S017614	045-234710	362438	PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-238317		IMPLEMENTATION COSTS (AS MODUL	\$541.87
	S017614	045-240550	362629	ESTIMATED TRAVEL	\$959.62
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,793.12
UNITED PARCEL SERVICE	S018085	000986641408	362439	NDA LETTER TO ACTIVE NETWORK F	\$11.82
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$43.28



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$249.05
INFORMATION TECHNOLOGY TOTAL ****					\$332,314.95
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00041138	362644	HARRINGTON'S RETIRE PLAQUE-THO	\$74.39
		TXN00041160		USPS-CATAMARAN PRIORITY MAIL/M	\$16.14
		TXN00041200		UPS STORE - SEND FMLA PCKT	\$12.05
		TXN00041209		LABOR ARBITRATION CONF-RP	\$475.00
		TXN00041235		TRAVEL LEADERS AGENT FEE-VEGAS	\$35.00
		TXN00041248		SQ-LABOR LAW CONF-TAXI-AJ	\$49.74
		TXN00041257		DELTA AIR-NEOGOV CONF-VEGAS-AJ	\$359.60
		TXN00041274		FREDPRYOR - EXCEL TRAINING -BL	\$128.00
		TXN00041334		FREDPRYOR-EXCEL TRAINING-BL	\$298.00
		TXN00041343		DELTA AIR-NEOGOV CONF-VEGAS-KC	\$281.60
		TXN00041430		STAPLES-CATALOG ENV	\$23.87
		TXN00041464		AWC PAID FMLA WEBINAR-LP/JR/RP	\$100.00
		TXN00041473		STAPLES-CONFIDENTIAL ENV/PAPER	\$80.27
BIOSH		4760	362457	DOT DRUG/ALCOHOL SCREEN	\$420.00
CANON FINANCIAL SERVICES, INC		19330978	362680	CANON-IRC5550I-XLG04987-OCT	\$7.65
CITY OF RICHLAND		18-414 PARKER	362684	18-414 LAB & LAW ARB PROG	\$385.26
EMPLOYMENT SCREENING SERVICES, INC		40596141194	362370	BACKGROUND/REFERENCE CHECKS	\$89.50
		40630641194	362472	BACKGROUND/REFERENCE CHECKS	\$550.50
FEDERAL EXPRESS CORP		6-322-29253	362474	GROUND HOME DELIVERY	\$7.84
JUBB, ALLISON		18-294 JUBB	362484	18-294 LABOR & LAW ARBITRAT	\$1,008.31
MOON, TAE-IM PHD		092518	362597	PSYCH EVALUATION-SHEPPARD	\$800.00
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$9.20
TALENT WISE INC		104362528	362622	BACKGROUND CHECKS	\$3.34
WASHINGTON STATE PATROL		119002048	362444	HR BACKGROUND CHECKS-MINORS	\$12.00
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$71.64
HUMAN RESOURCES TOTAL ****					\$5,298.90
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		AR36322	362450	LG FORMAT SCANNER	\$155.24
BANK OF AMERICA		TXN00041287	362644	AMZN Mktp US -PENS	\$15.43
		TXN00041308		STAPLES - KEY CHAINS, WIPES, N	\$43.49
		TXN00041365		CAMPBELLS LODGE - TRIP 18-318,	\$391.42
SKILLPATH INC		11917258	362618	ADMIN ASST CONF-L. FOLLETT	\$199.00
XEROX CORPORATION		094729179	362639	LX5-692207 BASE/PRINTS-SEP	\$76.39
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$27.37
				TELEPHONE CHARGES 10/1-10/31	\$6.17
				TELEPHONE CHARGES 10/1-10/31	\$19.87
				TELEPHONE CHARGES 10/1-10/31	\$111.55



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$20.18
				TELEPHONE CHARGES 10/1-10/31	\$20.24
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$1,086.35
Division:	301	DEVELOPMENT SERVICES			
AVANTECH INC	S018034	18-3092	362543	TRACEY PELOQUIN - CLERICAL	\$740.51
BANK OF AMERICA		TXN00041146	362644	PAYPAL -REGISTRATION, C.SOMER	\$200.00
		TXN00041330		STAPLES - KEY RINGS, MOUSE RES	\$62.37
		TXN00041417		STAPLES - MOUSE PAD REST	\$12.59
		TXN00041433		STAPLES - CALENDAR, MOUSE, PLA	\$73.51
		TXN00041455		AMZN Mktp,CISCO UNIFIED EXPANS	\$86.88
		TXN00041467		AMZN Mktp,VOIP IP PHONE ADAPTE	\$21.70
		TXN00041471		ACTION REGISTRATION INC. - TRI	\$295.00
		TXN00041495		AMAZON,CISCO FOOTSTAND	\$36.25
		TXN00041506		BLUEBEAM INC,LICENSE AND ANNUA	\$2,432.64
CITY OF RICHLAND		18-409 SOMERS	362684	18-409 WSAPT CONF	\$654.31
		18-413 STEVENS	362464	18-413 APA-WA ANNUAL CONFER	\$273.14
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$57.08
SOMERS, CYNTHIA		18-409 SOMERS	362741	18-409 WSAPT CONF	\$10.00
WATER SOLUTIONS INC		19693	362635	3 WTR MACHINES - OCT 2018	\$39.63
				3 WTR MACHINES - OCT 2018	\$16.29
DEVELOPMENT SERVICES TOTAL ****					\$5,011.90
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$19.11
REDEVELOPMENT TOTAL ****					\$19.11
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00041129	362644	INGRAM BOOKS	\$33.32
		TXN00041134		INGRAM BOOKS	\$392.23
		TXN00041154		INGRAM AUDIOBOOK	\$22.74
		TXN00041155		INGRAM BOOKS	\$329.47
		TXN00041158		INGRAM BOOKS	\$76.80
		TXN00041159		AMZN Mktp US - Purchase	\$56.36
		TXN00041186		INGRAM BOOKS	\$349.94
		TXN00041199		STAPLES - Purchase	\$98.32
		TXN00041202		INGRAM BOOKS	\$386.00
		TXN00041215		INGRAM BOOKS	\$187.72
		TXN00041222		INGRAM BOOKS	\$20.63
		TXN00041226		INGRAM AUDIOBOOK	\$31.11
		TXN00041244		INGRAM BOOKS	\$96.64
		TXN00041245		INGRAM BOOKS	\$699.60
		TXN00041247		INGRAM BOOKS	\$46.70



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041268	362644	TARGET 00008300 - Purch	\$6.18
		TXN00041292		TARGET 00023143 - Purch	\$4.33
		TXN00041295		INGRAM BOOKS	\$243.34
		TXN00041303		BLACKSTONE AUDIOBOOK	\$45.00
		TXN00041305		YOKE'S FRESH MARKET - Purchase	\$23.99
		TXN00041313		INGRAM BOOKS	\$135.22
		TXN00041317		OVERDRIVE DIGITAL	\$369.91
		TXN00041325		INGRAM BOOKS	\$39.70
		TXN00041329		INGRAM BOOKS	\$328.81
		TXN00041333		AMZN Mktp US - Credit	(\$56.36)
		TXN00041337		AMZN Mktp US - Purchase	\$26.04
		TXN00041345		TARGET.COM - Purchase	\$19.53
		TXN00041353		MIDWEST DVD	\$238.97
		TXN00041357		INGRAM BOOKS	\$965.81
		TXN00041358		INGRAM BOOKS	\$96.15
		TXN00041359		SQ STONE SOUP - Purchase	\$289.70
		TXN00041360		INGRAM BOOKS	\$49.57
		TXN00041368		INGRAM BOOKS	\$531.18
		TXN00041369		STAPLES - Purchase	\$469.49
		TXN00041371		INGRAM AUDIOBOOK	\$31.70
		TXN00041390		OVERDRIVE DIGITAL	\$317.07
		TXN00041393		DEMCO INC - Purchase	\$424.66
		TXN00041396		INGRAM BOOKS	\$257.48
		TXN00041415		INGRAM BOOKS	\$1,595.95
		TXN00041426		INGRAM BOOKS	\$128.57
		TXN00041444		INGRAM BOOKS	\$184.08
		TXN00041448		INGRAM BOOKS	\$29.10
		TXN00041454		Amazon.com MT4Z84A00 - Purchas	\$72.66
		TXN00041460		INGRAM BOOKS	\$85.63
		TXN00041461		INGRAM BOOKS	\$158.89
		TXN00041470		PAYPAL EKS PUBLISH - Purchase	\$37.85
		TXN00041479		INGRAM BOOKS	\$238.41
		TXN00041499		STAPLES - Purchase	\$4.33
		TXN00041504		INGRAM BOOKS	\$50.33
		TXN00041505		AMZN Mktp US MT4N08P52 - Purch	\$302.99
		TXN00041518		INGRAM BOOKS	\$1,182.24
		TXN00041548		INGRAM BOOKS	\$239.83
		TXN00041550		INGRAM BOOKS	\$67.38
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$5,752.30
FRONTIER	S018097	10/18 5099433152	362826	TELEPHONE CHARGES 10/4/18 - 11	\$382.12
IDENTISYS INC		407240	362390	ANNUAL CONTRACT NOV 18-NOV 19	\$798.21



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MIDWEST TAPE		96482981	362840	SEPTEMBER 2018 HOOPLA	\$3,287.49
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$260.20
WASHINGTON STATE PATROL		I19002059	362444	BACKGROUND CHECKS-SEPT LIBRARY	\$12.00
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$150.31
LIBRARY TOTAL ****					\$22,705.92
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00041319	362644	SUN WEST SPORTSWEAR - RANGER S	\$82.57
PARKS & RECREATION ADMIN TOTAL ****					\$82.57
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00041162	362644	WARMER TRAYS FOR KITCHEN	\$67.08
		TXN00041177		100 - NFL FLAG SHIRTS	\$83.79
		TXN00041221		100 -NFL FLAG	\$64.49
		TXN00041228		SIGNSIMPL,PERSONAL PLAN	\$16.00
		TXN00041246		100 - NFL FLAG SHIRTS	\$44.21
		TXN00041275		500 - COPY PAPER	\$49.16
		TXN00041288		400 - BILLARDS CHALK	\$2.16
		TXN00041289		NFL FLAG JERSEY	\$25.15
		TXN00041299		500 - PENS, CLIPS, NOTEBOOK	\$38.59
		TXN00041301		400 - CAKE PLATES	\$5.43
		TXN00041348		SQ PORTER'S REAL B - 2018 JOI	\$896.94
		TXN00041385		100 - NFL FLAG JERSEY	\$25.00
		TXN00041429		CARD PRINTER CLEANING KIT	\$32.56
		TXN00041436		400 - FITNESS ROOM TOWELS	\$54.28
		TXN00041438		HOBBY-LOBBY #457 - FRAME FOR F	\$23.34
		TXN00041453		STAPLES - OFFICE SUPPLIES	\$251.07
		TXN00041465		Amazon.com MT3XK3TG2 - OFFICE	\$55.76
		TXN00041528		WM SUPERCENTER #3261 - 2018 JO	\$63.82
		TXN00041541		DOLLAR TREE - SUPPLIES - VASES	\$10.86
CAMARENA LATIN RHYTHMS		SEPTEMBER 2018	362459	SALSA INSTRUCTOR-SEPTEMBER	\$676.55
ELIZABETH E TROST			362369	AUGUST CLASS-7213	\$96.60
GLOWING SUN			362382	SHOTOKAN KARATE CLASSES	\$343.70
HEALTHY FEET LLC			362388	FOOT CARE CLASSES-SEPTEMBER	\$1,159.20
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		407774	362487	COVER/EXTENDER-GEOCOIN CHLNG	\$27.53
MASON, PATTI L		SEPTEMBER 2018	362400	FITNESS CLASSES-SEPTEMBER	\$319.21
MILLER, JO ANN			362402	DANCE INSTRUCTOR-SEPTEMBER	\$574.18
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$9.74
SCHIESSL, JOE		092318	362738	REIMB PROTOTYPE CH FNTAIN	\$80.00
TALENT WISE INC		104362528	362622	BACKGROUND CHECKS	\$200.17
US LINEN & UNIFORM		S2234362	362529	2018 JOINT PRC MEETING-LINENS	\$14.66
		S2238157		2018 JOINT PRC MEETING-LINENS	\$3.26



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		094729175	362639	MX4-322135 BASE/PRINTS-SEPT	\$231.35
				MX4-322135 BASE/PRINTS-SEPT	\$119.71
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$95.82
				TELEPHONE CHARGES 10/1-10/31	\$6.17
				TELEPHONE CHARGES 10/1-10/31	\$37.05
PARKS & REC - RECREATION TOTAL ****					\$5,804.59
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		12604562	362870	JANITORIAL SRVCS-JULY	\$2,406.15
				JANITORIAL SRVCS-JULY	\$3,255.03
				JANITORIAL SRVCS-JULY	\$590.30
				JANITORIAL SRVCS-JULY	\$2,793.83
		12977652	362536	JANITORIAL SRVCS-OCT	\$3,255.03
				JANITORIAL SRVCS-OCT	\$2,793.83
				JANITORIAL SRVCS-OCT	\$590.30
				JANITORIAL SRVCS-OCT	\$2,406.15
AIREFCO INC		4065270	362538	COMPRESSORS	\$1,250.36
ARAMARK UNIFORM SERVICES INC	S018093	09/18-934962000	362542	LINEN CHARGES FOR SEPTEMBER 20	\$463.53
ARANDA AND SONS, LLC		3687	362875	66 YARDS MULCH	\$2,401.15
BANK OF AMERICA		TXN00041136	362644	PARTS TOWN - HVAC PARTS	\$351.51
		TXN00041143		APL ITUNES - APPLE AP	\$1.08
		TXN00041157		ACE - PAINTING SUPPLIES - LYNN	\$29.91
		TXN00041166		AMAZON - MOUSE, FLASHLIGHT	\$90.40
		TXN00041195		HOME DEPOT - ZIP LINE REPAIR P	\$6.74
		TXN00041201		Amazon Prime - SUPPLIES	\$14.11
		TXN00041212		HOME DEPOT - HEAVY DUTY ARM HA	\$24.67
		TXN00041218		OFFICE DEPOT - OFFICE SUPPLIES	\$52.28
		TXN00041223		HOME DEPOT - KNEE PADS, SCREWS	\$179.44
		TXN00041225		HOME DEPOT - 2 X 4'S - DOCK MA	\$3.55
		TXN00041241		OFFICE DEPOT - OFFICE SUPPLIES	\$43.75
		TXN00041249		AMAZON - HVAC PARTS - SHOPS	\$51.41
				AMAZON - OFFICE SUPPLIES	\$30.37
		TXN00041254		HOME DEPOT - HVAC SUPPLIES	\$78.52
		TXN00041266		ACE - IRRIGATION PARTS	\$51.20
		TXN00041286		ACE - DRINKING FOUNTAIN REPAIR	\$24.95
		TXN00041296		HARBOR FREIGHT - MAGNETS	\$21.68
		TXN00041306		AMAZON - BOAT SUPPLIES STORAGE	\$191.41
		TXN00041307		KYRIE SEWER CAMS - WIFI FOR SE	\$300.00
		TXN00041322		KYRIE SEWER CAMS - SEWER CAMER	\$2,499.00
		TXN00041328		OFFICE DEPOT - OFFICE SUPPLIES	\$123.30
		TXN00041331		HOME DEPOT - BLADES, SAFETY GL	\$41.14
		TXN00041332		HOME DEPOT - PERGOLA REPAIR PA	\$109.89



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041338	362644	AMAZON - LIFE JACKET	\$46.14
		TXN00041339		AMAZON - HVAC PARTS	\$91.20
		TXN00041342		ACE - PLAYGROUND PAINT REPAIR	\$65.94
		TXN00041362		HOME DEPOT - PERGOLA REPAIR PA	\$94.02
		TXN00041383		SUN DATA SUPPLY - TONER	\$36.90
		TXN00041391		AMAZON - BLACK & DECKER BATTER	\$186.76
		TXN00041392		AMAZON - LIFE JACKETS	\$118.38
		TXN00041397		NW MARINE AND SPORT - ADAPTER	\$17.32
		TXN00041402		AMAZON - BLACK & DECKER BATTER	\$55.25
		TXN00041404		AMAZON - HVAC PARTS - SHOPS	\$421.75
		TXN00041410		CITY OF RICHLAND - ZONING 2020	\$2,495.00
		TXN00041413		ULINE - BOAT RAILINGS	\$553.86
		TXN00041414		LAMINATOR - LAMINATOR	\$132.94
		TXN00041424		ACE - TAPE MEASURE, CONDUIT	\$29.95
		TXN00041425		ULINE - BOAT RAILINGS	\$883.81
		TXN00041428		AMAZON - NEW CITY HALL HVAC TO	\$149.02
		TXN00041432		NORTHWEST PLAYGROUND - IMBARIM	\$213.04
		TXN00041439		AMAZON - NEW CITY HALL HVAC TO	\$718.89
		TXN00041443		ULINE-REPLACEMENT POST FOR BEN	\$256.64
		TXN00041456		OFFICE DEPOT - LAMINATING POU	\$28.45
		TXN00041466		Amazon - PRINTER WASTE CARTRID	\$20.92
		TXN00041468		OFFICE DEPOT - LAMINATING SUPP	\$19.63
		TXN00041480		ACE - FOUNTAIN PARTS - PARKWAY	\$27.57
		TXN00041481		ULINE - CREDIT FOR BENT RAIL	(\$256.64)
		TXN00041487		BEACON ATHLETICS - BALLFIELD M	\$185.60
		TXN00041491		AMAZON - HOSE BOILER DRAIN	\$44.10
		TXN00041492		AMAZON - LIFE JACKETS FOR BOAT	\$114.30
		TXN00041496		HOME DEPOT - WOODEN STAKES	\$12.59
		TXN00041500		AMAZON - HVAC TOOLS - NEW CITY	\$105.62
		TXN00041503		OFFICE DEPOT - LIQUID AIR	\$21.46
		TXN00041510		HOME DEPOT - PICNIC TABLE INST	\$32.16
		TXN00041515		ACE - TOILET SEAT - SNYDER COM	\$29.31
		TXN00041520		HOME DEPOT - PLUMBING PARTS	\$68.58
		TXN00041532		AMAZON - PLUMBING PARTS	\$95.72
		TXN00041539		AMAZON - PLUMBING PARTS	\$71.45
		TXN00041543		AMAZON - PLUMBING PARTS	\$26.17
		TXN00041549		WA STATE WEED - PARDINI - CONF	\$145.00
		TXN00041552		ACE - IRRIGATION PARTS	\$51.31
BEAVER BARK & ROCK		907085	362345	SOD	\$25.98
		907368		DIRT RPD CASE #18-12638	\$43.40
		907395		DIRT-RPD CASE #18-12638	\$43.40



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BEAVER BARK & ROCK		907400	362345	DIRT-RPD CASE #18-126938	\$43.40
		908274	362878	GLOVES	\$14.11
BUILDERS HARDWARE & SUPPLY CO INC		S3657969.002	362551	50 PRIMUS KEY BLANKS	\$311.68
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$92,537.54
				CITY UTILITY BILLS/SEP 2018	\$941.85
				CITY UTILITY BILLS/SEP 2018	\$1,353.67
				CITY UTILITY BILLS/SEP 2018	\$1,067.15
				CITY UTILITY BILLS/SEP 2018	\$2,392.22
				CITY UTILITY BILLS/SEP 2018	\$767.35
				CITY UTILITY BILLS/SEP 2018	\$1,303.70
				CITY UTILITY BILLS/SEP 2018	\$41.08
				CITY UTILITY BILLS/SEP 2018	\$634.71
	09/2018-24		362559	#24 LANDFILL FEES	\$1,675.57
COLUMBIA BASIN BMX, CBBMX		101	362818	DIRT GLUE/DIRT SEALER-BMX TRAC	\$5,000.00
COMPLETE CLEANING SYSTEMS		76589	362363	MACHINE SCRUB WAREHOUSE	\$371.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-598603	362365	30W LAMPS	\$364.90
		3627-598634		BALLAST	\$886.01
		3627-598686		SHOP OUTLET PARTS	\$173.26
		3627-599182		SWITCH-VEHICLE HOIST	\$227.78
		3627-599289		FILTER PARTS-CRESTED HILLS	\$45.04
EWING IRRIGATION PRODUCTS INC		6261424	362373	CONTROLLER/WRENCH	\$132.61
		6265788		CHALK/CLAY/RAPID DRY	\$811.75
		6281154		VALVE/BUSHING/PIPE	\$145.50
				VALVE/BUSHING/PIPE	\$27.09
		6288442		AWG-UF WIRE/IRRIGATION PARTS	\$168.17
		6288443		PVC ELBOW/CEMENT/NIPPLE/COUPLI	\$72.19
		6296190		PVC ADAPTER/TEE	\$7.32
		6322799	362573	PVC PIPE/COUPLING	\$205.30
		6330675	362910	COUPLING	\$8.48
		6340742		IRRIGATION PARTS - FRKFORT PRK	\$9,839.42
		6370744		IRRIGATION PARTS FRANKFRT PRK	\$1,154.41
FARMERS EXCHANGE		220692	362374	WALK BEHIND EDGER-DIAGNOSE	\$45.61
		220693		WALK BEHIND EDGER-DIAGNOSE	\$45.61
FASTENAL COMPANY		WARIC77981	362375	MASKS-POOR AIR QUALITY	\$9.64
FERGUSON ENTERPRISES INC		6467673	362376	PLUMBING PARTS	\$77.93
		6538940		REPAIR KIT-PLUMBING	\$35.92
		6553262		BRASS NIPPLE/HVAC PARTS	\$20.04
		6615070	362914	ORING/PLMING PARTS	\$20.71
		CM666187	362376	FAUCET REPAIR KITS RETURN	(\$329.34)
FIRE PROTECTION SPECIALISTS LLC		55982	362915	ALARM ZONING ISSUES	\$825.36
GRAINGER	S018082	9911458280	362384	PETWASTE BAG DISPENSER ITEM #3	\$1,176.44



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S018082	9913868627	362384	FINE POINT ADAPTER ITEM #1CXH9	\$936.95
	S018098	9931216874	362828	CUSHIONED CLAMP ITEM #33KF50	\$107.35
	S018098	9932218796		FITTING BRUSH WIRE ITEM #1VAH5	\$296.03
	S018098	9935129818		PICK RACK ITEM #1W785	\$217.64
GTP INVESTMENTS LLC	P058743	405497270	362387	BADGER MTN LEASE FOR CITYY CEL	\$22.26
HD FOWLER COMPANY INC		C448558	362583	SCREEN CONTROLLER REFUND	(\$3,718.37)
				SCREEN CONTROLLER REFUND	(\$4,426.63)
		I4923192		HOUSING UNIT GALA PARK	\$2,125.15
		I4960967		FILTER PULLERS	\$658.46
		I4960969		DIAPHRAGM	\$420.39
		I4965120		IRRIGATION SCREEN/CONTROLLER	\$8,853.26
		I4967208		LIBERTY PUMP/ADAPTER	\$2,767.35
		I4967214		IRRIGATION SCREEN/CONTROLLER	\$6,964.56
		I4969671		IRRIGATION FILTER PARTS	\$97.63
		457965	362396	VALVE-IRRIGATION PARTS	\$204.93
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		31107686	362949	FIELD PAINT	\$156.17
MILLER PAINT COMPANY INC		30470242	362409	CO2	\$194.39
OXARC INC		30478706	362600	CO2	\$194.39
		60244138	362409	SEPT CYLINDR RENTAL-FACILITIES	\$139.50
		60244141		SEPT CYLINDER RENTAL-POOL	\$90.19
PARAMOUNT COMMUNICATIONS INC	P059593	34542	362846	NETWORK INSTALL AT RPD	\$1,268.45
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$2.35
PLATT ELECTRIC SUPPLY		T472172	362412	ELECTRICAL PARTS-TRAILHEAD	\$109.47
PLAYCORE WISCONSIN INC DBA	P059503	PJI-0096453	362605	3/8 LOCK WASHER	\$0.30
	P059503			3/8 FLAT WASHER	\$1.13
	P059503			FREIGHT	\$374.75
	P059503			3/8 X 1 PIN-IN BHSC WITH PATCH	\$2.93
	P059503			ADJUST FOR TAX	(\$0.01)
	P059503			FOOTBUCK PART NO 179493	\$110.77
	P059503			SLIDE EXIT SECTION PART NO3040	\$952.42
POOL CARE PRODUCTS INC		138889	362413	GEORGE PROUT CHEMICALS	\$341.00
RICHLAND ACE HARDWARE		216415/2	362420	IRRIGATION PARTS	\$11.49
		216418/2		PLAYGROUND EQUIP REPAIR PARTS	\$30.35
		216452/2		PLUMBING PARTS	\$27.13
		216455/2		CONCRETE-PLAYGROUND REPAIR	\$6.51
		64222/1		DRAIN CLEANER	\$18.43
		64307/1		PRUNING BLADE/CUTOFF WHEEL	\$15.39
		64317/1		IRRIGATION PARTS	\$78.50
		64322/1		IRRIGATION PARTS	\$45.08
		64330/1		PLUMBING PARTS	\$13.29
		64332/1		IRRIGATION PARTS	\$38.82



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		64353/1	362420	IRRIGATION PARTS	\$14.31
		64355/1		LINK CHAIN	\$15.18
		64389/1		PLUMBING PARTS	\$21.69
		64398/1		9V BATTERY	\$10.41
		64402	362854	QWIK FIXES	\$41.25
		64414		TAPE, SOCKETS, RAKE, KNIFE	\$37.09
		64428		FASTENER	\$0.87
		64433		ANTIFREEZE	\$15.20
		64446		DOOR REPAIR PARTS	\$22.77
		910507	362420	MOUNTING TAPE	\$7.59
SPRAGUE PEST SOLUTIONS		3647207	362428	SEPT 18 MONTHLY SVCS-CTY HALL	\$153.94
		3647208		OCT 2018 MONTHLY SERVICE-RPD	\$171.05
		3647209		SEP 2018 MONTHLY SERVICE-LIB	\$325.80
STEEBER'S LOCK SERVICE		238227	362429	LOCK REPAIR-RPD	\$97.74
STONEWAY ELECTRIC SUPPLY		S102494874.001	362430	FLOOR OUTLETS - RCC	\$741.38
		S102494874.002		FLOOR OUTLETS-RCC	\$1,580.35
		S102525358.001		TRUCK PLUGS - SHOPS	\$25.66
		S102532706.001		LIGHTS-LIBRARY	\$75.77
		S102532735.001		LIGHTS-LIBRARY	\$356.03
		S102533526.001		LIGHTS-LIBRARY	\$178.02
		S102537732.001		ELECTRICAL PARTS-TRAILHEAD	\$128.21
		S102546296.001	362974	LAMPS	\$11.07
		S102546443.001		BALLASTS	\$106.12
		S102550463.001		HIGH PRESS SODIUM LAMP	\$20.19
STRAIGHT LINE CONCRETE SAWING & DRILLING INC		3556	362431	DUGOUTS-HORN RAPIDS	\$260.64
TACOMA SCREW PRODUCTS INC		22223766	362432	COMB TAP/DRILL/ALUM TUBING	\$47.26
THE DRAIN SURGEON		39356	362624	SHOPS BLDG 300	\$447.98
THE PERSONAL TOUCH CLEANING INC		84741	362625	JANITOR SERVICES-BLDG 100-SEP	\$2,677.91
		84742		JANITOR SERVICES-BLDG 200-SEP	\$737.77
		84743		JANITOR SERVICES-BLDG 300-SEP	\$594.39
		84802		JANITOR SERVICES-RCC-SEP	\$4,628.77
		84803		JANITOR SERVICES-LIBRARY-SEP	\$13,527.31
		7654-1	362434	BENCH PAINT	\$58.72
THE SHERWIN WILLIAMS CO		12027918-XU	362638	UNAPPLIED PAYMENT	(\$26.06)
WILBUR ELLIS COMPANY		12244387		AUTUMN ELITE, SULFATE	\$6,545.54
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$97.20
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$212,206.31
Division:	338	PARKS & REC - PROJECT ADMIN			
AVANTECH INC	S018033	18-3093	362543	SEASONAL PARK RANGERS 2018	\$1,141.24
BRADY & JANA RAE BLASER		090818	362350	CITY'S PORTION-FENCE PROJECT	\$350.00



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CANON FINANCIAL SERVICES, INC		19330978	362680	CANON-IRC5550I-XLG04987-OCT	\$57.35
PARKS & REC - PROJECT ADMIN TOTAL ****					\$1,548.59
Division: 900 NON-DEPARTMENTAL					
APPRAISAL GROUP SEWA		2018-174	362541	APPRAISAL-155 REATA RD	\$1,200.00
BANK OF AMERICA		TXN00041128	362644	FACEBK - RICHLAND ROAD TRIP AD	\$100.00
NON-DEPARTMENTAL TOTAL ****					\$1,300.00
GENERAL FUND Total ***					\$913,605.46
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
A CORE INC		357526	362535	CONCRETE CUTTING	\$195.48
AAA CONCRETE, INC	P059630	66	362334	SHORT LOAD CHARGE, INV #66 5/	\$108.60
	P059630			5.5 SACK MIXED CONCRETE, INV #	\$298.65
	P059630			5.5 SACK MIXED CONCRETE, INV #	\$597.30
	P059630			5.5 SACK MIXED CONCRETE, INV #	\$716.76
ADVANCED SIGNAL & CONTRACTING LLC	P058698	2682	362336	2018 RAILROAD CROSSING INSPECT	\$320.00
AMERICAN ROCK PRODUCTS INC	P059671	354194	362804	5/8 MINUS Top Course, INVOICE	\$186.67
	P059674	373515		5/8" TOP COURSE, INV #373515	\$105.26
	P059674	374028		5/8" TOP COURSE, INV #374028	\$97.60
	P059674	375343		5/8" TOP COURSE, INV #375343	\$105.36
BANK OF AMERICA		TXN00041196	362644	PAYPAL NWPMA -M.Adrian Conf	\$350.00
		TXN00041277		CONTRACTORS-TOOLS - Purchase	\$771.00
		TXN00041290		THE HOME DEPOT #4746 - Purchas	\$56.37
		TXN00041493		OFFICE DEPOT #1078 - Purchase	\$151.03
BEAVER BARK & ROCK		907367	362345	CONCRETE 5 BAG MIX .75 YD DL	\$158.53
BENTON PUD		10/18-39091002	362346	WYE LIGHTS-BADGER REPEATER	\$93.20
CANON FINANCIAL SERVICES, INC		19330978	362680	CANON-IRC5550I-XLG04987-OCT	\$4.94
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$1,014.28
				CITY UTILITY BILLS/SEP 2018	\$87.54
		09/2018-27	362814	#27 LANDFILL FEES	\$20.25
CORAL SALES COMPANY	S017958	INV-63259	362565	WOOD GR POST, 6"X8"X6", 2 HOLE	\$128.00
	S017958			QUADTREND 350 COMPLETE UNIT #3	\$6,750.00
	S017958			TAX	\$697.09
	S017958			WOOD GR BLACK, 6"X8"X22",	\$39.00
	S017958			5/8"X18" GR POST BOLT, GALV IT	\$31.36
	S017958			5/8" RECESSED NUT, GALV ITEM #	\$11.40
	S017958			5/8"X1-1/4" SPLICE BOLT, GALV	\$6.60
	S017958			5/8" ROUND F844 WASHER, GALV I	\$2.80
	S017958			QUADTREND-350 SYSTEM TRANSITIO	\$1,136.50
FASTENAL COMPANY		WARWIC7844	362911	HEXNUTS	\$2.14



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER FENCE INC		0058588	362918	POSTS	\$31.24
		0058593		SLEEVE	\$4.24
GLASS NOOK INC		82525	362381	PLEXIGLASS	\$121.55
GRAINGER	S018098	9921327491	362828	TEMPORARY SITE LIGHT ITEM #45N	\$261.55
GTP INVESTMENTS LLC	P058743	405497270	362387	BADGER MTN LEASE FOR CITYY CEL	\$14.24
INLAND ASPHALT CO	P059627	2685502	362587	ASPHALT HMA 100 1/2" 64-28 35	\$230.81
	P059627			ASPHALT HMA 100 1/2" 64-28 35	\$57.56
	P059627			ASPHALT HMA 100 1/2" 64-28 35	\$57.56
	P059627			ASPHALT HMA 100 1/2" 64-28 35	\$52.95
	P059627			ASPHALT HMA 100 1/2" 64-28 35	\$46.05
	P059627			ASPHALT HMA 100 1/2" 64-28 35	\$28.78
	P059627			ADJUST SALES TAX, INV #2685502	(\$0.01)
	P059627	2687226		ASPHALT HMA 100 1/2" 64-28 35,	\$333.26
	P059627	2689644		TACK OIL, INV #2689644 9/17/1	\$249.16
	P059627	2689649		ASPHALT HMA 100 1/2" 64-28 35,	\$240.59
	P059627			ASPHALT HMA 100 1/2" 64-28 35,	\$264.77
	P059672	2690536	362832	ASPHALT HMA 100 1/2"64-28 35,	\$247.50
	P059672			ASPHALT HMA 100 1/2"64-28 35,	\$238.29
	P059672	2693045		ASPHALT HMA 100 1/2"64-28 35,	\$327.51
	P059672			ASPHALT HMA 100 1/2"64-28 35,	\$333.26
	P059673	2694216		CSS-1 TACK OIL, INV #2694216	\$1,581.11
	P059675	2694223	362831	HMA 100 1/2" 64-28 35	\$28.78
	P059675			HMA 100 1/2" 64-28 35	\$254.98
	P059675	2697675		HMA 100 1/2" 64-28 35	\$89.60
	P059675			HMA 100 1/2" 64-28 35	\$232.35
	P059675			ADJ TAS	(\$0.01)
	P059672	2698415	362832	ASPHALT HMA 100 1/2"64-28 35,	\$256.71
RICHLAND ACE HARDWARE		64335/1	362420	OILER/MOTOR OIL	\$14.75
		64526/1	362962	FUNNEL SPILL SAVER	\$16.49
TRAFFIC SAFETY SUPPLY CO INC	S018054	INV006413	362435	FREIGHT	\$26.24
	S018054			PEDESTRIAN WALK FLAG, 18" X 18	\$383.14
UNITED PARCEL SERVICE	S018092	000986641418	362630	WEIGHT CORRECTION FOR PKG TO	\$0.65
	S018092			GROUND PKG TO WIRELESS TECH IN	\$4.56
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$24.70

STREETS MAINTENANCE TOTAL ****

\$20,298.62

CITY STREETS Total ***

\$20,298.62

FUND 112

INDUSTRIAL DEVELOPMENT FUND

Division:

305

ECONOMIC DEVELOPMENT

BANK OF AMERICA

TXN00041316

362644

DOWNTOWN DEVEL CENTER - REFERE

\$47.45

TXN00041341

GOTPRINT.COM - BUSINESS CARDS

\$27.96



City Of Richland

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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041366	362644	AMZN Mktp US - CHAIR	\$136.14
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$382.83
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$1.00
RGW ENTERPRISES PC	P058952	08/18 LRF ENG/DRF	362418	IDF ENGINEERING SERVICES 2018	\$1,477.38
	P058952	08/18-ENG/DRF HR		IDF ENGINEERING SERVICES 2018	\$5,640.00
	P058953	08/18-PM HOURS		PROJECT MGMT 2018 CONTRACT #5	\$1,960.00
TRI CITIES RESEARCH DISTRICT		TCRD2019	362628	2019 MEMBERSHIP DUES	\$500.00
XEROX CORPORATION		094729177	362639	MX4-343179 BASE/PRINTS-SEPT	\$402.80
ECONOMIC DEVELOPMENT TOTAL ****					\$10,575.56
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$73.52
PERMIT SURVEYING INC		17159-5.INV	362505	LOGSTON RELINQUISHMENT	\$2,677.50
RGW ENTERPRISES PC	P058952	08/18 LRF ENG/DRF	362418	ENGINEERING RELATED TO LAND SA	\$1,122.62
SHANNON & WILSON INC	P058789	8520	362857	AMENDMENT #1 ADDITIONAL	\$6,805.31
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$10,678.95
INDUSTRIAL DEVELOPMENT FUND Total ***					\$21,254.51
FUND	117	CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
BANK OF AMERICA		TXN00041137	362644	AMZN Mktp US - DUAL USB C HUB	\$81.44
		TXN00041450		Microsoft Store - WINDOWS 10/	\$1,744.07
		TXN00041523		COSTCO WHSE #0486 - CAMERA	\$195.47
CITY OF KENNEWICK		013681	362892	BIPIN COMP SUPPRT MNT-4TH QTR	\$36,891.25
GALLS, LLC	P059557	BC0688320	362827	CUSTOMER SPECIFIC EMBLEM	\$1.19
	P059557			TR666 MDNV 33 OB - 5.11 TACTIC	\$175.28
	P059557			CUSTOMER SPECIFIC EMBLEM	\$1.19
	P059557			RPD PATCH LEFT SLEEVE	\$1.19
	P059557			RPD PATCH RIGHT SLEEVE	\$1.19
	P059557			CUSTOMER SPECIFIC EMBLEM	\$3.58
	P059557			SH086 DKNV 15.5 35 - ELBECO	\$163.23
	P059557			NAME STRIP - LAST NAME ONLY:	\$2.17
	P059557			TR618 NAV 35 OB - FLYING CORSS	\$102.57
	P059557			SH084 DKNV MD REG - ELBECO SHO	\$93.50
	P059557			ZA954 NAV 16 35 - FLYING CROSS	\$70.64
	P059557			SR611 MDNV MD REG - 5.11 TACTI	\$58.43
	P059557			CUSTOMER SPECIFIC EMBLEM	\$2.39
	P059557			CUSTOMER SPECIFIC EMBLEM	\$3.58
	P059557			HASHMARK EMBLEM; MATERIAL SKU	\$1.03
	P059557			CUSTOEMR SPECIFIC EMBLEM - JAB	\$2.39
	P059568	BC0688337		CUSTOMER SPECIFIC EMBLEM	\$1.19



City Of Richland

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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P059568	BC0688337	362827	CUSTOMER SPECIFIC EMBLEM	\$1.19
	P059568			ZF647 NAV MD - FLYING CROSS DE	\$59.68
	P059568			SHIPPING	\$5.43
RINGOLD EMBROIDERY		641	362512	SHIRT (2) EMBROIDERY	\$18.46
SOUND UNIFORM GROUP LLC	P059280	201810B077	362619	J-PD07 - JACKET W/LINER PLUS	\$407.25
	P059280			SHIPPING	\$38.01
CJST POLICE ACTIVITY TOTAL ****					\$40,126.99
CRIMINAL JUSTICE SALES TAX Total ***					\$40,126.99
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES AREA JOURNAL OF BUSINESS		5413	362436	2018 H/M AD LODGING TAX APPS	\$385.00
HOTEL/MOTEL TAX TOTAL ****					\$385.00
HOTEL/MOTEL FUND Total ***					\$385.00
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
CITY OF RICHLAND		18-346 BURDEN	362684	18-346 NWACDM CONF	\$376.19
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$6.46
CDBG PROGRAM TOTAL ****					\$382.65
COMMUNITY DEV BLOCK GRANT Total ***					\$382.65
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CITY OF RICHLAND		18-346 BURDEN	362684	18-346 NWACDM CONF	\$376.18
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$6.46
HOME PROGRAM TOTAL ****					\$382.64
HOME FUND Total ***					\$382.64
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
PREMIER EXCAVATION INC		C150-18/PMT 2	362850	RETAINAGE	(\$14,396.53)
UNASSIGNED TOTAL ****					(\$14,396.53)
Division:	402	ARTERIAL STREETS			
AAA CONCRETE, INC	P059619	234	362334	5.5 SACK MIXED CONCRETE, INV #	\$328.52
	P059619			5.5 SACK MIXED CONCRETE, INV #	\$328.52
	P059619			SHORT LOAD CHARGE, INV #234	\$108.60
	P059619			SHORT LOAD CHARGE, INV #234	\$108.60
	P059619			DELVO ADITIVE, INV #234 9/17/	\$5.21
	P059619			5.5 SACK MIXED CONCRETE, INV #	\$298.65



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AAA CONCRETE, INC	P059619	234	362334	DELVO ADDITIVE, INV #234 9/17	\$5.21
	P059619			STAND-BY TIME, INV #234 9/17/	\$59.86
	P059619			SHORT LOAD CHARGE, INV #234	\$108.60
BALLO, ERIN		092418	362454	2409 OLYMPIA ST-SIDEWALK REIMB	\$370.87
INLAND ASPHALT CO	P059618	2681204	362391	HMA 100 1/2" 64-28 35	\$21.87
	P059618			HMA 100 1/2" 64-28 35, INV	\$86.34
	P059618			HMA 100 1/2" 64-28 35	\$201.45
JUB ENGINEERS INC	P057843	120175	362395	IMPACT FEE UPDATES - 93-17	\$1,230.00
	P057843			AMENDMENT #2 - ADDITIONAL SERV	\$9,328.00
MCCAIN TRAFFIC SUPPLY	P059460	INV0234280	362838	Guardian AGPS ADVISOR-57 PPB,	\$65,507.52
PREMIER EXCAVATION INC		C150-18/PMT 2	362850	HENDERSON LOOP WEST - PMT 2	\$248,179.06
SHANNON & WILSON INC		100253	362739	HENDERSON LOOP WEST - Geotechn	\$1,658.50
		8519		HENDERSON LOOP WEST - Geotechn	\$1,866.00
TARDIFF, BEN		210107	362623	SDWLK REP RE@25% 1210 COTTONWD	\$515.85
WESTERN SYSTEMS, INC.	P059459	0000036886	362637	Battery 33AH (SC315/R247-G/R82	\$401.82
	P059459			Pushbutton Harness Audible (XA	\$266.07
	P059459			Collar Assembly Aluminum for	\$132.30
	P059459			Sign (Arrow) 24" x 12" Fluores	\$119.33
	P059459			Anchor Bolt Kit 3/4" #10, set	\$69.94
	P059459			Pedestal Base Aluminum Square	\$296.33
	P059459			ADJUST FOR TAX	(\$0.02)
	P059459			Misc Item, WSDOES 0.76% Proces	\$87.14
	P059459			Pole Spun Aluminum 4-1/2" Sche	\$569.37
	P059459			Top of Post Mount (R247-G/R82-	\$621.74
	P059459			Sign (Crossing Walking Man) 36	\$958.42
	P059459			Lightbar with Confirmation Lig	\$2,095.98
	P059459			Control Cabinet (SC315-GEN3)-S	\$2,155.71
	P059459			Lightbar Harness 16' (SC315) w	\$266.07
	P059459			50 Watt Solar Panel (R247-G/	\$428.97
ARTERIAL STREETS TOTAL ****					\$338,786.40
STREETS CAPITAL CONSTRUCTION Total ***					\$324,389.87
FUND	380	PARK PROJECT CONSTRUCTION			
Division:	337	PARKS & REC PROJECTS			
ACADEMY OF SOCCER EXCELLENCE	P059651	16	362537	PURCHASE SIX SOCCER GOALS FOR	\$17,376.00
BANK OF AMERICA		TXN00041122	362644	ABADAN - 430 COLOR COPIES	\$135.42
		TXN00041229		HOME DEPOT - TURF RESTORATION	\$56.60
		TXN00041231		HOME DEPOT - PAINTING SUPPLIES	\$71.11
		TXN00041252		HOME DEPOT - PAINTING SUPPLIES	\$25.27
		TXN00041273		BOLLARDWARE - COLLAPSABLE BOLL	\$4,520.00
BEAVER BARK & ROCK		908265	362878	CONCRETE-MEMORIAL BENCHES	\$314.92



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BEAVER BARK & ROCK		908509	362878	CONCRETE-MEMORIAL BENCHES	\$958.69
BOYD'S TREE SERVICE LLC		6555	362349	HOWARD AMON-REMOVAL	\$6,884.84
EWING IRRIGATION PRODUCTS INC		6296189	362373	AWG-UF WIRE/CONN-CP LIGHTS	\$501.46
		6311669	362573	PVC PIPES/CP LIGHTS	\$134.24
		6322798		GREEN BOX CP LIGHTS IMPVMNT	\$19.62
		6370743	362910	IRRIGATION PARTS-FOOTBALL FLD	\$130.03
		30328226-001	362389	TRENCHER RENTAL-FTBL FLD RENO	\$179.73
HERC RENTALS INC		30333656-001	362584	MINI-EXCAVATOR CP LIGHTS	\$172.67
		30343997-001	362923	MINI-EXCAVATOR-MEMORIAL BENCH	\$204.44
		I-108396	362590	PLUM TREES HARVEST SUPREMES	\$269.98
		456677	362396	VALVE/NIPPLE/FLANGE/COUPLING	\$417.94
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		456948		ROMAC COUPLER/NIPPLE/REDUCER	\$501.23
		457313		MONITOR YARD HYDRANT/BUSHINGS	\$97.22
	P059588	NCRS2018-1	362841	CULTURAL RESOURCE SERVICES FOR	\$3,975.00
	P059387	43228	362842	FREIGHT FOR LOGJAM EQUIPMENT	\$11,352.00
NORTHWEST CULTURAL RESOURCES	P059387			PLAYGROUND EQUIPMENT, LOG JAM	\$73,545.01
	P059387			10% DISCOUNT FOR PLAYWORLD LOG	(\$11,260.00)
	P059387			PLAYGROUND EQUIPMENT, LOG JAM	\$39,054.91
		216423/2	362420	CRESTED HILLS PROJECT	\$27.10
		216425/2		CRESTED HILLS PROJECT	\$66.46
NORTHWEST PLAYGROUND EQUIPMENT INC		216451/2		COL PT FOOTBALL RENO PROJECT	\$17.27
		64362/1		CAP PVC/GLOVES	\$55.43
		64419	362854	CP LIGHTS-IMPROVEMENTS	\$284.48
		64465		CP LIGHTS-IMPROVEMENTS	\$26.53
		64485		CP LIGHTS-IMPROVEMENTS	\$6.27
	P059467	C231-18/PYMT1	362858	INSTALL LIGHTS ON FIELD 5 AT	\$17,845.10
	P059354	17164	362433	COLUMBIA PLAYFIELD BASKETBALL	\$48,327.00
SILVERLINE ELECTRIC, LLC	P059354			C/O 1 - ADD'L CSTC AND CONCRET	\$7,675.03
	P059354			RETAINAGE	(\$2,578.36)
PARKS & REC PROJECTS TOTAL ****					\$221,390.64
PARK PROJECT CONSTRUCTION Total ***					\$221,390.64
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC		16-292 ESCROW #19	362492	11027513-RICHLAND CITY HALL	\$40,599.39
UNASSIGNED TOTAL ****					\$40,599.39
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00041210	362644	STERLING'S RESTAURANT - NEW CI	\$59.86
		TXN00041394		LOGMEIN GOTOMEETING - NEW CITY	\$31.50
CITY OF RICHLAND		BC-18-02490	362560	PERMIT FEES 710 GAGE BLVD	\$3,512.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GPI	P059080	GPI180531	362578	PROVIDE GEOTECHNICAL SERVICES	\$1,434.50
NON-DEPARTMENTAL TOTAL ****					\$5,038.55
GENERAL GOVT CONSTRUCTION Total ***					\$45,637.94
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P059452	3976742-01	362540	FUSELINK,15K,REMOVEABLE HEAD	\$136.84
	P059452			FUSELINK,65K,REMOVEABLE HEAD	\$535.94
	P059452			FUSELINK 8K, REMOVEABLE HEAD	\$277.58
	P059452			FUSELINK,6K,REMOVEABLE HEAD	\$390.96
	P059452			FUSELINK,40K,REMOVEABLE HEAD	\$262.59
	P059452			FUSELINK,10K,REMOVEABLE HEAD	\$140.75
	P059412	3989066-01	362340	TEST SWITCH 1 PH, 7 POLE F/C	\$1,343.93
	P059453	3989077-02	362540	CLEVIS SEC/NEUTRAL,1 POINT	\$563.63
	P059484	3989964-02	362340	SPLICE, 3-M PRIMARY, #2-1/0,	\$639.11
CALHOUN & DEJONG INC	P059584	P-76606	362553	ADJUST FOR TAX	\$0.01
	P059584			FILTER, TRANSFORMER CUNO PUMP,	\$868.93
	P059584			FREIGHT	\$35.19
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059514	3627-597668	362820	TAPE PHASING - BLUE, 3M 35,	\$397.48
	P059514			TAPE 3M 88, 1 1/2 X 44FT	\$621.19
	P059514			TAPE 3M 37, 3/4 X 66FT VINYL	\$451.78
	P059514			TAPE PHASING - YELLOW, 3M 35,	\$397.48
	P059514			TAPE PHASING - RED, 3M 35,	\$397.48
	P059514			TIE, CABLE, 11" MIN, BLACK	\$206.34
	P059514			ADJUST FOR TAX	(\$0.01)
	P059577	3627-598655	362564	ADJUST FOR TAX	(\$0.01)
	P059577			LAMP HPS, 100W, MOGUL BASE,	\$1,517.36
	P059577			LAMP, LED 100W EQUIVALENT, MED	\$608.16
	P059577			LAMP HPS, 200W, MOGUL BASE,	\$216.77
	P059577			LAMP HPS, 400W, MOGUL BASE,	\$76.89
	P059628	3627-599965	362820	METER, SOCKET 6 TERM, CT RATED,	\$3,534.93
GENERAL PACIFIC INC	P059483	1315036	362379	4-WAY W/STAINLESS STL. BRACKET	\$5,483.21
	P059483	1315542	362577	4-WAY W/STAINLESS STL. BRACKET	\$1,827.74
GRAYBAR ELECTRIC CO INC	P059018	9306083905	362580	TERMINAL,XFMR 6COND 750-1	\$176.39
KDL HARDWARE SUPPLY INC	P059583	644490	362591	PADLOCK, AMERICAN 5560	\$2,717.95
PACIFIC STRAPPING INC	P059585	32799	362601	CABLE PULLING TAPE	\$1,466.10
	P059585			FREIGHT	\$95.57
PLATT ELECTRIC SUPPLY	P059613	Y081889	362848	METER, SOCKET 13 TERM BLANK HUB	\$6,974.73
US BANK		TXN65100293526444	362440	OIL ONLY ABSORBENT PADS FOR WA	\$350.30
WESCO DISTRIBUTION INC	P059224	886204	362636	CABLE, POWER, 1/0 STR AL.	\$60,106.82
	P059224	888070		CABLE, POWER, 1/0 STR AL.	\$189,301.64



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESCO DISTRIBUTION INC	P059431	894745	362636	CUTOUT/ARRESTER BRACKET 15"L	\$304.95
	P059548	894746		TERMINAL, COMP 750, 2-HOLE	\$1,218.49
	P059548	894747		CONN, INSULATED 8-COND, 12-500	\$826.23
TOTAL ****					\$284,471.42
Division:	501	BUSINESS SERVICES			
BANK OF AMERICA		TXN00041140	362644	SPUDNUT SHOP-CITY HALL MTG	\$19.33
		TXN00041153		HOME DEPOT - BEAN BAG BOARD PA	\$19.88
		TXN00041243		WM SUPERCENTER - Crayons/River	\$2.72
		TXN00041262		EUCI - Trip 18-404 REG FEE/ROB	\$1,995.00
		TXN00041278		FRED-MEYER - UAC refreshments	\$16.88
		TXN00041283		SQ SOME BAGELS-BAGELS	\$48.53
		TXN00041285		WAL-MART-FRUIT, CRM CHSE	\$32.20
		TXN00041293		UNITED - Trip 18-404 airfare/R	\$342.40
		TXN00041297		ROUND TABLE-REC DESTRCTN	\$89.09
		TXN00041311		STARBUCKS-COFEE	\$18.41
		TXN00041315		SHELL OIL - UAC Tour Rental Va	\$20.53
		TXN00041352		LOGMEIN GOTOMEETING - Purchase	\$20.64
		TXN00041354		SUN WEST SPORTSWEAR - UW Kickb	\$376.27
		TXN00041374		SUN WEST - Blue RES Polo's	\$518.32
		TXN00041377		BETTENDORF'S PRINT-TCH INS TGS	\$441.94
		TXN00041400		TARGET-FORKS, PLATES, CUPS	\$17.58
		TXN00041420		PARTY CITY-BALLOONS	\$23.76
		TXN00041427		DAIRY QUEEN-CAKE-RETIRMNT	\$32.57
		TXN00041437		BEST WSTRN -NWPPA TRNG	\$335.18
		TXN00041445		STONE SOUP - SS INTERVIEWS/TW/	\$33.25
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P059257	80166	362552	SHELL OIL - UAC TOUR RENTAL VA	\$0.50
				COSTCO - TEE Snacks	\$30.57
CANON FINANCIAL SERVICES, INC		19330978	362680	LEGAL CONSULTING ON NEOEN PROJ	\$1,968.75
CITY OF RICHLAND		09/2018 SEP	362813	CANON-IRC5550I-XLG04987-OCT	\$103.41
		18-222 GRIMES	362684	CITY UTILITY BILLS/SEP 2018	\$651.09
		18825664	362372	18-222 NWPPA ADMIN PROF	\$946.50
ENTERPRISE RENT A CAR		18825664	362372	UAC TOUR - GRIMES	\$111.68
FEDERAL EXPRESS CORP		6-322-28023	362474	OVERNIGHT MAIL	\$6.23
GRIMES, KYLIE		18-222 GRIMES	362698	18-222 NWPPA ADMIN PROF	\$63.88
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$9.87
				POSTAGE 09/01/18 TO 09/30/18	\$1.36
SENGER, DAWN M		100818	362518	REIMB EVENT EXPENSE-ENERGY	\$39.71
STANDARD & POOR'S FINANCIAL SERVICES LLC		11357135	362520	ANALYTICAL SRVC/ELEC REV BOND	\$5,000.00
UNITED PARCEL SERVICE	S018103	000986641428	362862	NDA EARLY AM PKG TO SD MEYERS	\$122.41
	S018103			WEIGHT CORRECTION FOR PKG TO S	\$9.94



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER SOLUTIONS INC		19693	362635	3 WTR MACHINES - OCT 2018	\$30.97
XEROX CORPORATION	P058645	094729182	362639	XEROX LEASES FOR 2018: WORK CE	\$250.10
	P058645	094729183		XEROX LEASES FOR 2018: WORK CE	\$333.99
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$119.28
				TELEPHONE CHARGES 10/1-10/31	\$102.65
				TELEPHONE CHARGES 10/1-10/31	\$53.78
				TELEPHONE CHARGES 10/1-10/31	\$124.75
				TELEPHONE CHARGES 10/1-10/31	\$54.64
BUSINESS SERVICES TOTAL ****					\$14,540.54
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00041182	362644	STAPLES - KEYBOARD/NOTEPADS	\$121.18
		TXN00041185		BENTON COUNTY AUDITOR - Elec R	\$418.32
		TXN00041188		AMZN - GEL WRIST REST	\$13.78
COMMONWEALTH ASSOCIATES INC	P058238	0054796	362563	TASK 4: FACILITY INSPECTIONS A	\$2,239.50
	P058238	0054957		TASK 4: FACILITY INSPECTIONS A	\$780.00
	P058238	0054958		TASK 5: JOINT USE POLE ATTACHM	\$2,230.00
	P058238	0054959		TASK 7: BENCHMARKING UNIT COST	\$195.00
ELECTRICAL ENGINEERING TOTAL ****					\$5,997.78
Division:	503	POWER OPERATIONS			
BANK OF AMERICA		TXN00041132	362644	APPLEBEES-F161090	\$68.00
		TXN00041151		SHARIS -F161090	\$70.00
		TXN00041187		WM SUPERCENTER-RETIRMT CARDS	\$10.14
		TXN00041230		MOD PIZZA-F161090	\$29.04
		TXN00041251		SHARIS-F161090	\$105.68
		TXN00041304		DENNY'S-F161090	\$102.49
		TXN00041363		OFFICE DEPOT-MECH PENCILS	\$52.54
		TXN00041399		OFFICE DEPOT-PENS, TAPE, POST	\$49.14
		TXN00041409		OFFICE DEPOT-PAD, PAPER	\$11.21
		TXN00041458		HOP JACK S - RICHLAN - Purchas	\$85.00
BENTON PUD		10/18-39091002	362346	WYE LIGHTS-BADGER REPEATER	\$16.74
BLUE TARP FINANCIAL INC	S018073	41168412	362548	TAX	\$5.93
	S018073			M12 XC BATTERY PACK MILWAUKEE	\$69.00
	S018073			GIFT CARD	(\$25.00)
	S018073	41168476		M12 XC BATTERY PACK MILWAUKEE	\$69.00
	S018073			TAX	\$5.93
BOYD'S TREE SERVICE LLC	P058846	6554	362349	TREE PRUNING AND VEGETATION MG	\$7,770.33
	P058846	6574	362549	TREE PRUNING AND VEGETATION MG	\$5,567.57
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$238.24
				CITY UTILITY BILLS/SEP 2018	\$2,702.40
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-598644	362820	DISTRIBUTOR KIT	\$95.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC78422	362825	SAFETY GLASSES-HENNING	\$31.01
GRAINGER	S018082	9909617079	362384	TEST LEADS ITEM #1T341	\$28.83
	S018098	9932681514	362828	KNEELING PAD ITEM #2HNV9	\$140.68
HJ ARNETT INDUSTRIES LLC	S018013	INV56991	362586	REPAIR OF VOLT DETECTOR #C403-	\$184.86
PARAMOUNT COMMUNICATIONS INC	P059069	34534	362603	CANYON TERRACE PH 1 - SCHEDULE	\$171,081.38
PLATT ELECTRIC SUPPLY		T402219	362848	CABLE CUTTERS	\$158.46
RICHLAND ACE HARDWARE		64238/1	362854	GRASS SEED	\$51.02
		64259/1		TOP SOIL	\$11.70
RICHLAND NAPA		420240	362855	STEP WAX	\$8.26
STONEWAY ELECTRIC SUPPLY		S102523110.001	362861	MINI LIGHT CIRCUIT	\$18.08
US BANK		TXN56100789975593	362440	CANVAS TOOL BAGS	\$162.03
		TXN63010185416802		BEACH PEBBLES ROCK	\$35.77
		TXN64900015500074		RUBBER INSULATING BARRIER	\$850.00
WESCO DISTRIBUTION INC	S018076	10102254	362585	FREIGHT	\$11.97
	S018076			FIBERGLASS BOLT CUTTERS 24" IT	\$136.03
	S018077	898309	362636	LITTLE MULE #EA300DA STRAP HOI	\$423.06
POWER OPERATIONS TOTAL ****					\$190,431.52
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00041324	362644	AMZN MKTP-PRINT TONER	\$72.02
		TXN00041407		DOBLE ENGINEERING-TESTING	\$1,221.69
		TXN00041462		HOME DEPOT-STRING	\$9.29
CARLSON SALES METERING SOLUTIONS LLC	S017939	CSM-3869	362355	JKM-5A 300:5 CT ITEM #755X0450	\$3,958.47
	S018081	CSM-3976	362554	FOCUS COVERLESS PROGRAMMING	\$195.48
CENTRAL HOSE & FITTINGS INC		C018816	362811	BUSHINGS	\$78.00
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$1,629.91
ELECTRIC POWER SYSTEMS INC	P057572	015943	362570	LESLIE RD SUBSTATION DESIGN AN	\$737.75
POTELCO INC	P058607	252899	362849	2018 - LESLIE RD SUBSTATION	\$107,133.90
	P058607			C/O 5 - MODIFY LOW SIDE ARREST	\$2,447.41
	P058607			C/O 9 - ADD'L SITE OH & MANAGE	\$10,121.48
	P058607			C/O 7 - REGRADE & COMPACT TREN	\$5,269.01
	P058607			C/O 6 - INSTALL 6" HDPE, ADD'L	\$10,092.61
	P058607			C/O 10 - OWNER FURNISHED CONTR	\$14,886.83
RICHLAND ACE HARDWARE		64214/1	362854	BOOT BUFFALO 2X	\$41.01
UTILITIES UNDERGROUND LOCATION CENTER		8090221	362632	LOCATE SERVICE - SEPT 2018	\$317.34
UTILIWORKS CONSULTING LLC	P056517	5362	362633	SMART GRID PROJECT PHASE 2,	\$6,500.00
	P056517	5363		TRAVEL EXPENSES FOR CONTRACT 3	\$2,096.87
VALLEY TRANSFORMER INC	S018094	1000-024	362864	TEST AND REPAIR THE FOLLOWING	\$2,150.71
	S018094			HOWARD 75 KVA SERIAL #17138609	\$556.60
	S018094			TEST AND REPAIR THE FOLLOWING	\$381.41
	S018094			TAX	\$609.22
	S018094			TEST AND REPAIR THE FOLLOWING	\$371.30



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VALLEY TRANSFORMER INC	S018094	1000-024	362864	C.M 100 KVA SERIAL #CM11130730	\$643.00
	S018094			HOWARD 112.5 KVA SERIAL #30180	\$2,460.26
	S018094			ABB 75 KVA SERIAL #06B185501	\$520.70
	S018094	900-988		TEST AND REPAIR THE FOLLOWING	\$3,009.49
	S018094			ERMCO 50 KVA SERIAL #812094568	\$500.00
	S018094			TAX	\$909.09
	S018094			WEST 500 KVA SERIAL #87JJ99023	\$6,561.33
	S018094			TEST AND REPAIR THE FOLLOWING	\$500.00
	S018094	900-988A		COOPER 750 KVA SERIAL #0650023	\$4,224.81
	S018094			TEST AND REPAIR THE FOLLOWING	\$4,742.57
SYSTEMS DIVISION TOTAL ****					\$194,949.56
Division:	505	ENERGY POLICY MGMT			
A ONE REFRIGERATION & HEATING INC		S-29330	362641	1114 OAK-REBATE-HP	\$1,000.00
AIR TIGHT REMODELING		18-0038	362642	1634 HOWELL-REBATE-WINDOWS	\$77.07
APOLLO SHEET METAL INC		18070356	362341	238 SAINT-REBATE-HP	\$1,000.00
BANK OF AMERICA		TXN00041267	362644	BENTON CO AUDITOR - RECORD LIE	\$1,116.23
		TXN00041440		BENTON CO AUDITOR - RECORD LIE	\$2,942.78
BOB RHODES HEATING & A/C INC	P059361	097788	362808	WEATHERWISE LOAN: SPAUR, 2656	\$10,098.01
BRUCE INC		18-0534.2	362678	2457 DAVISON-REBATE-HP	\$1,000.00
CHINOOK HEATING & AIR INC	P059565	42322	362558	WEATHERWISE LOAN: KINCARD,2402	\$8,255.77
CITY OF RICHLAND		652620	362358	1769 DULUTH-REBATE-HP	\$1,000.00
		692480		2402 ALEXANDER-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC	P059564	25749	362568	WEATHERWISE LOAN: CARROLL, 176	\$7,710.60
EFFICIENCY SOLUTIONS LLC	P058402	9-18 58402	362569	LOAD FORECAST AND INTEGRATED	\$2,942.50
	P058718	9-18 58718		COMMERCIAL ENERGY EFFICIENCY	\$4,708.00
ENERGY INCENTIVES INC	P058717	10/08/2018	362572	RESIDENTIAL ENERGY EFFICIENCY	\$2,730.00
FINANCIAL CONSULTING SOLUTION GROUP	P058839	2824-21809069	362377	COSA & RATE DESIGN SUPPORT PER	\$1,650.00
GLASS NOOK INC		82450	362381	1827 MAHAN-REBATE-WINDOWS	\$319.92
M CAMPBELL & COMPANY INC		206497	362719	81 HODGES-REBATE-HP	\$1,000.00
		211469	362399	1319 COTTONWOOD-REBATE-HP	\$1,000.00
NOTUS HOLDINGS LLC		11540FY2019001	362499	1030 BATTELLE-REBATE-LIGHT	\$6,720.00
PERFECTION GLASS		9993669730	362726	169 LAURELWOOD-REBATE-WINDOWS	\$177.00
		9993669921		1415 GOETHALS-REBATE-WINDOWS	\$170.04
ROBERTS CONSTRUCTION INC		4476	362733	2029 NEWCOMER-REBATE-WINDOWS	\$207.00
TOTAL ENERGY MANAGEMENT INC		58937WWR	362744	1113 ELM-REBATE-HP	\$1,000.00
TRANS UNION LLC		09802153	362745	CREDIT REPORTS-SEPTEMBER	\$65.99
ENERGY POLICY MGMT TOTAL ****					\$57,890.91
Division:	506	TECHNICAL SERVICES			
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$1,339.91
GTP INVESTMENTS LLC	P058743	405497270	362387	BADGER MTN LEASE FOR CITY CEL	\$44.52



City Of Richland

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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLATT ELECTRIC SUPPLY		T303374	362848	BIT #2	\$4.56
		T441208		20 AMP RELAY CREDIT	(\$19.75)
		T441208-		20 AMP RELAY	\$19.75
TECHNICAL SERVICES TOTAL ****					\$1,388.99
ELECTRIC UTILITY FUND Total ***					\$749,670.72
FUND 402	WATER UTILITY FUND				
Division:	000				
BADGER MOUNTAIN IRRIGATION DISTRICT		3RD QTR 2018	362344	BADGER SOUTH WTR CONNECT FEES	\$4,800.00
BLACKLINE INC		18-01890	362348	REFUND HYDRANT METER # 331	\$750.00
				MONTHLY RENTAL	(\$30.00)
DP MANAGEMENT ENTERPRISES LLC		2018.000027	362823	REFUND TAP FEE - 299 BRADLEY	\$1,150.00
LAMPSON INTERNATIONAL LLC		18-01627	362397	HYDRANT METER REFUND	\$750.00
				WATER USAGE 146 UNITS	(\$138.70)
				MONTHLY RENTAL	(\$30.00)
UNASSIGNED TOTAL ****					\$7,251.30
Division:	410	WATER CAPITAL PROJECTS			
IRZ CONSULTING LLC	P052094	9093	362393	AMENDMENT #5 - ADDITIONAL SERV	\$640.00
	P052094	9109	362833	AMENDMENT #5 - ADDITIONAL SERV	\$600.00
WATER CAPITAL PROJECTS TOTAL ****					\$1,240.00
Division:	411	WATER ADMINISTRATION			
BANK OF AMERICA		TXN00041398	362644	BENTON CO AUDITOR PW INTERLOCA	\$106.60
RH2 ENGINEERING INC	P058955	71346	362419	AMENDMENT #1 - ADDITIONAL SERV	\$262.91
WATER ADMINISTRATION TOTAL ****					\$369.51
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S018093	09/18-934962000	362542	LINEN CHARGES FOR SEPTEMBER 20	\$43.44
BANK OF AMERICA		TXN00041191	362644	GRCC SPECIAL EVENTS EPAY - Pur	\$200.00
		TXN00041220		GRCC SPECIAL EVENTS EPAY - Pur	\$145.00
		TXN00041240		GRCC SPECIAL EVENTS EPAY - Pur	\$200.00
		TXN00041280		USA BLUE BOOK - Purchase	\$132.85
		TXN00041403		WIN-911 SOFTWARE - Renewal for	\$990.00
		TXN00041517		OFFICE DEPOT #1078 - Purchase	\$57.09
BENTON FRANKLIN HEALTH DISTRICT		10038	362807	WATER SAMPLES	\$2,280.00
BENTON RURAL ELECTRIC ASSOCIATION		09/18-385100	362547	KENNEDY BOOSTER STATION	\$2,957.89
CANON FINANCIAL SERVICES, INC		19330978	362680	CANON-IRC5550I-XLG04987-OCT	\$6.81
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$142.00
				CITY UTILITY BILLS/SEP 2018	\$85,411.06
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-598757	362365	FLUORESCENT LIGHTS	\$84.49
		3627-599586	362894	HUBS/SWITCH COVR/CONNECTOR	\$51.74
		3627-599588		FLOURESCENT LIGHTS	\$85.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORRECT EQUIPMENT INC	S018091	38207	362821	CHLORINATION TABLETS, 55LB PAI	\$5,755.20
	S018091			FREIGHT	\$292.00
ENDRESS HAUSER INC	S018008	6001990377	362571	MICROPILOT: FMR20 MODEL	\$2,047.37
	S018008			SHIPPING	\$15.54
	S018008			ADJUST FOR TAX	(\$0.01)
ENERGY NORTHWEST		ENV03615	362371	WATER SAMPLES	\$98.00
FERGUSON ENTERPRISES INC		6520580	362376	COPER THREADED UNION	\$61.44
GRAINGER	S018082	9912827087	362384	PLEATED FILTER ITEM #5W979	\$134.99
	S018082	9913942281		LVL SWITCH ITEM #2ZY34	\$194.57
GTP INVESTMENTS LLC	P058743	405497270	362387	BADGER MTN LEASE FOR CITYY CEL	\$37.39
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$7.94
PUMPTECH INC	S018029	0134468-IN	362851	PUMP, SUBMERSIBLE 4" SOLIDS	\$6,828.77
	S018029			PORTABLE RING STAND FOR 4" ANS	\$336.66
	S018029			FREIGHT	\$245.24
RICHLAND ACE HARDWARE		64368/1	362420	GARDEN HOSE	\$52.11
		64471/1	362607	US FLAGS	\$78.17
		64478/1		SCRW STAR H/L	\$10.85
		64522/1		NIPPLE/BUSHING/CLAMP/ELBOW	\$77.65
SCHINDLER ELEVATOR CORPORATION		8104886632	362427	SEPT CHAIR LIFT INSPECTION	\$96.93
XEROX CORPORATION		094729204	362639	LX5-693082 BASE/PRINTS-SEPT	\$144.57
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$62.41
WATER OPERATIONS TOTAL ****					\$109,365.85
Division:	413	WATER MAINTENANCE			
AIREFCO INC		4065269	362538	HR INTAKE HVAC PARTS	\$62.06
AT&T WIRELESS		09/18 28724328888	362451	287243288881 08/27/18-09/26/18	\$59.40
BANK OF AMERICA		TXN00041168	362644	ABC-NV - Purchase	\$100.00
		TXN00041171		ABC-NV - Purchase	\$100.00
		TXN00041238		KING PUMPS, INC. - Purchase	\$121.79
		TXN00041364		THE HOME DEPOT #4746 - Purchas	\$57.17
		TXN00041381		THE HOME DEPOT #4746 - Purchas	\$33.96
		TXN00041408		USA BLUE BOOK - Purchase	\$154.42
BEAVER BARK & ROCK		907456	362544	SOIL, DIRT FILL	\$260.38
		907503		10 SQ FT SOD	\$162.36
BUILDERS FIRSTSOURCE, INC		1265001	362351	WOOD LATE BNDL	\$21.17
BUILDERS HARDWARE & SUPPLY CO INC	P059474	S3651154.001	362809	BADGER PUMP STATION LOCK REPAI	\$863.14
	P059474			CORRECT PRICE	\$0.27
C & M LANDSCAPING		79973	362353	SOD	\$65.63
CANON FINANCIAL SERVICES, INC		19330978	362680	CANON-IRC5550I-XLG04987-OCT	\$51.84
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$25,913.66
				CITY UTILITY BILLS/SEP 2018	\$3,298.83
				CITY UTILITY BILLS/SEP 2018	\$72.43



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$1,207.18
				CITY UTILITY BILLS/SEP 2018	\$567.95
				CITY UTILITY BILLS/SEP 2018	\$1,133.41
				CITY UTILITY BILLS/SEP 2018	\$580.28
				CITY UTILITY BILLS/SEP 2018	\$941.56
FASTENAL COMPANY	WARWIC78687		362911	HEXNUTS	\$7.00
FERGUSON ENTERPRISES INC	6557376		362376	COUPLER	\$16.57
	6561371			PVC CUP/ADPT/PRIMER	\$30.07
	6568506			RAISED FACE FLANGES	\$63.79
	6594323			ELBOWS/UNIONS/PRIMER/CEMENT	\$37.70
	6612949		362574	PIPE/CAP/COUP/BUSH	\$228.20
HD FOWLER COMPANY INC	I4952920		362583	CTS Q JOINT BALL CORP/VALVE	\$1,061.03
	I4967969			WRENCH	\$197.03
	I4974618			BLADES	\$537.58
KELLEY'S TELE-COMMUNICATIONS INC	276310012018		362592	ANSWERING SRVC CHARGES OCT	\$52.35
OXARC INC	30480965		362600	STARGON #9 C-25 MIX	\$73.29
	60244137		362409	CYLINDER RENTAL - SEPTEMBER	\$74.83
RICHLAND ACE HARDWARE	216444/2		362420	COUPLERS/CEMENT/CUTTERS/PIPE	\$34.15
	216471/2		362607	VALVE BOX	\$14.11
	216500/2			LOPPER/PRUNER/SHEARS	\$73.82
	54544/1		362962	BUSHING/ELBOW/TEE	\$9.94
THERMAL SUPPLY INC	6668782		362626	HR INTAKE HVAC APRTS	\$2,995.96
TWIN CITY METALS INC	107186		362747	4X10Z188 ALUM FLOOR PLATE	\$369.24
UTILITIES UNDERGROUND LOCATION CENTER	8090221		362632	LOCATE SERVICE - SEPT 2018	\$52.89
XO COMMUNICATIONS SERVICES LLC	0313096557		362756	TELEPHONE CHARGES 10/1-10/31	\$19.64
WATER MAINTENANCE TOTAL ****					\$41,778.08
WATER UTILITY FUND Total ***					\$160,004.74
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
ROTSCHY INC	P058467	261-17/PMT 9	362616	RETAINAGE	(\$9,471.69)
UNASSIGNED TOTAL ****					(\$9,471.69)
Division:	420	SEWER ADMINISTRATION			
GRAY & OSBORNE INC	P058441	17069.00-9	362579	CO #1 - 2018 BUDGET TO FULFILL	\$309.76
SEWER ADMINISTRATION TOTAL ****					\$309.76
Division:	421	SEWER CAPITAL PROJECTS			
CB PACIFIC, INC	P059475	IP918113947	362557	LONG SCREW FOR SLUICE GATE IN	\$1,094.05
GRAY & OSBORNE INC	P057512	17006.00-19	362385	WWTF INFLUENT UPGRADES - DESIG	\$7,987.95
	P057512	17006.01-12		AMD #1 CONSTRUCTION MANAGEMENT	\$9,233.72
IRON HORSE VAC LLC	P059432	3904	362392	CO #1 - ADDITIONAL PERSONNEL	\$477.84



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IRON HORSE VAC LLC	P059432	3904	362392	2018 WWTF DIGESTER TANK #1	\$13,061.20
NORTH COAST ELECTRIC COMPANY	P059570	s8847912.001	362598	BREAKER ASSEMBLY, FOR WWTP D.O	\$1,927.63
	P059570			CIRCUIT RATING PLUG, 30A, GE	\$371.91
ROTSCHY INC	P058467	261-17/PMT 9	362616	WWTF INFLUENT PUMP STATION	\$205,725.01
SEWER CAPITAL PROJECTS TOTAL ****					\$239,879.31
Division:	422	SEWER OPERATIONS			
ABM JANITORIAL NORTHWEST		12604562	362870	JANITORIAL SRVCS-JULY	\$966.83
		12977652	362536	JANITORIAL SRVCS-OCT	\$966.83
ALS ENVIRONMENTAL	P059389	51-442486-0	362803	BIO-SOLIDS- 1631APP TOTAL MERC	\$60.00
	P059389			BIO-SOLIDS- TS-MET TOTAL SOLID	\$10.00
	P059389			SUBSAMPLE PREPERATION	\$10.00
	P059389			BIO-SOLIDS- 365.3M PHOSPHORUS	\$18.00
	P059389			BIO-SOLIDS- 350.1M NITROGEN AM	\$25.00
	P059389			BIO-SOLIDS- 353.2M NITROGEN,	\$25.00
	P059389			BIO-SOLIDS- 353.2M NITROGEN,	\$25.00
	P059389			BIO-SOLIDS- 9056 SULFATE	\$25.00
	P059389			BIO-SOLIDS- 200.7 MODIFIED-	\$32.00
	P059389			BIO-SOLIDS- 9065 MODIFIED PHEN	\$45.00
	P059389			BIO-SOLIDS- 335.2M CYANIDE, TO	\$45.00
	P059389			BIO-SOLIDS- 8082 POLYCHLORINAT	\$95.00
	P059389			COR WWTP BIO-SOLIDS 7-24-18	\$140.00
	P059389			BIO-SOLIDS- 8081 A ORGANOCHLOR	\$160.00
	P059389			BIO-SOLIDS- 8260 C VOLATILE OR	\$160.00
	P059389			BIO-SOLIDS- 8270 D SEMIVOL. OR	\$215.00
	P059389			BIO-SOLIDS- ASTM D1426-931 TOT	\$35.00
ARAMARK UNIFORM SERVICES INC	S018093	09/18-934962000	362542	LINEN CHARGES FOR SEPTEMBER 20	\$91.75
BACKFLOW APPARATUS & VALVE CO		873073	362453	GATE VALVE-DGSTR SCKFLW DVC	\$445.80
BANK OF AMERICA		TXN00041123	362644	RAVENEP - SLUDGE CORETKERS 16	\$380.84
		TXN00041144		STPLES - FILE CABNT S. BREWER	\$122.71
		TXN00041145		UPS - SHIP PRMEFF SMPLR TO HAC	\$34.73
		TXN00041198		AED SUPSTR - STAT PADZ (1) FOR	\$77.87
		TXN00041206		WEPAY - RFND PRETR WKSHP BREWE	(\$340.00)
		TXN00041300		HACH - PRMEFF SMPLR REPAIR FEE	\$1,138.11
		TXN00041309		STPLES - SHARPIES & 8.5X11 COP	\$61.65
		TXN00041502		STPLES - BATTERIES & CHAIN PEN	\$44.72
		TXN00041529		USCC - STA RENEWAL FEE	\$650.00
BULLOCK, DOUG		18-283 BULLOCK	362679	INTERVIEW PANEL FOG INSPECTOR	\$0.00
CB PACIFIC, INC	P059475	IP918113947	362557	FREIGHT - ESTIMATED	\$123.39
CENTRAL HOSE & FITTINGS INC		C018640	362460	HOSE ASSY/FITNGS-GEN RM CMPRSR	\$18.30
CH2O INC		273805	362461	BOILER TESTING-SEP 18 BW LABOR	\$64.49
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$20,608.46



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		09/2018-25	362814	#25 BIOSOLIDS LANDFILL FEES	\$2,865.82
		09/2018-38		#38 GRIT DISP/HAULING	\$400.79
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	P059462	1002514766	362816	PACK AND DISPOSE OF CHEMICAL	\$1,944.20
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-598975	362468	BLST/SW/PLATE-OPS BLDG	\$77.23
		3627-598978		FLOOD LUMNR/CONDUIT BODY/CPLG	\$302.83
		3627-599460		PRICE ADJST BLST-OPS BLDG	(\$10.90)
ENERGY INCENTIVES INC	P059091	CORWWTFQ32018	362824	2018 QUARTERLY FUME HOOD TESTI	\$100.00
GRAINGER	S018098	9934955619	362828	90 SWIVEL ELBOW ITEM #1AJR2	\$218.13
	S018098	9935348269		ELECTRIC AIR COMPRESSOR ITEM #	\$1,036.05
GTP INVESTMENTS LLC	P058743	405497270	362387	BADGER MTN LEASE FOR CITYY CEL	\$37.39
HACH COMPANY	P059532	11151238	362582	COLLECT HANDLING FEE	\$19.63
	P059532			ALL-WEATHER REFRIGERATED SAMPL	\$6,569.11
	P059532			ASSY, JUNCTION BOX, AS950	\$315.70
HD FOWLER COMPANY INC		C458229	362583	RETURN MJ SLEEVES	(\$224.25)
		I4939889		MJ SLEEVE/COMPACT BODY KIT	\$155.72
		I4939904		MJ SLEEVES	\$182.73
MIDWEST LABORATORIES INC	P059670	913575	362839	SHIPPING FOR 2018-09-13 - 1 FE	\$20.00
	P059670			SUPPLY ORDER - 09-14-2018 - SU	\$28.00
	P059670			CITY OF RICHLAND COMPOST FACIL	\$275.00
	P059670			SHIPPING CHARGES FOR ITEMS ORD	\$48.00
NORTH COAST ELECTRIC COMPANY		S8822011.001	362598	HTR ELEMENT FOR DO MIX PUMP	\$185.45
OXARC INC		60244136	362600	SEPT CYLINDR RENTAL-WWTP	\$17.65
PARADISE BOTTLED WATER CO		09/18 WWTP	362602	BOTTLED WATER-SEPTEMBER	\$102.92
PARAMOUNT SUPPLY COMPANY		797318	362847	PACKING DGSTR KNFGATE VALVES	\$1,246.95
RICHLAND ACE HARDWARE		64447/1	362510	DRAIN AUGER/CLNR-BREAK RM SINK	\$56.45
STONEWAY ELECTRIC SUPPLY		S102529954.001	362620	ELEC GLSTS OPS BLDG LIGHTS	\$105.37
TACOMA SCREW PRODUCTS INC		22222459	362621	SHCKLE & EYEHK INFL DMPSTR	\$43.03
		22222831		GLVNZD COATING PIP DIGESTER #1	\$36.02
		22222860		FTTNGS PIPE RNSTLL DIGESTER #1	\$259.93
		22223016		FITTNGS AIRCMPR SLDS GEN RM	\$59.25
UNITED PARCEL SERVICE	S018085	000986641408	362439	2 NDA PKGS TO ALS FOR WWTP OPS	\$85.68
	S018085			NDA PKG TO ALS FOR WWTP OPS	\$52.03
	S018085			2 COLLECT PKG FROM USA BLUEBOO	\$8.55
	S018092	000986641418	362630	COLLECT PKG FROM USA BLUEBOOK	\$8.40
	S018092			GROUND PKGS TO ALS FOR WWTP OP	\$15.75
	S018092			2 NDA PKGS TO ALS FOR WWTP OPS	\$88.12
	S018103	000986641428	362862	2 NDA PKGS TO ALS FOR WWTP OPS	\$87.45
XEROX CORPORATION		094729149	362639	MX4-749822 BASE/PRINTS-SEPT	\$275.75
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$100.97
SEWER OPERATIONS TOTAL ****					\$43,778.38



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 423 SEWER MAINTENANCE					
AT&T WIRELESS		09/18 28724328888	362451	287243288881 08/27/18-09/26/18	\$44.18
BANK OF AMERICA		TXN00041130	362644	HMDEPO - LEXAN SHT & TORCH KIT	\$78.14
CENTRAL HOSE & FITTINGS INC		C018567	362460	PUMP HOSE	\$20.05
FIELD INSTRUMENTS & CONTROLS INC	P059534	168552	362575	PMC SUBMERSIBLE LEVEL TRANSMIT	\$803.10
	P059534			PMC MOISTURE PROTECTION ASSEMB	\$86.88
	P059534			FREIGHT	\$26.42
	P059534			PMC SINK WEIGHT ASSEMBLY - ITE	\$168.33
KELLEY'S TELE-COMMUNICATIONS INC		276310012018	362592	ANSWERING SRVC CHARGES OCT	\$52.35
PLATT ELECTRIC SUPPLY		T495324	362604	CAT5 & HOUSING TV TRK #3269	\$9.69
RICHLAND ACE HARDWARE		64153/1	362510	CHLOR SANITIZER-WA SQ SWR HIT	\$73.80
RICHLAND NAPA		420846	362609	VEH #3255 REPLACE TWO BULBS	\$6.49
		421577	362855	MH SPOTLIGHT LENS #3255	\$28.11
TACOMA SCREW PRODUCTS INC		22222344	362621	WIREWHL THRDSEAL LUBR-SHOP	\$41.88
		22223005		WIRE WHL & RAGS FOR SHOP	\$154.61
		22224111		CENTR PULL RAGS FOR SHOP	\$168.31
UTILITIES UNDERGROUND LOCATION CENTER		8090221	362632	LOCATE SERVICE - SEPT 2018	\$52.89
WHITNEY EQUIPMENT COMPANY INC	P059463	86687	362866	N-439 HARD IRON IMPELLER KIT -	\$2,835.98
	P059463			OIL & ENVIRONMENTAL FEE	\$25.00
	P059463			LIFT HANDLE - PART NO. 4771101	\$181.58
	P059463			REPAIR LABOR	\$780.00
	P059463			REPAIR OF FLYGT 3127 PUMP FROM	\$1,642.58
	P059463			PICKUP/DELIVERY LABOR	\$150.00
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$1.39
SEWER MAINTENANCE TOTAL ****					\$7,431.76
WASTEWATER UTILITY FUND Total ***					\$281,927.52
FUND 404 SOLID WASTE UTILITY FUND					
Division: 000					
WASTEWORCS REFUND		2677WW	362359	REFUND MISAPPLIED PMT AR 20654	\$505.00
UNASSIGNED TOTAL ****					\$505.00
Division: 430 CAPITAL PROJECTS					
O2COMPOST	P059337	2018-43	362405	AERATED STATIC PILE COMPOST PI	\$4,140.38
CAPITAL PROJECTS TOTAL ****					\$4,140.38
Division: 432 SOLID WASTE COLLECTION					
BANK OF AMERICA		TXN00041535	362644	WASTESTICKER.COM - CAUTION DO	\$74.94
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$217.28
CLAYTON WARD COMPANY		2402002	362561	DROP BOX RECYCLING-SEPT 2018	\$10,449.47
		2402003		PAPER RECYCLING- SEPT 2018	\$307.34
		8829901		CURBSIDE RECYCLING-SEPT 18	\$19,124.16



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S018098	9932747679	362828	RAIN BIB OVERALLS ITEM #29AD27	\$70.56
	S018098	9933574023		BACK SUPPORT ITEM #1UM56	\$88.15
GTP INVESTMENTS LLC	P058743	405497270	362387	BADGER MTN LEASE FOR CITYY CEL	\$22.26
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$8.46
SPRAGUE PEST SOLUTIONS		3653692	362973	OCTOBER MONTHLY SVCS-SW	\$61.90
TOTER INC	S018062	65555797	362627	ADJUST FOR TAX	(\$0.01)
	S018062			TORX FASTENER FOR LID	\$17.38
	S018062			TOTER 96 GALLON GEN II LID (70	\$1,837.51
	S018062			FREIGHT	\$472.90
	S018062			STRAP CLAW HINGE FOR LID	\$49.96
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$21.23
SOLID WASTE COLLECTION TOTAL****					\$32,823.49
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		12604562	362870	JANITORIAL SRVCS-JULY	\$835.63
		12977652	362536	JANITORIAL SRVCS-OCT	\$835.63
ARAMARK UNIFORM SERVICES INC	S018093	09/18-934962000	362542	LINEN CHARGES FOR SEPTEMBER 20	\$131.28
BANK OF AMERICA		TXN00041131	362644	HARBOR FREIGHT TOOLS 49 - FOR	\$103.15
		TXN00041152		NARDA INC - JMARQUEZ RE-TEST	\$60.00
		TXN00041239		ACT SWANA Washington - T REED/	\$100.00
		TXN00041323		THE UPS STORE 4420 - SHIPPED E	\$158.76
		TXN00041349		STAPLES - OFFICE SUPPLIES	\$122.03
		TXN00041388		ABT FOAM MULTIDRAIN - IRON GRA	\$812.42
		TXN00041494		WM SUPERCENTER #3261 -PHONE CA	\$23.75
		TXN00041509		STAPLES - INK CARTS/TONER	\$224.77
		TXN00041525		A&A HYDRAULIC REPAIR - REBUILD	\$698.00
BLUEROOM		2834723	362882	POL SERVICE-LANDFILL-SEPT 2018	\$81.00
CAROLINA SOFTWARE	P058739	69675	362555	WasteWORKS Sw Support for 2018	\$500.00
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$1,312.00
COYOTE RIDGE CORRECTIONS CENTER		CRCC1809.629	362896	WORK CREW SEPTEMBER 2018	\$404.42
FINLEY BUTTES LANDFILL		6741	362576	TIRE DISPOSAL	\$198.98
GRAINGER	S018082	9915710132	362384	BROOM HANDLE ITEM #1VAJ1	\$40.33
LSC ENVIROMENTAL PRODUCTS LLC	P059668	39155	362836	LANDFILL ALTERNATE DAILY COVER	\$31,765.50
	P059668			DELIVERY CHARGE	\$2,301.28
MOON SECURITY SERVICES INC		946936	362403	SERVICE CALL-PHONE LINE	\$169.69
ORRCO		413034	362408	USED OIL TESTING/PICK-UP/HAUL	\$155.00
		413327		USED OIL TESTING/PICK-UP/HAUL	\$335.00
		413433		USED OIL TESTING/PICK-UP/HAUL	\$275.00
		413603		USED OIL TESTING/PICK-UP/HAUL	\$150.00
		413964	362599	USED OIL TESTING/PICK-UP/HAUL	\$320.00
PARADISE BOTTLED WATER CO		09/18-LANDFILL	362410	BOTTLED WATER-SEPTEMBER	\$79.16
SPRAGUE PEST SOLUTIONS		3624332	362428	SEPT MONTHLY SVCS-SW DISPOSAL	\$99.91



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SPRAGUE PEST SOLUTIONS		3661908	362428	SW DISPOSAL MOUSE TRAPS	\$78.19
US DEPARTMENT OF AGRICULTURE		3002897775	362983	USDA APHIS DEBT MGMT TEAM '18	\$5,824.76
XEROX CORPORATION		094729151	362639	LX5-694777 BASE/PRINTS-SEPT	\$245.31
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$43.65
SOLID WASTE DISPOSAL TOTAL ****					\$48,484.60
SOLID WASTE UTILITY FUND Total ***					\$85,953.47
FUND 405	STORMWATER UTILITY FUND				
Division:	000				
WA STATE DEPARTMENT OF ECOLOGY		L1000013-PYMT 14	362752	WWTF AERATION BASIN 2 MODS-LOA	\$35,246.75
				WWTF AERATION BASIN 2 MODS-LOA	\$16,116.27
UNASSIGNED TOTAL ****					\$51,363.02
Division:	441 STORMWATER				
AMERICAN ROCK PRODUCTS INC	P059631	371978	362539	1 1/2-3/4-INCH DRAIN ROCK - IT	\$156.34
	P059631			5/8-INCH TOP COURSE, ITEM #235	\$296.53
	P059631			HAUL CHARGE, GRAVEL PER TON -	\$144.91
	P059631			HAUL CHARGE PER LOAD - ITEM	\$135.75
BANK OF AMERICA		TXN00041256	362644	AMZN - CMPTR MOUSE HLDRS SW TR	\$29.96
		TXN00041418		HMDEPO - STORAGE SHELF SW	\$410.51
BEAVER BARK & ROCK		904547	362455	GRAVEL 5/8-IN-BERKSHIRE CB	\$120.48
		904562		GRAVEL 5/8-IN-BERKSHIRE CB	\$160.64
		906570		CONCRETE-GOETHALS WK	\$138.99
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$360.95
		09/2018-11220		SW PND MAINT/DEBRIS	\$32.75
COSSMAN, TADD		100918	362685	REIM CDL RENEWAL	\$102.00
HERC RENTALS INC		30314810-001	362480	SAW BLADE-ASPH MACH GOETHALS	\$139.57
		30330684-001	362584	SOIL COMPACTOR-GOETHALS	\$76.02
REESE CONCRETE PRODUCTS MFG		008084	362606	CB BASE PIKE & BERKSHIRE RPLC	\$173.76
		008109	362852	CBS CBTOPS SW RPR GOETHALS	\$3,822.72
		008142	362606	DRYWELL RSR SW RPR GOETHALS	\$309.51
RICHLAND ACE HARDWARE		62573/1	362510	LAWN FERTILIZER-DECANT	\$16.28
		64157/1		BATTERIES-VAC TRUCK 3291 RMTE	\$39.05
		64202/1		TRUFUEL GAS FOR SAW-GOETHALS	\$26.05
		64369/1		PAINTBRUSHES/PAIL-GOETHALS	\$18.21
STORMWATER TOTAL ****					\$6,710.98
STORMWATER UTILITY FUND Total ***					\$58,074.00
FUND 407	MEDICAL SERVICES FUND				
Division:	121 AMBULANCE				
BANK OF AMERICA		TXN00041538	362644	WASTE MGMT - PHARM DISP	\$23.27



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041551	362644	WASTE MGMT - PHARM DISP	\$23.27
BIRKHIMER, RYAN		092518	362675	REIM BKGRND CK PARAMPROG	\$144.75
		102618	362880	REIMB TUITION AND BOOKS	\$2,739.94
CHAPLAIN SERVICES NETWORK		RFD-09312018	362356	CHAPLAIN SRVCS JULY-SEPT 2018	\$1,338.75
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$772.52
MEDLINE INDUSTRIES INC.		1857162591	362948	COLLAR/MEGA MOVER/GLOVES	\$1,075.56
		1857566554		MEGA MOVER	\$352.22
		1857582287		SUCTION CATHERER RED POLY	\$104.61
		1858100163		IV SET/CATHETER/TORUNIQUE	\$2,613.98
		1858257459		VMD ADULT/BVM PED/ELECTRODE	\$3,061.94
		1858377595		LIFE PAK PAPER	\$31.52
		1858595547		MASSIMO CABLE RAINBOW	\$214.94
		1858595548		TUBE/LARYNGEAL ACCESS KT	\$206.34
		1859011926		IV SOLUTION/GAUZE/PREP PAD	\$155.74
		1859075722		GLOVES/GLUCOSE/STRIP/GAUZE	\$1,372.73
		1859483243		MEGA MOVER	\$199.67
		1859483244		MEGA MOVER	\$199.67
XEROX CORPORATION	P059610	093788654	362449	AMB BILLING 2ND QTR COPIER MAI	\$32.58
AMBULANCE TOTAL ****					\$14,664.00
MEDICAL SERVICES FUND Total ***					\$14,664.00
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$301.76
BROADBAND ADMINISTRATION TOTAL ****					\$301.76
BROADBAND FUND Total ***					\$301.76
FUND 501	CENTRAL STORES FUND				
Division:	000				
US BANK		TXN64820122688246	362440	DOGGIE PICKUP BAGS FOR STOCK	\$2,928.00
UNASSIGNED TOTAL ****					\$2,928.00
CENTRAL STORES FUND Total ***					\$2,928.00
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
ALLIANCE REFUSE TRUCKS INC.		33152	362337	ARM VEH 3284 WO 51825	\$8,500.00
AUTOZONE		3733357308	362343	RADIATOR CAP VEH 2375 WO 51666	\$8.68
		3733357310		BRAKE PARTS VEH 2360 WO 51955	\$32.45
		3733357423		SHOP SUPPLY	\$217.20
		3733358425	362452	GEAR OIL VEH 2417 WO 51954	\$111.42



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AUTOZONE		3733360629	362452	BREAK CLEAN VEH 3311 WO 51951	\$32.45
BANK OF AMERICA		TXN00041139	362644	HOMEDEPOT - VEH3305 DECK BOARD	\$195.20
		TXN00041156		PASCO AUTOWRECKING - VEH#2302	\$157.47
		TXN00041172		WA DOL - #2454 VEH SALE REPORT	\$2.00
		TXN00041179		WA DOL - #2454 VEH SALE REPORT	\$8.75
		TXN00041214		PAYPAL PARTYPARTS - GORILLA T	\$75.95
		TXN00041232		COBALT TRUCK - VEH3298 DOOR HI	\$201.68
		TXN00041281		AMAZON - VEH3315 THREAD LOCKER	\$131.77
		TXN00041291		AMAZON - VEH3315 TAP,STEEL INS	\$171.56
		TXN00041326		BATTERIES PLUS - VEH6594 HLX64	\$21.68
		TXN00041472		HOMEDEPOT - VEH3334 DUCT,FOIL	\$36.47
		TXN00041483		PAYPAL PFMA MEMBERSHIP	\$123.90
		TXN00041498		AMAZON - 2 AIRCAT IMPACT WRENC	\$772.60
		TXN00041513		ROCK-IT RADIO - VEH2416,2417,2	\$1,140.30
		TXN00041530		STAPLES - CALENDARS	\$73.39
		TXN00041546		A&M SUPPLY - SPROCKET	\$7.20
BUSH CAR WASH		5758	362458	VEHICLE WASHES-SEPTEMBER	\$119.00
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$3,643.23
COAST CRANE COMPANY		889392	362465	HYD FLW TEST VEH 3405 WO 52068	\$439.83
COLEMAN OIL COMPANY		0485379-IN	362817	LANDFILL DIESEL DYED	\$7,439.32
		CL29905	362466	CARD LOCK FUEL 10/1-10/7/2018	\$17,479.80
		CL30629	362817	CARD LOCK FUEL 10/8-10/14/2018	\$17,293.99
COLUMBIA RIGGING CORP		33434	362819	WEB SLING VEH 6543 WO 52105	\$78.63
		33435		VEH 6543 WO 52105	\$21.72
COMMERCIAL TIRE INC		19-258202	362361	TIRE CHANGE VEH 3339 WO 51803	\$52.67
		19-258204		FLAT REPAIR VEH 3320 WO 51899	\$174.58
		19-258205		FLAT REPAIR VEH 4130 WO 51715	\$18.19
		19-258206		FLAT REPAIR VEH 3330 WO 51714	\$18.19
		19-258207		FLAT REPAIR VEH 3337 WO 51898	\$58.10
		19-258208		FLAT REPAIR VEH 3283 WO 51897	\$58.10
		19-258210		TIRES VEH 3275 WO 51896	\$293.66
		19-258211		FLAT REPAIR VEH 3289 WO 51895	\$18.19
		19-258212		FLAT REPAIR VEH 3341 WO 51894	\$58.10
		19-258213		FLAT REPAIR VEH 3315 WO 51893	\$58.10
		19-258215		FLAT REPAIR VEH 3342 WO 51892	\$58.10
		19-258692	362562	TIRES VEH 3280 WO 52081	\$1,351.77
		19-258693		TIRES VEH 3339 WO 51731	\$1,351.77
		19-258696		TIRES VEH 3312 WO 52083	\$1,487.67
		19-258697		TIRES VEH 3315 WO 52084	\$1,591.92
		19-258703		TIRES VEH 3333 WO 52086	\$1,464.71
		19-258705		ROTATE TIRES VEH 3311 WO 52087	\$104.26



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		19-258706	362562	FLAT REPAIR VEH 3342 WO 52014	\$49.96
		258426	362361	FLAT REPAIR VEH 3284 WO 51825	\$49.96
		258427		FLAT REPAIR VEH 3240 WO 51958	\$164.53
		258432		TIRE DISP VEH 4000 WO 51920	\$86.88
		258598	362467	TIRES VEH 3288 WO 51950	\$307.35
		258599		WHL BALANCE VEH 2476 WO 52033	\$118.38
		258600		FLAT REPAIR VEH 3339 WO 51731	\$99.91
		258601		TIRE CHANGE VEH 3203 WO 52034	\$53.76
		258602		FLAT REPAIR VEH 3337 WO 51966	\$49.96
		258603		FLAT REPAIR VEH 3333 WO 51925	\$49.96
		258604		FLAT REPAIR VEH 3248 WO 51911	\$49.96
		258605		FLAT REPAIR VEH 3340 WO 51711	\$49.96
		258606		AIR GUAGE VEH 6000 WO 52035	\$279.67
		28994	362361	TIRES VEH 2364 WO 51902	\$715.89
		28995		TIRES VEH 3293 WO 51903	\$695.13
		29018		TIRES VEH 3327 WO 51957	\$679.29
		29032		TIRES VEH 2456 WO 51956	\$681.49
		29046	362562	TPMS VEH 2376 WO 52092	\$314.73
		29092		FLAT REPAIR VEH 3299 WO 52088	\$18.19
		44-29106		TIRE CHG VEH 2439 WO 52066	\$79.82
CORWIN OF PASCO LLC		425741	362366	KIT VEH 3327 WO 51798	\$95.37
		425764		CORE VEH 3265 CREDIT	(\$152.04)
		425771		PAD VEH 3327	\$72.82
		425949		LAMP VEH 2417 WO 51952	\$235.89
		425951		LAMP VEH 2417 WO 51954	\$89.80
		426106	362469	HOSE VEH 2398 WO 51827	\$33.58
		426187		SWITCH VEH 3334 WO 52031	\$40.61
		426266	362566	LAMP VEH 2417 WO 51952	\$122.28
		WARIC79031	362473	SHOP SUPPLY	\$320.82
FASTENAL COMPANY		032623	362475	REUPHOLSTER VEH 2375 WO 51666	\$597.30
FINAL TOUCH UPHOLSTERY		633083	362380	MISCFLAT VEH 7130 WO 51959	\$260.64
GENUINE AUTO GLASS OF TRI CITIES LLC		9934916694	362828	SWIVEL ITEM #10C519	\$310.70
GRAINGER	S018098	24386	362925	475 G CARBON-ATE PLUS SOAP	\$2,218.16
HOTSY OF SPOKANE		R100017403:01	362589	ALIGNMENT VEH 3335 WO 52049	\$310.24
JIM'S PACIFIC GARAGES INC		X100143610:01	362483	LATCH VEH 3248 WO 51911	\$33.31
		X100143614:01		VALVE ASSY VEH 3255 WO 51944	\$143.34
		X100143819:01	362394	VALVE VEH 3255 WO 51944	\$23.44
KENWORTH SALES COMPANY		PASIN3047647	362488	FILTERS VEH VARIOUS WO VARIOUS	\$147.87
KIMBELL, JERRY		102318	362941	REIMB CDL RENEWAL	\$102.00
LES SCHWAB TIRE CENTER		42800286040	362594	DISMNT/MOUNT VEH 2452 WO 52089	\$164.38
LESKOVAR LINCOLN MERCURY INC		9031	362398	MNTNG COMP VEH 2402 WO 51927	\$533.55



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LESKOVAR LINCOLN MERCURY INC		9034	362493	KNOB ASSY VEH 2402 WO 51927	\$76.38
MCCURLEY CHEVROLET		592940	362401	SENSOR VEH 1104 WO 51915	\$61.25
		953081	362495	HARNES VEH 2359 WO 51939	\$89.27
		953138	362401	HANDLE VEH 2375 WO 51666	\$26.60
		953156	362495	BELT KIT VEH 2374 WO 52064	\$90.85
		953384		PIPE/FILTER VEH 2394 WO 51967	\$194.38
		CM951643		HANDLE VEH 2375 WO CREDIT/RTN	(\$24.44)
		CM953081		FRT ONLY CR VEH 2359 WO 51939	(\$13.90)
MODERN MACHINERY CO INC		1228624	362497	FILTERS VEH 6613 WO 51759	\$162.39
OWEN EQUIPMENT COMPANY		00185173	362844	TUBES VEH 3284 WO 52165	\$60.72
		00185176		FITTING VEH 3284 WO 52165	\$109.80
		00185547		TUBES VEH 3284 WO 52165	\$645.72
		00185908		VEH 3285 WO 51970	\$406.00
		00185992		VEH 3285 WO 51970	\$308.12
OXARC INC		60244139	362409	SHOP SUPPLY	\$153.72
PAPE' MATERIAL HANDLING		11191374	362502	FILTERS VEH 7142 WO 52072	\$475.88
RDO EQUIPMENT CO		P84844	362415	WHEEL KIT VEH 6562 WO 51843	\$109.89
		P84845		FILLER CAP VEH 6594 WO 51900	\$17.71
RICHLAND NAPA		420618	362422	WARRANTY VEH 3740 WO CREDIT	(\$17.95)
		420634		RESEVOIR VEH 7139 WO 51886	\$15.63
		420646		RESEVOIR VEH 7141 WO 51529	\$94.48
		420661		4CYCLE SEF VEH 6522 WO 518	\$24.97
		420671		WD40 VEH 6579 WO 51871	\$6.94
		420689		SOLENOID VEH 3247 WO 51846	\$37.67
		420712		MODULES VEH 3264 WO 51910	\$129.32
		420721		SCOTSEAL VEH 3203 WO 51649	\$104.34
		420729		BLADES VEH 2442 WO 51478	\$27.19
		420821		BLADES VEH 3327 WO 51798	\$17.35
		420822		FILTERS VEH 7118 WO 51857	\$52.07
		420823		FILTERS VEH 7117 WO 51856	\$70.42
		420824		FILTERS VEH 7116 WO 51855	\$70.42
		420825		FILTERS VEH 7113 WO 51854	\$99.36
		420826		FILTERS VEH 3332 WO 51866	\$59.60
		420827		FILTERS VEH 3331 WO 51865	\$89.15
		420828		FILTERS VEH 2503 WO 51864	\$16.96
		420829		FILTER VEH 2502 WO 51863	\$16.96
		420830		FILTERS VEH 2417 WO 51862	\$14.31
		420831		FILTERS VEH 2394 WO 51861	\$14.98
		420832		FILTERS VEH 2362 WO 51860	\$16.49
		420833		FILTERS VEH 2360 WO 51859	\$18.46
		420834		FILTERS VEH 2359 WO 51858	\$16.49



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		420837	362422	ID 3 POST VEH 6553 WO 51890	\$84.26
		420883		FILTERS VEH 2375 WO 51907	\$18.32
		420891		CONNECTOR VEH 4122 WO 51845	\$47.74
		420893		CONNECTOR VEH 4122 WO 51845	\$16.01
		420897		FILTER VEH 6588 WO 51919	\$63.01
		420928		ADAPTER VEH 3315 WO 51676	\$68.35
		420930		BATTERY VEH 4000 WO 51920	\$77.23
		420956		LAMP VEH 3285 WO 51823	\$182.62
		420957		LAMP VEH 3248 WO 51911	\$81.88
		420964		BATTERY VEH 7134 WO 51745	\$104.82
		420966		GREASE VEH 3248 WO 51911	\$29.87
		420996		BATTERY VEH 7200 WO 51923	\$484.11
		420998		BATTERY VEH 3277 WO 51921	\$128.21
		421000		CORE VEH 3277 WO CREDIT	(\$19.55)
		421018		BATTERY VEH 9000 WO 51941	\$484.11
		421025		LAMP VEH 5038 WO 51830	\$27.82
		421026		HDLT KIT VEH 2402 WO 51927	\$23.43
		421073		FILTERS VEH 2444 WO 51943	\$11.10
		421074		BLADES VEH 2362 WO 51860	\$26.03
		421075		WATER PUMP VEH 2360 WO 5195	\$177.40
		421077		LAMP VEH 4119 WO 51946	\$7.19
		421083	362609	SOCKET VEH 3248 WO 51911	\$56.87
		421084	362422	4CYCLE SEF VEH 0072 WO 519	\$24.97
		421092		BRAKE PAD VEH 3288 WO 51950	\$99.26
		421094	362609	EMER SV ROTORS VEH 2444 WO	\$301.10
		421096		COUPLINGS VEH SHOP WO SUPPL	\$22.78
		421101	362422	LAMP VEH 4119 WO 51946	\$7.19
		421113		SOAP VEH SHOP WO SUPPLY	\$11.49
		421114	362609	LAMP VEH SHOP WO SUPPLY	\$27.52
		421118	362422	LAMP VEH 3251 WO CREDIT	(\$81.88)
		421125		FILTERS VEH 2381 WO 51961	\$18.27
		421126	362609	FILTERS VEH 3251 WO 51936	\$68.07
		421138	362422	BLADES VEH 2381 WO 51960	\$17.35
		421175	362609	2.5 DEF VEH 3331 WO 51865	\$9.76
		421176		COUPLING VEH INVENTORY WO C	(\$3.39)
		421177		BEACON VEH 3337 WO 51969	\$188.75
		421178		WIPER VEH 3283 WO 51968	\$22.78
		421180		FILTERS VEH 2441 WO 51971	\$18.39
		421181		FILTERS VEH 2442 WO 51972	\$18.39
		421182		FILTERS VEH 1212 WO 51978	\$18.39
		421183		FILTERS VEH 1214 WO 51979	\$18.39



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		421184	362609	FILTERS VEH 1215 WO 51980	\$18.39
		421185		FILTERS VEH 1384 WO 51982	\$18.39
		421187		FILTERS VEH 1385 WO 15983	\$18.39
		421188		FILTERS VEH 2445 WO 51984	\$18.39
		421189		FILTERS VEH 2445 WO DUPLICA	\$18.39
		421190		FILTERS VEH 2447 WO 51985	\$18.39
		421191		FILTERS VEH 2478 WO 51986	\$18.39
		421192		FILTERS VEH 2479 WO 51987	\$18.39
		421193		FILTERS VEH 2481 WO 51988	\$25.25
		421197		FILTERS VEH 1104 WO 51973	\$16.69
		421198		FILTERS VEH 1206 WO 51975	\$16.69
		421199		FILTERS VEH 1207 WO 51976	\$16.69
		421200		FILTERS VEH 1108 WO 51974	\$16.69
		421201		FILTERS VEH 1210 WO 51977	\$14.98
		421209		FILTERS VEH 1382 WO 51981	\$13.49
		421210		FILTERS VEH 2302 WO 51989	\$10.57
		421211		FILTERS VEH 2320 WO 51990	\$10.53
		421213		FILTERS VEH 2347 WO 51991	\$10.57
		421215		FILTERS VEH 2373 WO 51992	\$18.32
		421216		FILTERS VEH 2374 WO 51993	\$18.32
		421217		FILTERS VEH 2385 WO 51994	\$14.98
		421218		FILTERS VEH 2390 WO 51995	\$18.32
		421219		FILTERS VEH 2393 WO 51996	\$18.32
		421221		FILTERS VEH 2405 WO 51998	\$14.98
		421222		FILTERS VEH 2427 WO 51999	\$14.80
		421228		FILTERS VEH 2437 WO 52001	\$14.80
		421230		FILTERS VEH 6565 WO 52002	\$35.74
		421231		FILTERS VEH 2501 WO 52000	\$25.25
		421232		FILTERS VEH 6587 WO 52003	\$29.02
		421233		FILTERS VEH 6588 WO 52004	\$29.02
		421235		FILTERS VEH 7139 WO 52005	\$43.59
		421355		SWITCH VEH 3292 WO 51717	\$34.32
		421365		FILTER VEH 7141 WO 52073	\$158.79
		421366		FILTERS VEH 7143 WO 52080	\$148.37
		421367		FILTERS VEH 3283 WO 52018	\$120.49
		421368		FILTERS VEH 3222 WO 52017	\$171.45
		421369		FILTERS VEH 3312 WO 52020	\$73.29
		421371		FILTERS VEH 3320 WO 52021	\$132.69
		421372		FILTERS VEH 3335 WO 52022	\$128.73
		421373		FILTERS VEH 3336 WO 52023	\$132.81
		421374		FILTERS VEH 3339 WO 52024	\$132.81



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		421382	362609	WIPER VEH 5036 WO 51809	\$22.78
		421384		WIPER VEH 3284 WO 51825	\$22.78
		421386		BATTERY VEH 3327 WO 52028	\$93.80
		421398		WIPER VEH 2439 WO WARRANTY	(\$11.39)
		421408		MTR RESISTOR VEH 2360 WO 51	\$81.71
		421414		LAMP VEH 3311 WO 51951	\$182.62
		421436		WIPER VEH 5038 WO 51840	\$22.78
		421437		FILTERS VEH 2439 WO 52054	\$11.10
		421438		FILTERS VEH 1380 WO 52046	\$13.16
		421439		FILTERS VEH 1381 WO 52045	\$22.47
		421440		BRAKE CLNR VEH 3292 WO 5171	\$73.25
		421442		FILTERS VEH 2325 WO 52050	\$26.39
		421443		FILTERS VEH 2342 WO 52051	\$15.25
		421445		BLADES VEH 2372 WO 52052	\$41.11
		421446		BEAMS VEH 2439 WO 52054	\$57.31
		421447		FILTER VEH 2452 WO 52055	\$18.39
		421448		FILTERS VEH 2453 WO 52056	\$18.39
		421449		BATTERY VEH 3296 WO 52047	\$572.07
		421450		CORE DEP VEH 3296 WO CREDIT	(\$87.97)
		421451		FUEL FILTER VEH 5049 WO 520	\$115.92
		421462		BLADES VEH 2439 WO 52054	\$17.35
		421472		BEAMS VEH 2439 WO CREDIT	(\$43.74)
		421474		DEXVIATF VEH 2394 WO 51967	\$48.76
		421475		BLADES VEH 3334 WO 52031	\$12.48
		421505		COMM SHIP VEH SHOP WO SUPPL	\$35.64
		421519		LOCK PIN VEH 2417 WO 51952	\$9.10
		421520		FILTERS VEH 3322 WO 52070	\$14.28
		421521		FILTERS VEH 3319 WO 52065	\$14.78
		421522		FILTERS VEH 3286 WO 52062	\$68.29
		421523		FILTERS VEH 3279 WO 52061	\$190.13
		421524		FILTER VEH 3276 WO 52060	\$14.78
		421525		FILTER VEH 2382 WO 52059	\$14.67
		421526		FILTER VEH 2364 WO 52058	\$14.78
		421530		FILTER VEH 3342 WO 52026	\$10.66
		421531		FILTER VEH 3290 WO 52063	\$134.24
		421547		GRINDER VEH SHOP WO SUPPLY	\$70.58
		421566		FMALE VEH 3333 WO 51687	\$23.43
		421572		FILTERS VEH 2445 WO CREDIT	(\$18.39)
		421574		VLAVE VEH 3255 WO 51944	\$28.26
		421597		ELEC BATTERY VEH 2452 WO 52	\$6.64
		421598		MEGUIARS PLAS VEH 1381 WO 5	\$9.44



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		421599	362609	MEGUIARS PLAS VEH 1381 WO 5	\$9.44
		421620		BLADES VEH 3303 WO 51770	\$17.35
		421658		SPARK PLUG VEH 2325 WO 5209	\$2.44
		421661		LAMP VEH 3315 WO 52096	\$22.68
		421663		BEAM VEH 3299 WO 52088	\$41.25
		421670		HUB CAP VEH 3333 WO 51687	\$32.84
		421707		LED BLB VEH 2398 WO 51827	\$21.70
		421708		LED WPF21 VEH 2398 WO 51827	\$22.12
RMT EQUIPMENT	P01773		362426	DECK MOUNT VEH 7137 WO 51913	\$1,606.85
	P01774			FREIGHT VEH 7137 WO 51913	\$293.24
SOLID WASTE SYSTEMS INC	0108244-IN		362519	LINK/RAIL VEH 3336 WO 51965	\$6,846.81
	0108425-IN			RAIL/BEARING VEH 3339 WO 51731	\$3,436.88
	0108605-IN			SENSOR VEH 3333 WO 51925	\$186.85
TACOMA SCREW PRODUCTS INC	22224519		362523	TAPER TAP VEH 3339 WO 51731	\$196.40
	22224893		362621	FITTINGS VEH 3333 WO 51687	\$73.55
THE FAB SHOP LLC	28918		362524	WATER PUMP VEH 3321 WO 52053	\$3,689.67
TRI CITIES BATTERY & AUTO REPAIR	127412		362437	BATTERY VEH 9500SURP WO 51909	\$243.16
TRUCKPRO HOLDING CORPORATION	06 264033		362527	LAMP VEH 7152 WO 52016	\$91.20
UPS FREIGHT	29089765		362528	PLT SHIPMENT VEH 3285 WO 52071	\$1,549.24
US LINEN & UNIFORM	2223296-00		362441	UNIFORM SERVICES	\$80.82
	2227050-00			UNIFORM SERVICES	\$80.82
	2230808-00			UNIFORM SERVICES	\$80.82
	2234569-00			UNIFORM SERVICES	\$80.82
WARD DIESEL FILTER SYSTEMS	3928		362442	AIR CYL VEH 50380 WO 51830	\$569.13
WESTERN PETERBILT INC	028P283710		362532	BLADES VEH 3283 WO 51968	\$274.15
	028P283793			B/U ALARM VEH 3311 WO 51951	\$31.65
WESTERN STATES EQUIPMENT COMPANY	IN000769686		362446	AIR FILTER VEH 7090 WO 51804	\$450.49
	IN000770910			ELEMENT VEH 7090 WO 51804	\$35.24
	IN000777556		362533	COUPLING VEH 7131 WO 51888	\$174.32
	IN000779027			COUPLINGS VEH 7131 WO 51888	\$116.23
	IN000779035			CLAMP VEH 7138 WO 51887	\$86.27
	IN000779043			TUBE VEH 7138 WO 51887	\$246.78
	IN000779061			5G 10W HYDO VEH 7138 WO 51887	\$1,022.79
	IN000780697			SEAL/GASKET VEH 3203 WO 51649	\$7.82
	IN000780709			ELEMENT VEH 7123 WO 51901	\$256.21
	IN000969635		362446	COUPLING VEH 3321 WO 51758	\$13.73
WESTERN SYSTEMS & FABRICATION INC	24653		362447	PIN VEH 3312 WO 51786	\$50.17
WURTH USA INC	96186002		362448	SHOP TOOLS	\$347.25
XEROX CORPORATION	094729193		362534	LX5-691298 BASE/PRINTS-SEPT	\$207.94
XO COMMUNICATIONS SERVICES LLC	0313096557		362756	TELEPHONE CHARGES 10/1-10/31	\$70.10

EQUIPMENT MAINTENANCE TOTAL ****

\$110,472.70



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EQUIPMENT MAINTENANCE FUND Total ***					\$110,472.70
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
AT&T WIRELESS		09/18 28724328888	362451	287243288881 08/27/18-09/26/18	\$64.35
				287243288881 08/27/18-09/26/18	\$94.71
BANK OF AMERICA		TXN00041133	362644	STAPLES - highlighters, file p	\$65.52
		TXN00041185		BENTON COUNTY AUDITOR - PW Rec	\$536.98
		TXN00041271		BENTON COUNTY AUDITOR -PW reco	\$106.60
		TXN00041279		GOTPRINT.COM - BUSINESS CARDS	\$36.36
		TXN00041282		STAPLES-hang fold, wite out,su	\$149.24
		TXN00041294		BRICK HOUSE PIZZA - appreciati	\$175.00
		TXN00041312		SUN WEST SPORTSWEAR - departme	\$187.55
		TXN00041344		STERLING'S RESTAURANT - apprec	\$70.00
		TXN00041351		PACIFIC NORTHWEST CLEAN W - J.	\$715.00
		TXN00041370		STERLING'S RESTAURANT - apprec	\$70.00
		TXN00041375		Amazon.com - Deskins mouse	\$54.29
		TXN00041395		FRED-MEYER #0286 - Streets lab	\$8.00
		TXN00041516		BASELINE EQUIPMENT COMPAN -rov	\$1,355.56
		TXN00041542		GUESTHOUSE INN & SUITES -West	\$87.77
BENTON COUNTY AUDITOR		0244963	362545	BC IMAGES-SEPTEMBER 2018	\$44.00
CITY OF RICHLAND		09/2018 SEP	362813	CITY UTILITY BILLS/SEP 2018	\$906.87
GRAINGER	S018082	9919190471	362384	PORT ELEC HEATER ITEM #1VNY2	\$68.74
	S018098	9921157310	362828	FALL PROTECTION KIT ITEM #19F3	\$81.25
	S018098	9928054270		ELECTRICAL HEATER ITEM #1VNY2	\$60.24
IMT INC	P059100	10038	362830	MATERIALS TESTING-PRIVATE	\$1,363.50
PENWELL, DAN		100218	362504	REIMB EXCISE TAX FEE	\$10.00
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$6.54
POPE, BRIAN		100418	362506	REIMB LUNCH MEETING-EW STMW	\$11.78
		101118	362727	REIMB MEAL EW STRM WA GRP	\$8.23
WATER SOLUTIONS INC		19693	362635	3 WTR MACHINES - OCT 2018	\$76.01
WEST, JULIE		18-338 WEST	362531	18-338 FHWA-EDC4 SAFE TRNSP	\$271.12
XEROX CORPORATION		094729178	362639	LX5-690835 BASE/PRINTS-SEPT	\$163.34
		094729179		LX5-692207 BASE/PRINTS-SEP	\$76.39
		094729180		MX4-343197 BASE/PRINTS-SEPT	\$382.69
XO COMMUNICATIONS SERVICES LLC		0313096557	362756	TELEPHONE CHARGES 10/1-10/31	\$189.24
PW ADMIN & ENGINEERING TOTAL ****					\$7,496.87
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$7,496.87
FUND 506	WORKERS COMPENSATION FUND				



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 221	WORKERS COMP INSURANCE RESERVE				
CONOVER INSURANCE INC		1308707	362364	POLICY EWC008827 10/18-20 ADJ	\$92,576.00
DEPARTMENT OF LABOR & INDUSTRIES		Q3 18 SELF INS	362902	Q3-18 036001852 SELF INSURANCE	\$43,301.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$135,877.00
WORKERS COMPENSATION FUND Total ***					\$135,877.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division: 222	EMPLOYEE BENEFIT PROGRAM				
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2368039	362812	OCTOBER 2018 ADMIN FEES	\$15,645.70
LIFE INSURANCE COMPANY OF NORTH AMERICA		10/2018-FLI051384	362835	FLI051384 PREMIUMS - OCTOBER	\$10,351.91
		10/2018-LK030278		LK030278 PREMIUMS - OCTOBER	\$11,356.27
		10/2018-OK807703		OK807703 PREMIUMS - OCTOBER	\$3,293.15
MERCER (US) INC		102210003784	362596	CONSULTING SERVICES-SEPT	\$7,083.33
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$47,730.36
HEALTH CARE/BENEFITS PLAN Total ***					\$47,730.36
FUND 521	UNEMPLOYMENT FUND				
Division: 223	UNEMPLOYEMENT COMPENSATION				
STATE OF WASHINGTON		036001852 Q3/2018	362906	Q2 18 UNEMPLOYMENT	\$9,999.31
UNEMPLOYEMENT COMPENSATION TOTAL ****					\$9,999.31
UNEMPLOYMENT FUND Total ***					\$9,999.31
FUND 522	POST EMP HEALTHCARE PLAN				
Division: 224	POST EMPLOYMENT BENEFITS PRGM				
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2368039	362812	OCTOBER 2018 ADMIN FEES	\$1,119.30
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,119.30
POST EMP HEALTHCARE PLAN Total ***					\$1,119.30
FUND 611	FIREMAN'S PENSION				
Division: 216	FIRE PENSION				
BOARDMAN, JOHN S		100218	362760	NON COVERED RX	\$664.49
BOWLS, DAVID		081218	362762	NON COVERED MEDICAL	\$120.00
		090118		NON COVERED MEDICAL	\$120.00
		092818		NON COVERED MEDICAL	\$120.00
CARRICK, HENRY		092818HC	362765	NON COVERED ASSISTED LIVING	\$6,500.00
DOWNES, DANNY		091818	362772	NON COVERED RX	\$67.99
ELIASON, CURTIS		1002-100318	362775	MEDICAL TRIP TO UW	\$293.60
FAMILY FIRST DENTAL		050118RL-	362776	NON COVERED DENTAL	\$40.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAMILY FIRST DENTAL		090418RL	362776	NON COVERED DENTAL	\$221.00
		090518HJ		NON COVERED DENTAL	\$169.00
		091218RL		NON COVERED DENTAL	\$37.00
HEASTON & THOMPSON VISION CLINIC		0628-070918RL	362779	NON COVERED VISION	\$164.00
		090418TT		NON COVERED VISION	\$1,300.00
KEITH MATHENY DDS		092618MS	362783	NON COVERED DENTAL	\$604.00
LAHTI, ROGER P		0712-092718	362785	NON COVERED MEDICAL	\$715.00
		9/20/18		NON COVERED RX	\$128.79
MULROY, JAMES P		082718	362789	MEDICARE PREMIUM/MULROY	\$134.00
RODGERS, GARY H		SEP-NOV18	362790	MEDICARE PREMIUM/RODGERS	\$134.00
STRATTON, MARK		081618	362792	NON COVERED MEDICAL	\$489.96
TRI CITIES LABORATORY		051718RL	362795	NON COVERED MEDICAL	\$32.00
WILLIAMSON, CRAIG E		0621-072118	362798	NON COVERED MEDICAL	\$11.82
		082117-052118		NON COVERED MEDICAL	\$111.95
		091718		NON COVERED MEDICAL	\$41.28
FIRE PENSION TOTAL ****					\$12,219.88
FIREMAN'S PENSION Total ***					\$12,219.88
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
ANDERS, PETER		OCTOBER 2018	362757	MEDICARE PREMIUM/ANDERS	\$121.00
BATES, LAURIE VERN JR			362758	MEDICARE PREMIUM/BATES	\$129.00
BEDEN, LARRY		082118	362759	NON COVERED MEDICAL	\$129.99
		OCTOBER 2018		MEDICARE PREMIUM/BEDEN	\$129.00
BOLSTAD, BARRY			362761	MEDICARE PREMIUM/BOLSTAD	\$134.00
BRUNSON, DALE A			362763	MEDICARE PREMIUM/BRUNSON	\$111.00
BUSH, LEE		091718LB	362764	NON COVERED ASSISTED LIVING	\$6,970.00
		OCTOBER 2018		MEDICARE PREMIUM/BUSH	\$116.00
CASE, MIKE		091718	362766	NON COVERED RX	\$199.14
		092018		NON COVERED RX	\$16.49
		092418		NON COVERED RX	\$33.69
CLEAVENGER, MICHAEL		OCTOBER 2018	362767	MEDICARE PREMIUM/CLEAVENGER	\$134.00
CLEAVENGER, WILL J			362768	MEDICARE PREMIUM/CLEAVENGER	\$120.00
CLEMENTS, JOHN M		0824-090618	362769	NON COVERED MEDICAL	\$160.00
		OCTOBER 2018		MEDICARE PREMIUM/CLEMENTS	\$118.00
COUCH, LARRY			362770	MEDICARE PREMIUM/COUCH	\$133.00
DEMYER, JAMES J			362771	MEDICARE PREMIUM/DEMYER	\$134.00
DRIVER, DOUGLAS D			362773	MEDICARE PREMIUM/DRIVER	\$134.00
DUCHEMIN, ROGER			362774	MEDICARE PREMIUM/DUCHEMIN	\$127.00
GANLEY, JOHN M			362777	MEDICARE PREMIUM/GANLEY	\$119.00
GILL, JAMES GREG			362778	MEDICARE PREMIUM/GILL	\$134.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HEASTON & THOMPSON VISION CLINIC		062718RM	362779	NON COVERED RX	\$221.00
HENAGER BLACK DENTISTRY		082218JG	362780	NON COVERED DENTAL	\$439.50
HIGGINS, FRED C		OCTOBER 2018	362781	MEDICARE PREMIUM/HIGGINS	\$111.00
IMPLANT & PERIODONTAL ASSOC. NW		091818JC	362782	NON COVERED DENTAL	\$220.00
LAGERGREN, KENNETH E DDS		092118RT	362784	NON COVERED DENTAL	\$150.00
LARSON, SCOTT K		OCTOBER 2018	362786	MEDICARE PREMIUM/LARSON	\$134.00
LEWIS, DAVID L			362787	MEDICARE PREMIUM/LEWIS	\$109.00
MOORE, ROBERT			362788	MEDICARE PREMIUM/MOORE	\$114.00
SPARKS, DAVID W			362791	MEDICARE PREMIUM/SPARKS	\$118.00
TAYLOR, RANDAL L			362793	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			362794	MEDICARE PREMIUM/THOMAS	\$118.00
TURNER, ROY			362796	MEDICARE PREMIUM/TURNER	\$127.00
UPTOWN VISION CENTER		092018JC	362797	NON COVERED MEDICAL	\$218.00
WILMOTH, ROD		OCTOBER 2018	362799	MEDICARE PREMIUM/WILMOTH	\$132.00
ZIMMERMAN, GERALD			362800	MEDICARE PREMIUM/ZIMMERMAN	\$118.00
POLICE PENSION TOTAL ****					\$11,865.81
POLICEMEN'S PENSION Total ***					\$11,865.81
FUND 632	UPTOWN BUSINESS IMP DISTRICT				
Division:	000				
UPTOWN BUSINESS IMPROVEMENT DISTRICT		UBID Q3 2018	362631	UBID Q3 2018 PAYMENT	\$2,492.05
UNASSIGNED TOTAL ****					\$2,492.05
UPTOWN BUSINESS IMP DISTRICT Total ***					\$2,492.05
FUND 633	DOWNTOWN BUSINESS IMP DISTRICT				
Division:	000				
RICHLAND DOWNTOWN BUSINESS IMPROVEMNT		DBID Q3 2018	362608	DBID Q3 2018 PAYMENT	\$1,973.00
UNASSIGNED TOTAL ****					\$1,973.00
DOWNTOWN BUSINESS IMP DISTRICT Total ***					\$1,973.00
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
INTERGRAPH CORPORATION	P058942	P180001340	362588	I/FIRE STATION ALERTING PROJEC	\$781.92
VERIZON WIRELESS		9815957991	362749	CELL PHONES 9/07-10/06/18	\$443.43
SECOMM OPERATIONS GENERAL TOTAL ****					\$1,225.35
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00041205	362644	POSITIVE PROMOTIONS INC/DIAL 9	\$3,281.85
		TXN00041485		SKAMANIA LODGE/HAMILTON HOTEL	(\$196.16)
		TXN00041507		APCO MEGA (FALL) FORUM//LETTRI	\$290.00
		TXN00041522		APCO MEGA (FALL) FORUM/DES MAR	\$130.00



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LANGUAGE LINE SERVICES LLC		4418129	362490	E911 TRANSLATION-SEPTEMBER 18	\$10.00
VERIZON WIRELESS		9815957991	362749	CELL PHONES 9/07-10/06/18	\$155.73
E911 OPERATIONS TOTAL ****					\$3,671.42
Division: 602	SECOMM AGENCY				
DESERTGREEN LAWN & TREE CARE LLC		195753	362689	WEED CONTROL BCES	\$26.94
SECOMM AGENCY TOTAL ****					\$26.94
SOUTHEAST COMMUNICATIONS CTR Total ***					\$4,923.71
FUND 642	800 MHZ PROJECT				
Division: 610	800 MHZ				
BENTON PUD		09/18-14900001	362346	UTILITY SRVCS 8/26-9/26/2018	\$654.43
KLICKITAT COUNTY PUD		09/18 69552623	362712	GOLGATHA UTILITIES 8/31-9/28	\$266.46
LEGACY POWER SYSTEMS	P059553	36872	362593	DIAGNOSTIC, PROGRAMMING TRAVEL	\$1,242.43
	P059553			DIAGNOSTIC, PROGRAMMING TRAVEL	\$1,246.16
	P059648	37066		GENERATOR PARTS - BADGER	\$176.66
	P059648			QRTLY GENERATOR INSPECTION - J	\$390.96
	P059648			QRTLY GENERATOR INSPECTION -	\$788.40
	P059648			QRTLY GENERATOR INSPECTION -	\$788.40
	P059648			QRTLY GENERATOR INSPECTION - B	\$788.40
	P059648			QRTLY GENERATOR INSPECTION - B	\$788.40
800 MHZ TOTAL ****					\$7,130.70
800 MHZ PROJECT Total ***					\$7,130.70
FUND 643	EMERGENCY MANAGEMENT				
Division: 620	STATE / LOCAL ASSISTANCE				
AT&T LONG DISTANCE		09/18 03030107210	362342	FAX LINES 8/21-09/22/18	\$12.03
BANK OF AMERICA		TXN00041178	362644	KRISPY KREME #1245/DONUTS FOR	\$33.98
		TXN00041412		STAPLES/POP-UP NOTES	\$12.38
		TXN00041533		COSTCO WHSE #0486/JANITORIAL S	\$10.03
BRASHEAR ELECTRIC INC	P059656	31423	362550	LIGHT REPLACEMENTS	\$126.15
CHARTER COMMUNICATIONS		0706114092018	362357	CABLE SERVICE 09/30-10/29/18	\$29.86
DESERTGREEN LAWN & TREE CARE LLC		195753	362689	WEED CONTROL BCES	\$13.48
FRONTIER		10/18 5096282600	362696	TELEPHONE CHARGE 1/10-11/09/18	\$250.20
VERIZON WIRELESS		9815957991	362749	CELL PHONES 9/07-10/06/18	\$91.92
XEROX CORPORATION		094811941	362755	MX4-322159 BASE/PRINTS-SEPT	\$69.49
STATE / LOCAL ASSISTANCE TOTAL ****					\$649.52
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
AT&T LONG DISTANCE		09/18 03030107210	362342	FAX LINES 8/21-09/22/18	\$12.03
BANK OF AMERICA		TXN00041318	362644	WWW.NEWEGG.COM -CABLES FOR EOC	\$21.77



City Of Richland

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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041346	362644	WWW.NEWEGG.COM/CHARGING CABLES	\$10.47
		TXN00041412		STAPLES/REAM OF BLUE COPY PAPE	\$9.45
		TXN00041533		COSTCO WHSE #0486/KITCHEN SUPP	\$39.12
				COSTCO WHSE #0486/JANITORIAL S	\$10.03
BRASHEAR ELECTRIC INC	P059656	31423	362550	LIGHT REPLACEMENTS	\$126.16
CHARTER COMMUNICATIONS		0706114092018	362357	CABLE SERVICE 09/30-10/29/18	\$29.86
FRONTIER		10/18 5096282600	362696	TELEPHONE CHARGE 1/10-11/09/18	\$250.20
LUDLUM MEASUREMENTS INC	P059559	00456667	362837	CALIBRATE LUDLUM MODEL 12	\$651.60
	P059559			FREIGHT	\$64.07
VERIZON WIRELESS		9815957991	362749	CELL PHONES 9/07-10/06/18	\$86.92
WATER SOLUTIONS INC		19664	362635	WATER FILTRATION 10/7-11/6/18	\$11.22
XEROX CORPORATION		094811941	362755	MX4-322159 BASE/PRINTS-SEPT	\$69.49
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,392.39
Division:	622	DOE EMERGENCY PREPAREDNESS			
BRASHEAR ELECTRIC INC	P059656	31423	362550	LIGHT REPLACEMENTS	\$126.16
CHARTER COMMUNICATIONS		0706114092018	362357	CABLE SERVICE 09/30-10/29/18	\$29.86
FRONTIER		10/18 5096282600	362696	TELEPHONE CHARGE 1/10-11/09/18	\$250.19
HEWLETT PACKARD COMPANY	P059504	60485190-	362829	L8T12AV-CONFIGURABLE-HP Z240 T	\$2,631.94
	P059504	60511076		CONFIGURABLE-HP ELITEBOOK 840	\$1,310.26
	P059504	60511913-		CONFIGURABLE-HP PRODESK 600 G3	\$18,329.18
VERIZON WIRELESS		9815957991	362749	CELL PHONES 9/07-10/06/18	\$91.92
WATER SOLUTIONS INC		19664	362635	WATER FILTRATION 10/7-11/6/18	\$11.22
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$22,780.73
Division:	623	JURISIDICITION			
AT&T LONG DISTANCE		09/18 03030107210	362342	FAX LINES 8/21-09/22/18	\$12.03
BANK OF AMERICA		TXN00041181	362644	ENTERPRISE RENT-A-CAR/CAR RENT	\$1,203.09
		TXN00041183		SHELL OIL 10014653009/FUEL FOR	\$30.04
		TXN00041193		LOVE S TRAVEL 00006502/FUEL FO	\$27.00
		TXN00041236		EXXONMOBIL 48022867/FUEL FO	\$20.75
		TXN00041318		WWW.NEWEGG.COM -CABLES FOR EOC	\$21.77
		TXN00041346		WWW.NEWEGG.COM/CHARGING CABLES	\$10.46
		TXN00041376		WWW.NEWEGG.COM/MOUSE FOR CRAIG	\$4.78
		TXN00041533		COSTCO WHSE #0486/KITCHEN SUPP	\$39.11
				COSTCO WHSE #0486/JANITORIAL S	\$10.03
		TXN00041545		SMART FOODSVC 52305752/KITCHEN	\$10.89
				SMART FOODSVC 52305752/JANITOR	\$0.44
BRASHEAR ELECTRIC INC	P059656	31423	362550	LIGHT REPLACEMENTS	\$126.16
CHARTER COMMUNICATIONS		0706114092018	362357	CABLE SERVICE 09/30-10/29/18	\$29.86
DESERTGREEN LAWN & TREE CARE LLC		195753	362689	WEED CONTROL BCES	\$13.47
FRONTIER		10/18 5096282600	362696	TELEPHONE CHARGE 1/10-11/09/18	\$250.19



City Of Richland

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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		30474458	362845	FIRE EXTINGUISHER SRVC/RECHRG	\$64.72
PITNEY BOWES PURCHASE POWER		09/18-14823173	362508	POSTAGE 09/01/18 TO 09/30/18	\$14.36
WATER SOLUTIONS INC		19664	362635	WATER FILTRATION 10/7-11/6/18	\$11.22
XEROX CORPORATION		094811941	362755	MX4-322159 BASE/PRINTS-SEPT	\$69.49
JURISIDICITION TOTAL ****					\$1,969.86
EMERGENCY MANAGEMENT Total ***					\$26,792.50
FUND 644	MICRO-WAVE				
Division:	611	MICROWAVE			
BANK OF AMERICA		TXN00041421	362644	WALMART.COM 8009666546/ADAPTER	\$84.34
DAY WIRELESS SYSTEMS	P059641	464914	362567	DEPOT REPAIR	\$955.68
	P059649	468417		CARRIER ACCESS WIDE BANK 28	\$1,033.87
MICROWAVE TOTAL ****					\$2,073.89
MICRO-WAVE Total ***					\$2,073.89
FUND 645	SECOMM CONSOLIDATED				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		09/18 03030107210	362342	FAX LINES 8/21-09/22/18	\$36.09
BANK OF AMERICA		TXN00041261	362644	ACT ACCIS membership/ACCIS MEM	\$75.00
		TXN00041270		COSTCO WHSE #0486/FOOD FOR 9-1	\$106.80
		TXN00041272		WAL-MART #3261/FOOD FOR 9-1-1	\$35.32
		TXN00041318		WWW.NEWEGG.COM -CABLES FOR EOC	\$21.44
		TXN00041335		WWW.NEWEGG.COM/KEYBOARD FOR DO	\$52.13
				WWW.NEWEGG.COM/KEYBOARD FOR DO	\$52.12
		TXN00041346		WWW.NEWEGG.COM/CHARGING CABLES	\$10.31
		TXN00041356		TEACHERS WORLD/BULLETIN BOARD	\$29.81
		TXN00041373		TEACHERS WORLD/BULLETIN BOARD	(\$20.59)
		TXN00041376		WWW.NEWEGG.COM/MOUSE FOR CRAIG	\$19.10
		TXN00041412		STAPLES/COPY PAPER	\$75.24
		TXN00041533		COSTCO WHSE #0486/JANITORIAL S	\$270.80
				COSTCO WHSE #0486/KITCHEN SUPP	\$312.93
		TXN00041545		SMART FOODSVC 52305752/JANITOR	\$4.00
				SMART FOODSVC 52305752/KITCHEN	\$43.55
CENTURYLINK		1018/509-786-2112	362683	GENERAL FOR 10/06-11/05/18	\$97.66
CHARTER COMMUNICATIONS		0706114092018	362357	CABLE SERVICE 09/30-10/29/18	\$29.86
CITY OF KENNEWICK		013685	362462	4TH QTR 2018 BI-PIN S/W MAINT	\$429.75
FRONTIER		10/18 5096281472	362826	GENERAL FOR 10/04-11/3/18	\$72.25
		10/18 5096282600	362696	TELEPHONE CHARGE 1/10-11/09/18	\$1,000.79
HARRINGTON'S TROPHIES		78787	362479	DISPATCHER BOARD ENGRAVING	\$9.86
HEWLETT PACKARD COMPANY	P059607	60530480	362829	HP COLOR LASERJET ENTERPRISE M	\$905.11



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HEWLETT PACKARD COMPANY	P059607	60530480	362829	TAX	\$77.84
ON SCENE MEDICAL SERVICES, P.C.		1125	362406	PRE EMP PHYS Z GAGNON	\$120.00
WATER SOLUTIONS INC		19664	362635	WATER FILTRATION 10/7-11/6/18	\$33.67
XEROX CORPORATION		094811941	362755	MX4-322159 BASE/PRINTS-SEPT	\$89.35
SECOMM OPERATIONS GENERAL TOTAL ****					\$3,990.19
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00041412	362644	STAPLES/COPY PAPER	\$75.23
ON SCENE MEDICAL SERVICES, P.C.		1125	362406	PRE EMP PHYS Z GAGNON	\$120.00
E911 OPERATIONS TOTAL ****					\$195.23
Division:	602	SECOMM AGENCY			
BRASHEAR ELECTRIC INC	P059656	31423	362550	LIGHT REPLACEMENTS	\$504.63
OXARC INC		30474458	362845	FIRE EXTINGUISHER SRVC/RECHRG	\$64.73
SECOMM AGENCY TOTAL ****					\$569.36
SECOMM CONSOLIDATED Total ***					\$4,754.78
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE		CISPAY15830	362477	Customer Refund	\$684.99
INVOICES				Customer Refund	\$111.11
		CISPAY15831	362515	Customer Refund	\$21.96
		CISPAY15832	362485	Customer Refund	\$34.22
		CISPAY15833	362503	Customer Refund	\$202.52
		CISPAY15834	362509	Customer Refund	\$34.04
		CISPAY15835	362491	Customer Refund	\$15.30
		CISPAY15836	362471	Customer Refund	\$108.10
		CISPAY15837	362511	Customer Refund	\$65.63
		CISPAY15838	362486	Customer Refund	\$25.31
		CISPAY15839	362470	Customer Refund	\$63.95
		CISPAY15840	362494	Customer Refund	\$23.29
		CISPAY15841	362517	Customer Refund	\$56.02
		CISPAY15842	362514	Customer Refund	\$37.67
		CISPAY15843	362489	Customer Refund	\$124.64
		CISPAY15844	362482	Customer Refund	\$119.06
		CISPAY15845	362711	Customer Refund	\$429.00
		CISPAY15846	362643	Customer Refund	\$658.70
		CISPAY15847	362717	Customer Refund	\$354.14
		CISPAY15848	362681	Customer Refund	\$20.38
		CISPAY15849	362735	Customer Refund	\$120.00
		CISPAY15850	362693	Customer Refund	\$225.75



City Of Richland

VL-1 Voucher Listing

From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15851	362688	Customer Refund	\$144.89
		CISPAY15852	362699	Customer Refund	\$34.40
		CISPAY15853	362704	Customer Refund	\$32.38
		CISPAY15854	362725	Customer Refund	\$568.97
		CISPAY15855	362682	Customer Refund	\$37.22
		CISPAY15856	362687	Customer Refund	\$27.18
		CISPAY15857	362737	Customer Refund	\$29.56
		CISPAY15858	362714	Customer Refund	\$64.22
		CISPAY15859	362707	Customer Refund	\$266.94
		CISPAY15860	362674	Customer Refund	\$115.70
		CISPAY15861	362723	Customer Refund	\$0.50
		CISPAY15862	362718	Customer Refund	\$223.88
		CISPAY15863	362692	Customer Refund	\$307.67
		CISPAY15864	362754	Customer Refund	\$355.72
		CISPAY15865	362746	Customer Refund	\$24.58
		CISPAY15866	362748	Customer Refund	\$20.43
		CISPAY15867	362713	Customer Refund	\$275.40
		CISPAY15868	362753	Customer Refund	\$50.66
		CISPAY15869	362736	Customer Refund	\$35.22
		CISPAY15870	362702	Customer Refund	\$10.14
		CISPAY15871	362691	Customer Refund	\$113.75
				Customer Refund	\$48.23
				Customer Refund	\$34.40
				Customer Refund	\$21.40
				Customer Refund	\$69.07
				Customer Refund	\$15.50
				Customer Refund	\$118.76
		CISPAY15872	362716	Customer Refund	\$119.10
		CISPAY15873	362694	Customer Refund	\$290.09
		CISPAY15874	362703	Customer Refund	\$2.98
		CISPAY15875	362750	Customer Refund	\$26.76
		CISPAY15876	362701	Customer Refund	\$195.60
		CISPAY15877	362722	Customer Refund	\$5.50
		CISPAY15878	362705	Customer Refund	\$113.76
		CISPAY15879	362740	Customer Refund	\$173.93
		CISPAY15880	362690	Customer Refund	\$229.80
		CISPAY15881	362708	Customer Refund	\$45.00
		CISPAY15882	362731	Customer Refund	\$59.04
		CISPAY15883	362724	Customer Refund	\$237.81
		CISPAY15884	362729	Customer Refund	\$918.06



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15885	362673	Customer Refund	\$28.56
		CISPAY15886	362751	Customer Refund	\$137.54
		CISPAY15887	362720	Customer Refund	\$387.26
		CISPAY15888	362710	Customer Refund	\$35.00
		CISPAY15889	362686	Customer Refund	\$16.46
		CISPAY15890	362743	Customer Refund	\$36.78
		CISPAY15891	362732	Customer Refund	\$187.47
				Customer Refund	\$66.39
		CISPAY15892	362728	Customer Refund	\$0.03
		CISPAY15893	362730	Customer Refund	\$32.46
		CISPAY15894	362697	Customer Refund	\$4.76
		CISPAY15895	362677	Customer Refund	\$150.00
		CISPAY15896	362888	Customer Refund	\$79.12
		CISPAY15897	362899	Customer Refund	\$30.69
		CISPAY15898	362927	Customer Refund	\$50.95
		CISPAY15899	362921	Customer Refund	\$217.54
		CISPAY15900	362886	Customer Refund	\$344.30
		CISPAY15901	362950	Customer Refund	\$103.91
		CISPAY15902	362885	Customer Refund	\$140.26
		CISPAY15903	362904	Customer Refund	\$93.69
		CISPAY15904	362907	Customer Refund	\$338.60
		CISPAY15905	362909	Customer Refund	\$20.00
		CISPAY15906	362932	Customer Refund	\$174.47
		CISPAY15907	362981	Customer Refund	\$70.88
		CISPAY15908	362903	Customer Refund	\$240.32
		CISPAY15909	362951	Customer Refund	\$53.09
		CISPAY15910	362964	Customer Refund	\$9.65
		CISPAY15911	362957	Customer Refund	\$145.59
		CISPAY15912	362901	Customer Refund	\$92.24
		CISPAY15913	362876	Customer Refund	\$5.91
		CISPAY15914	362967	Customer Refund	\$68.46
		CISPAY15915	362971	Customer Refund	\$97.89
		CISPAY15916	362980	Customer Refund	\$63.16
		CISPAY15917	362979	Customer Refund	\$60.86
		CISPAY15918	362984	Customer Refund	\$259.66
		CISPAY15919	362975	Customer Refund	\$115.47
		CISPAY15920	362938	Customer Refund	\$220.48
		CISPAY15921	362946	Customer Refund	\$247.89
		CISPAY15922	362895	Customer Refund	\$85.45
		CISPAY15923	362958	Customer Refund	\$110.63



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15924	362976	Customer Refund	\$56.43
		CISPAY15925	362965	Customer Refund	\$147.66
		CISPAY15926	362916	Customer Refund	\$75.57
		CISPAY15927	362891	Customer Refund	\$123.65
		CISPAY15928	362972	Customer Refund	\$154.76
		CISPAY15929	362978	Customer Refund	\$91.94
		CISPAY15930	362873	Customer Refund	\$102.17
		CISPAY15931	362966	Customer Refund	\$42.15
		CISPAY15932	362874	Customer Refund	\$128.83
		CISPAY15933	362926	Customer Refund	\$45.41
		CISPAY15934	362908	Customer Refund	\$110.68
		CISPAY15935	362945	Customer Refund	\$84.78
		CISPAY15936	362963	Customer Refund	\$51.79
		CISPAY15937	362913	Customer Refund	\$71.41
		CISPAY15938	362871	Customer Refund	\$82.67
		CISPAY15939	362931	Customer Refund	\$41.46
		CISPAY15940	362944	Customer Refund	\$42.27
		CISPAY15941	362969	Customer Refund	\$4.29
		CISPAY15942	362954	Customer Refund	\$118.73
		CISPAY15943	362942	Customer Refund	\$69.02
		CISPAY15944	362905	Customer Refund	\$9.34
		CISPAY15945	362868	Customer Refund	\$121.68
		CISPAY15946	362920	Customer Refund	\$26.06
		CISPAY15947	362922	Customer Refund	\$125.17
		CISPAY15948	362939	Customer Refund	\$96.21
		CISPAY15949	362884	Customer Refund	\$101.26
		CISPAY15950	362929	Customer Refund	\$93.47
		CISPAY15951	362933	Customer Refund	\$86.83
		CISPAY15952	362970	Customer Refund	\$242.80
		CISPAY15953	362940	Customer Refund	\$109.13
		CISPAY15954	362934	Customer Refund	\$211.70
		CISPAY15955	362897	Customer Refund	\$23.24
		CISPAY15956	362881	Customer Refund	\$97.84
		CISPAY15957	362960	Customer Refund	\$21.04
		CISPAY15958	362961	Customer Refund	\$1.53
		CISPAY15959	362937	Customer Refund	\$128.90
		CISPAY15960	362986	Customer Refund	\$106.62
		CISPAY15961	362919	Customer Refund	\$104.14
		CISPAY15962	362943	Customer Refund	\$117.53
		CISPAY15963	362928	Customer Refund	\$214.74



City Of Richland

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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15964	362930	Customer Refund	\$45.36
		CISPAY15965	362936	Customer Refund	\$53.18
		CISPAY15966	362947	Customer Refund	\$108.16
		CISPAY15967	362917	Customer Refund	\$113.06
		CISPAY15968	362935	Customer Refund	\$48.35
		CISPAY15969	362968	Customer Refund	\$45.15
		CISPAY15970	362955	Customer Refund	\$108.16
		CISPAY15971	362889	Customer Refund	\$47.06
		CISPAY15972	362877	Customer Refund	\$92.97
		CISPAY15973	362890	Customer Refund	\$31.32
		CISPAY15974	362900	Customer Refund	\$1.07
		CISPAY15975	362982	Customer Refund	\$117.03
		CISPAY15976	362912	Customer Refund	\$114.83
		CISPAY15977	362898	Customer Refund	\$105.81
		CISPAY15978	362953	Customer Refund	\$108.39
		CISPAY15979	362952	Customer Refund	\$115.88
		CISPAY15980	362977	Customer Refund	\$112.45
		CISPAY15981	362987	Customer Refund	\$41.38
		CISPAY15982	362887	Customer Refund	\$81.33
		CISPAY15983	362883	Customer Refund	\$36.00
		CISPAY15984	362956	Customer Refund	\$79.93
UNASSIGNED TOTAL ****					\$18,915.62
UTILITY BILL CLEARING FUND Total ***					\$18,915.62



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From: 10/8/2018 To: 10/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$3,347,216.01

Number of Invoices

Amount

Vouchers In Richland	303	\$261,078.65
Vouchers In Tri Cities	134	\$588,323.16
Vouchers In WA	270	\$858,078.36
Vouchers Outside WA	1342	\$1,639,735.84
Vouchers Final Total.....	2049	\$3,347,216.01

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$460.21	0.01%
2	BENEFITS	\$132,331.43	3.95%
3	SUPPLIES	\$546,004.39	16.31%
4	OTHER SERVICES & CHARGES	\$1,290,671.95	38.56%
5	INTERGOVERNMENTAL SERVICES	\$172,083.76	5.14%
6	CAPITAL PROJECTS	\$788,451.97	23.56%
	MACHINERY & EQUIPMENT	\$11,705.28	0.35%
	REFUNDS	\$18,915.62	0.57%
9	INTERFUND SERVICES	\$98.41	0%
	INVENTORY PURCHASES	\$386,492.99	11.55%
	Total	\$3,347,216.01	