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

City Council Pre-Meeting Workshop - 6:15 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (45 minutes)
   - Cindy Reents, City Manager

2. Disposition of 840 Northgate Building and Property (Development Services Center) (15 minutes)
   - Joe Schiessl, Parks and Public Facilities Director

3. Discuss Meeting Agenda Items (15 minutes)
   - City Councilmembers

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. Annual Hanford Communities Report (10 minutes)
   - Pam Brown-Larsen, Hanford Projects Manager

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

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

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

Minutes:

5. Approve the Minutes of the City Council Meeting Held on December 4, 2018
   - Heather Kintzley, City Attorney

Ordinances - First Reading:

6. Ordinance No. 01-19, Amending Richland Municipal Code Section 15.20.020 related to Recycling Rates
   - Pete Rogalsky, Public Works Director

7. Ordinance No. 02-19, Approving a Zone Change on 6.15 Acres from Agriculture (AG) to Retail Business (C-2)
   - Kerwin Jensen, Community Development Director

Ordinances - Second Reading/Passage:

8. Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers
   - Pete Rogalsky, Public Works Director

9. Ordinance No. 67-18, Approving the 2022 Council Compensation Plan
   - Cathleen Koch, Administrative Services Director

10. Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board
    - Heather Kintzley, City Attorney

11. Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission
    - Heather Kintzley, City Attorney

Resolutions – Adoption:

12. Resolution No. 174-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Fiber Optical Cables related to Duportail Bridge Project
    - Pete Rogalsky, Public Works Director

13. Resolution No. 175-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Electrical Power Lines related to Duportail Bridge Project
    - Pete Rogalsky, Public Works Director

14. Resolution No. 176-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Water Main Pipelines related to the Duportail Bridge Project
    - Pete Rogalsky, Public Works Director

15. Resolution No. 177-18, Declaring Surplus Certain Remnant Portions of Lawless Park
    - Joe Schiessl, Parks and Public Facilities Director

16. Resolution No. 178-18, Authorizing a Purchase and Sale Agreement for Surplus Property Formerly Associated with Lawless Park
    - Joe Schiessl, Parks and Public Facilities Director

17. Resolution No. 179-18, Reauthorizing the Purchase and Sale Agreement with River Trails Club, LP
    - Pete Rogalsky, Public Works Director

18. Resolution No. 180-18, Awarding Bid to DW Excavating, Inc. for the Sanitary Sewer Lift Station Replacement Project at Keck Boulevard
    - Pete Rogalsky, Public Works Director

19. Resolution No. 184-18, Approving a Purchase and Sale Agreement with MK Holdings, LLC
    - Kerwin Jensen, Community Development Director

20. Resolution No. 185-18, Terminating Easement No. 51-022179 with the Washington State Department of Natural Resources
    - Pete Rogalsky, Public Works Director

21. Resolution No. 186-18, Authorizing a Purchase and Sale Agreement with Martell Properties, LLC
    - Kerwin Jensen, Community Development Director

Items for Approval:

22. Authorize a Salary Adjustment for the City Manager
    - Cindy Reents, City Manager

Expenditures - Approval:

23. Expenditures from November 26, 2018 - December 7, 2018 for $13,977,521.05 including Check Nos. 262738-263405, Wire Nos. 7226-7255, Payroll Check Nos. 141444-141974, and Payroll Wire/ACH Nos. 10748-10763
    - Cathleen Koch, Administrative Services Director

Items of Business:

24. Resolution No. 187-18, Authorizing a Ninth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.
    - Joe Schiessl, Parks and Public Facilities Director

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Agenda Item

Subject:

Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (45 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Agenda Item

Subject:
Disposition of 840 Northgate Building and Property (Development Services Center) (15 minutes)

Department:
Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Presentations

Subject:

Annual Hanford Communities Report (10 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Ms. Larsen will give the annual Hanford Communities report for 2018.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Minutes

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Approve the Minutes of the City Council Meeting Held on December 4, 2018

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney		Minutes

Recommended Motion:
Approve the Minutes of the City Council Meeting Held on December 4, 2018

Summary:
None.

Fiscal Impact:
None.

Attachments:
1. December 4, 2018 City Council Minutes

MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, December 4, 2018

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

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

Also present was City Manager Reents.

Agenda Item

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

   MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 6:00 P.M. TO DISCUSS PER RCW 42.30.110(1)(g) PERFORMANCE REVIEW OF PUBLIC EMPLOYEE FOR 60 MINUTES.

   COUNCILMEMBER ANDERSON MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:00 P.M.

2. Executive Session Per RCW 42.30.110(1)(ii): Discuss Current or Potential Litigation with Legal Counsel

   City Attorney Kintzley joined the meeting.

   COUNCILMEMBER ALVAREZ MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.110(1)(II): DISCUSS CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL FOR 10 MINUTES.

   MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M.

3. Net Metering

Administrative Services Director Koch, Public Works Director Rogalsky, Energy Services

Director Whitney, and City Clerk Hopkins joined the meeting.

Mr. Whitney said the Utility Advisory Committee has reviewed the rate structure for net metering and made recommendations for a separate delivery and received rate for solar connections. He said an ordinance regarding the net metering rates will be on a January 2019 agenda for Council action.

4. Discuss Meeting Agenda Items

Council briefing discussed items on the agenda.

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

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

Welcome and Roll Call

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

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

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

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

6. Proclamation of Appreciation to Amanda Wallner for Service on the Planning Commission (5 minutes)

Councilmember Lemley read the proclamation and presented it to Ms. Wallner. Ms. Wallner thanked Council for the recognition and noted she is now a Marketing Specialist for Richland.

7. New Hire/Retirements (5 minutes)

Ms. Jubb said there were no retirements and continued by introducing the new hires:

Christian Jabri, Police Officer; Ty Russell, Maintenance Worker I; Kyle Arsanto, Construction & Maintenance Worker II; and Rebecca Bishop, IT Business Analyst.

Public Hearing
Ms. Kintzley read the decorum procedure for public comments.
City Clerk Hopkins read the Public Hearing and Public Comments procedures.

8. 2019 Community Development Block Grant (CDBG) and HOME Funding Recommendations - Resolution Nos. 170-18 & 171-18

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

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

Mayor Thompson opened the public hearing 7:58 p.m. and closed the hearing at 7:58:15 p.m.

Public Comments
Mayor Thompson opened the Public Comments at 7:58 p.m.

Andrue Ott, 110 Davenport Street, Richland, WA, said Washington State voters made recreational cannabis legal and he supports a vote of the people regarding the cannabis moratorium.

Ryan Cooper, Chair of Libertarian Party, 425 S. Olympia Street, Kennewick, WA, supports a vote of the people regarding the cannabis moratorium.

Daniel Howe, 10017 Willow Way, Richland, WA, supports a vote of the people regarding the cannabis moratorium.

Cheyenne Brown, 1514 Goethals, Richland WA, agrees with previous speakers.

Jennifer Mondo, 231908 E 549 PR SE, Kennewick, WA, supports the cannabis moratorium.

Mike Wingfield, 87 Waldron Street, Richland, WA, supports a vote of the people regarding the cannabis moratorium.

Kimberly Heath, 743 Meadows Drive South, Richland, WA, supports the moratorium on cannabis.

Victoria, Richland, WA, pointed out that a cannabis shop requires ID to get in the store and

ID to purchase and if cannabis is sold legally, it is not worth the risk for drug dealers to sell it.

Tim Wilcoxson, 2561 Violet Court, Richland, WA, supports legalizing the retail sale of cannabis.

Dave Hedengren, 1730 Albany Court, Richland, WA, supports the Council's decision to have a workshop to discuss the cannabis options and keep it transparent to citizens.

Andy Webster, 2110 Torbett Street, Richland, WA, asked for people in the audience to raise hand if they support legalized cannabis.

Shawn Griffith, 1126 Benham Court, Richland, WA, supports the Council discussion on legalizing the retail sale of cannabis.

Austin Pierre Saget, 5826 W. Metaline Avenue, Kennewick WA, supports legalizing the retail sale of cannabis.

Robert Benedetti, 400 Broadmoor, Richland, WA, congratulated Mr. Ott on getting over 4,600 signatures. He said he tried cannabis for his Parkinson's disease and it did not work for him.

Brianna Mills, 1421 Potter Avenue, Richland, WA, supports legalizing the retail sale of cannabis.

Randy Slovic, 74 Newcomer Street, Richland, WA supports legalizing the retail sale of cannabis.

Robert Parr, 667 Hanford, Richland, WA, believes enforcement, safe guards and licensing have not been fully developed regarding the use and sale of cannabis and recommends doing a revenue audit before making a decision on the retail sale of cannabis.

Brad Klippert, 2301 South Rainier Street, Kennewick, WA, supports the moratorium on cannabis.
Barbara Poulson, 2308 Olympia Street, Richland, WA, supports the moratorium on cannabis.

Carly Hodges, 1005 Warren Court, Richland, WA, supports legalizing the retail sale of cannabis.

Doug McKinley, Richland, WA, supports legalizing the retail sale of cannabis.

Kerry Williams, Richland, WA, stated the sale of cannabis is not a positive influence when located near a home and she applauds the Council's decision to hold a workshop to consider their options regarding cannabis.

A Kennewick citizen said he invites everyone to Denny's after the Council meeting to meet and continue the discussion.

Mayor Thompson closed Public Comments period at 8:41 p.m.

Consent Calendar
City Clerk Hopkins read the Consent Calendar.

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

Minutes

9. Approve the City Council Meeting Minutes for November 20, 2018

Ordinances - First Reading

10. Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers

11. Ordinance No. 67-18, Approving the 2022 Council Compensation Plan

12. Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board

13. Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission

Ordinances - Second Reading/Passage

14. Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax

15. Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way

16. Ordinance No. 66-18, Approving Amendments to the 2018 Budget

Resolutions – Adoption

17. Resolution No. 110-18, Authorizing a Power Purchase Agreement with Potelco, Inc. for Horn Rapids Solar, Storage and Training Project Site

18. Resolution No. 148-18, Authorizing a Street Latecomer Agreement with Richland 132, LLC for segments of Bellerive Drive and Center Parkway

19. Resolution No. 166-18, Authorizing Submission of a Grant Application to the Washington State Recreation and Conservation Office

20. Resolution No. 167-18, Approving an Application for Funding from the Business License Reserve Fund to Construct ADA-Compliant Traffic Signal Improvements

21. Resolution No. 168-18, Approving a Purchase and Sale Agreement with JJA Properties, LLC

22. Resolution No. 169-18, Authorizing the Purchase of 1.75 Acres from Del Rey Development Company, Inc. for a Future Fire Station

23. Resolution No. 170-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program for 2019

24. Resolution No 171-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2019

25. Resolution No. 172-18, Authorizing an Agreement with Energy Incentives for Residential Energy Efficiency Program Support

Items for Approval

26. Appointment to the Planning Commission: Phillip Keuhlen

Expenditures - Approval

27. Expenditures from November 12, 2018 - November 23, 2018 for $7,142,498.90 including Check Nos. 262428-262737, Wire Nos. 7208-7225, Payroll Check Nos. 140908-141443, and Payroll Wire/ACH Nos. 10733-10747

Items of Business

28. Resolution No. 173-18, Authorizing an Agreement with McKay & Sposito for the Wayfinding Signage Capital Improvement Project

Mr. Schiessl said in 2017, the Tri-Cities Visitor and Convention Bureau (TCVCB) facilitated a branding effort for the Tri-Cities that was endorsed by the region and included a recommendation to create informational wayfinding signage. In 2018, the TCVCB, in coordination with local city, county and port jurisdictions, developed of an informational wayfinding signage plan known as the Merje Plan.

The Merje plan is conceptual and ready to be engineered for implementation. Richland and its partners are aligned with regard to project investment and schedule. McKay and Sposito, Inc. was recently selected through a competitive selection process to complete the engineering, oversee procurement, and provide construction administration services relative to the City's wayfinding signage capital improvement project.

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

COUNCILMEMBER KENT MOVED AND MAYOR THOMPSON SECONDED A MOTION TO ADOPT RESOLUTION NO. 173-18. THE MOTION CARRIED MOTION 7-0.

City Manager

Ms. Reents had no comments.

City Council

Councilmember Kent thanked the public for giving respectful comments.

Councilmember Alvarez thanked Mr. Ott for his efforts and said he will weigh all sides of the cannabis issue and will seek more education on the topic.

Councilmember Lemley said he looks forward to the process of discussing the cannabis issue and becoming more educated on the topic.

Councilmember Lukson said he appreciated the hard work that went into the petition and obtaining the engagement of citizens. He supports going with the majority of citizen's opinions regarding the cannabis issue.

Mayor Pro Tem Christensen said he appreciated the citizen participation and their respectfulness. He pointed out that it would cost $90,000-$100,000 to put the cannabis issue on the February ballot, if no other topics are added. He said placing it on the November General Election would cost considerably less.

Mayor

Mayor Thompson said over time, the culture changes and culture is what sets policy. He said he also looks forward to more education on the cannabis issue.

Adjournment

Mayor Thompson adjourned the meeting at 8:58 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 Agenda Category: Ordinances - First Reading

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 01-19, Amending Richland Municipal Code Section 15.20.020 related to Recycling Rates

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	01-19	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 01-19, amending Richland Municipal Code Section 15.20.020 related to recycling rates.

Summary:
The City Solid Waste Utility offers a variety of elective recycling collection services. To support those services, the City contracts the processing and marketing of the collected recyclable materials through a local vendor. The City has renewed its contract in the past two years, and believes it reflects the best value available as defined by the competitive pricing process. The costs of material processing and marketing have, nonetheless, increased dramatically over the past twelve to eighteen months.

At its July 10, 2018 meeting, the Utility Advisory Committee (UAC) was presented with data illustrating a significant processing cost increase for recycled materials. In keeping with City utility rate-setting policies, the UAC signaled its preference to address the rising recycling costs by increasing rates for these elective services. This issue was then presented to the City Council at its August 28 workshop meeting. Council indicated its support for an incremental increase in recycling service rates. At the November 12, 2018 UAC meeting, the Committee considered detailed rate model data, and adopted a recommendation that Council increase recycling service rates to partially offset the increased costs of recycled material processing.

Staff completed an analysis of revenue requirements for the recycling services. To recover the full incremental cost of these services, rate increases are needed. For a residential curbside recycling customer, the necessary rate increase will be $1.84 per month. Staff and the UAC are recommending a two-year program to achieve these rate increases. Staff is further recommending that the UAC review additional data in 2019 to re-calibrate, if necessary, the recommended second incremental increase.

Ordinance No. 01-19 would implement the staff and UAC recommendation, with the rate increases realized on the February 2019 utility bills. The rate increase for a residential curbside customer will be $0.90 per month.

Fiscal Impact: If customer participation remains the same, the proposed rate increase will generate approximately $88,000 annually in new revenue to support the recycling program.

Attachments:
1. Ordinance No. 01-19

ORDINANCE NO. 01-19

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 15.20.020 related to schedule for service charges.

WHEREAS, the City of Richland's Solid Waste Utility offers recycling services to residential and commercial customers; and

WHEREAS, the City provides for the collection of recyclable materials, and contracts with a third party for processing and marketing of the collected materials; and

WHEREAS, the recycled material processing industry is international in nature and subject to global policy decisions; and

WHEREAS, in 2018, the City absorbed significantly higher costs for processing and reuse of its recyclable materials due to changes in international material processing policies; and

WHEREAS, the City's utility rate setting policies direct that rates reflect the cost of service for each customer class and service; and

WHEREAS, current recycling rates do not cover the cost of providing recycling services; and

WHEREAS, at its November 13, 2018 meeting, the Utility Advisory Committee (UAC) reviewed staff's analysis and recommendation regarding a proposed rate action. The UAC concluded its review with a motion to support staff's recommendation to increase recycling service rates; and

WHEREAS, the City has a practice of enacting large rate increases in phases over time; and

WHEREAS, the proposed rate increases, by percentage, are higher than ten percent (10%). In order to remain consistent with the practice of enacting large rate increases in phases over time, the increase to recycling service rates approved by this Ordinance No. 01-19 will leave rates below the level of full cost recovery until such time as material processing costs decline or until a second rate increase is adopted.

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

Section 1. Richland Municipal Code Section 15.20.020, titled Schedule for service charges, as enacted by Ordinance No. 79, and last amended by Ordinance No. 50-17, is hereby amended to read as follows:

15.20.020 Schedule for service charges.
A. Residences. The owner or current tenant of each occupied residence other than those specified under special charges as authorized in RMC 15.12.050 shall be charged in accordance with the following schedule for the collection and removal of normal accumulations of refuse placed in the residential container(s) for disposal. The foregoing shall not include the removal of refuse resulting from major renovations or new construction or of earth, rocks, sod, dead animals, animal wastes, lead acid batteries or liquids.

Residential requests for call back or returns by solid waste personnel to empty containers which had cars parked too close to a container; were not at curbside and in street by 6:00 a.m.; were packed in such a way that refuse would not exit the container when tipped; or to pick up additional refuse will be charged a call back fee.

MONTHLY RESIDENTIAL SOLID WASTE RATES

	Monthly Rate	**Residential Call Back**
Basic Refuse Service	$17.50	$12.00
Refuse – No Yard Waste	16.65	12.00
Recycling – Optional Additional Fee	~~5.70~~ 6.60	12.00
Additional Refuse Container Fee	8.15	N/A
Additional Yard Waste or Recycling Container	2.00	N/A

All residential services will receive one gray container for household waste and one green container for yard waste identified by their color. The household (gray) container will be picked up weekly on the designated collection day. The yard waste (green) container will be collected every other week throughout the year except during extended freezing periods.

Yard waste (green) containers shall only contain vegetation material such as grass clippings and plant trimmings including woody material less than 12 inches in diameter. Dirt, construction and demolition debris, packaging or bags, tree branches of more than 12 inches in diameter, or rubble is not allowed in the yard waste containers. Failure to use this container as described will result in no service to the can with follow up communication on the reason/corrective action needed. If the practice continues, it could lead to additional charges being applied and/or termination of yard waste service.

A residence may be considered exempt from having a yard waste container and fee if all landscape space is commonly owned, such as is found at condominiums with a homeowners' association. Residences meeting this criterion will only be billed the "Refuse – No Yard Waste" fee once they have contacted the director and the exemption has been verified.

Recycling collection service will be available to all Richland residential customers upon request. If requested, a blue recycling container will be delivered to the customer and recycling will be collected on an every-other-week basis on the designated collection day. Allowed recycled materials are cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Repeated failure to use this container as described could result in termination of service.

Extra curbside garbage service is available upon request. Extra waste shall be bagged or bundled as described in RMC 15.08.140 and placed at the curb on the customer's normal collection day. A charge of $3.00 will be applied for each additional garbage can load.

B. Occupied Residences. A residence shall be considered occupied until the owner or his authorized agent notifies the city's utility billing department that the unit is vacant. Vacancy status starts the date the owner gives proper notice or at a date specified in the future by the owner. A residence is considered occupied until it no longer contains personal property. Upon notification to the city, the account can be placed in abeyance for a fee of $20.00, which will suspend the monthly refuse charge until notification of occupancy is received by utility billing.

C. Condominiums and townhouse occupants are considered residential customers and billed accordingly. If space is not available for individual containers, the director will identify a container storage location and container size that will accommodate the occupants. Billing of shared refuse containers will be to the homeowners' association account or similar shared user account.

D. All multifamily housing units will have commercial containers appropriately sized for the refuse demand placed at the housing complexes and refuse services will be billed to the landlord/owner account. If shared container service is not practical, the landlord/owner account will be charged the individual service rate per this code and individual residential containers provided.

E. Drop box container service rates are indicated in the following schedule. Drop box container services will be considered temporary for the first two months of service and charged per day rent charges accordingly. After two consecutive months of service, users will be considered permanent. Disposal fees are subject to a one-ton minimum.

MISCELLANEOUS COMMERCIAL CONTAINER RATES
DROP BOX CONTAINER SERVICE

Year in Effect	Container Type/Descriptor	Hauling Fee	Disposal Charge per Ton	Per Day Rent Charge	Delivery Charge
Rate	Drop Box – Permanent	$150.00	$48.00	N/A	$45.00
	Drop Box – Temporary	150.00	48.00	$5.00	45.00

* Monthly Minimum Fee – Drop box containers that are not picked up at least monthly will be charged a minimum fee consisting of: one hauling fee, a one-ton disposal charge, and per day rent charges.

All drop box containers that are overloaded, blocked or not ready to haul when the scheduled service arrives will be charged $45.00 for the additional service attempt.

F. Commercial. With the exception of large accounts covered by special contract, the refuse charge for commercial accounts will be at the rates indicated in the following schedules.

In the Uptown and Parkway shopping centers, the commercial refuse charge will be billed according to the table below for the classification of business occupying the parcel/rental space. The owner of record per the Benton County auditor's office will be billed when multiple tenants occupy one parcel. On parcels with one tenant, refuse will be billed to the active utility account for that tenant. When these parcels are vacant, the utility charges will revert to the owner/landlord account. Abeyance is not allowed for vacant status due to the container being shared and still needing service on a regular basis. Review and adjustment of charges will be available annually to keep the customer accounts current with the classification of businesses in each space.

Classification	Service Type	Rate
Office/Service	100 gallon	$19.60
Small Retail	1 yard	54.10
Medium Retail	2 yard – Twice a week	165.65
Large Retail	6 yard	192.75
Small Restaurant	2 yard	82.80
Medium Restaurant	2 yard – Twice a week	165.65
Large Restaurant	8 yard	290.00

Commercial customers who prohibit access for scheduled container pickup shall be charged a call back charge. Examples of prohibited access include, but are not limited to, cars parked too close to a container, locked refuse enclosures, or cars blocking container enclosures.

Commercial customers who overload the provided refuse container will be charged a $15.00 per yard charge for the extra refuse. Repeated incidents of this situation will subject the customer to a review of their service by the director and a possible requirement to increase container size or collection frequency.

COMMERCIAL COLLECTION RATES

Container Size	Collection Frequency per Week					Unscheduled Pickup	Commercial Call Back	Container Size Change Fee
	1X	2X	3X	4X	5X			
100 gallon	$19.60	$39.20	$58.85	$78.45	$98.05	$18.85	$26.00	$50.00
1 yard – 300 gallon	54.10	108.10	162.15	216.05	270.15	50.90	26.00	50.00
2 yard	82.80	165.65	248.45	331.25	414.05	50.90	26.00	50.00
4 yard	145.00	290.00	435.00	579.90	724.90	48.10	26.00	50.00
5 yard	168.80	337.70	506.60	675.40	844.25	58.30	26.00	50.00
6 yard	192.75	385.50	578.15	770.85	963.55	68.35	26.00	50.00
8 yard	221.75	443.50	665.25	887.00	1,108.75	88.40	26.00	50.00
Commercial cardboard recycling	~~40.30~~ 51.80	~~80.55~~ 103.50	~~120.80~~ 189.70	~~160.95~~ 206.80	~~201.25~~ 316.00	24.35	26.00	50.00

* Compacted front and rear loader refuse will be charged at two times (double) the uncompacted rate.

G. Commercial recycling is an optional service. The recycling container allows for a mix of recyclable materials in one 96- or 300-gallon container. The allowed recyclables include cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill. Call back fees apply for any recycling containers that are not accessible on the scheduled pickup day.

COMMERCIAL RECYCLING RATES

Container Size	EOW* Service	Weekly Service	Unscheduled Pickup
96 Gallon	~~$5.70~~ $6.60		
300 Gallon	~~13.90~~ 16.10		
96 and 300 Gallon – Call Back	12.00		
4 Yard		~~$116.45~~ $135.20	$26.90
6 Yard		~~148.10~~ 172.00	34.20
8 Yard		~~179.75~~ 208.70	41.50

* EOW = Every Other Week – frequency container is picked up.

H. Disposal of residential waste at the Richland landfill will be subject to the following rates:

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Resident	Up to 1,200 lbs. Over 1,200 lbs.	$10.00 See Commercial Rate	Ordinary residential waste including, but not limited to, construction and demolition waste and extra refuse.
Richland Resident	All	$0.00	Clean yard waste.
Non-Richland Resident	Up to 1,200 lbs. Over 1,200 lbs.	$25.00 See Commercial Rate	Ordinary residential waste including, but not limited to, construction and demolition waste and extra refuse.
Non-Richland Resident	Up to 1,200 lbs.	$15.00	Clean yard waste.
Appliances Containing CFCs – Benton County Residents Only	Per appliance	$46.00 each	Appliances containing chlorofluorocarbons, including, but not limited to, refrigerators and air conditioning units.
White Goods – Benton County Residents Only	Per appliance	$7.00 each	Appliances including, but not limited to, stoves, washers, dryers, microwaves, and hot water tanks.
Dead Animals – Benton County Residents Only	Small animals Large animals	$75.00 or $150.00 each	Small animals – dogs, cats, etc., generally less than 100 lbs. Large animals – horses, cattle, etc., approximately 100 lbs. or more.

I. Depositors of commercial loads at the Richland landfill will be charged at rates in accordance with the following schedule:

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Commercial	Up to 1,200 lbs.	$30.00 per load	Garbage, refuse, rubbish and construction remodel demolition waste.
Non-Richland Commercial	Up to 1,200 lbs.	54.25 per load	

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

<table>
<tr><th>Customer</th><th>Load Size</th><th>Rate</th><th>Description/Qualifiers</th></tr>
<tr><td>Richland Commercial</td><td>Over 1,200 lbs.</td><td>51.10 per ton</td><td rowspan="2"></td></tr>
<tr><td>Non-Richland Commercial</td><td>Over 1,200 lbs.</td><td>76.15 per ton</td></tr>
<tr><td>Richland Commercial</td><td>Per ton</td><td>25.00</td><td rowspan="2">Commercial disposal of concrete, asphalt, rock or dirt.</td></tr>
<tr><td>Non-Richland Commercial</td><td>Per ton</td><td>49.00</td></tr>
<tr><td>Richland Commercial</td><td>Per ton</td><td>25.00</td><td rowspan="2">Clean yard waste.</td></tr>
<tr><td>Non-Richland Commercial</td><td>Per ton</td><td>40.00</td></tr>
<tr><td>Richland Commercial</td><td>Per ton</td><td>0.00</td><td rowspan="2">Chipped yard waste. This is limited to organic material chipped to a maximum dimension of three inches using a chipper machine in a commercial operation.</td></tr>
<tr><td>Non-Richland Commercial</td><td>Per ton</td><td>0.00</td></tr>
<tr><td rowspan="3">Tires Only</td><td>Car tires</td><td>4.00 each</td><td rowspan="6">Disposal of tires. The same charge applies to all customers.</td></tr>
<tr><td>Truck tires</td><td>9.00 each</td></tr>
<tr><td>Heavy equipment</td><td>125.00 per ton $30.00 minimum</td></tr>
<tr><td rowspan="3">Tires with Rims</td><td>Car tires</td><td>7.00 each</td></tr>
<tr><td>Truck tires</td><td>12.00 each</td></tr>
<tr><td>Heavy equipment</td><td>125.00 per ton $30.00 minimum</td></tr>
<tr><td>Petroleum Contaminated Soil</td><td>Per ton</td><td>103.00</td><td>Disposal of soil that has been contaminated by gas, diesel or other petroleum products.</td></tr>
<tr><td>Nonfriable Asbestos</td><td>Per ton</td><td>103.00</td><td>Asbestos deemed nonfriable with required certification.</td></tr>
</table>

J. Special Contracts. The city manager, upon approval by council, shall have the authority to enter into contracts with persons who have large volumes or special requirements for collection or disposal of refuse. The price for such special service shall be in an amount sufficient to fully cover the cost to the city for providing such service.

K. All users of the disposal site will receive a receipt for their charges. Requests for production of the signed receipts or scale tickets will be subject to an administrative fee.

Section 2. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland. Billing rate changes shall apply to services rendered after the effective date and billed in the first utility bill of February, 2019.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____________, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

Date Published: ___________

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Ordinances - First Reading

Core Focus Area 3 - Economic Vitality

Subject:
Ordinance No. 02-19, Approving a Zone Change on 6.15 Acres from Agriculture (AG) to Retail Business (C-2)

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	02-19	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 02-19, approving the zone change on 6.15 acres from Agriculture (AG) to Retail Business (C-2).

Summary:
Randall Crosby, owner of 875 Tulip Lane, has applied to rezone four (4) adjacent parcels totaling approximately 6.15 acres from AG (Agriculture) to C-2 (Retail Business).

A properly noticed public hearing was held by the Hearing Examiner on November 5, 2018. The Hearing Examiner issued a report recommending City Council approve the rezone request.

Staff recommends approval of Ordinance No. 02-19 for first reading, by title only.

Fiscal Impact:	Rezoning the property to a commercial zoning designation will result in added tax revenue being generated by the City as a result of additional sales tax generated.

Attachments:
1. Ordinance No. 02-19
2. Tulip Lane Rezone Recommendation to City Council, November 2018
3. FULL Staff Report - Tulip Lane

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 02-19

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 6.15 acres from Agriculture (AG) to Retail Business (C-2); said property being located at 875 Tulip Lane, and adopting the findings and conclusions of the Hearing Examiner as the findings and conclusions of the Richland City Council.

WHEREAS, on November 5, 2018, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Randall Crosby to change the zoning of the property hereafter described in Section 2 and located at 875 Tulip Lane; and

WHEREAS, on November 29, 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 November 5, 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 Retail Business (C-2) when consideration is given to the interest of the general public.

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

BADGER HEIGHTS SUBDIVISION, BLOCK 1, LOT 9 LESS ROW, BLOCK 2 LOTS 5, 12 & 19 LESS ROW, LOCATED WITHIN SECTION 22 OF TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBERS 12298202000-1009, 2005, 2012 & 2013

Section 3. Such property is rezoned from Agriculture (AG) to Retail Business (C-2).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are amended by amending Sectional Map No. 16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

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

Section 6. This ordinance shall take effect 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 __________, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

Date Published: ___________

EXHIBIT A
MAP OF REZONE AREA

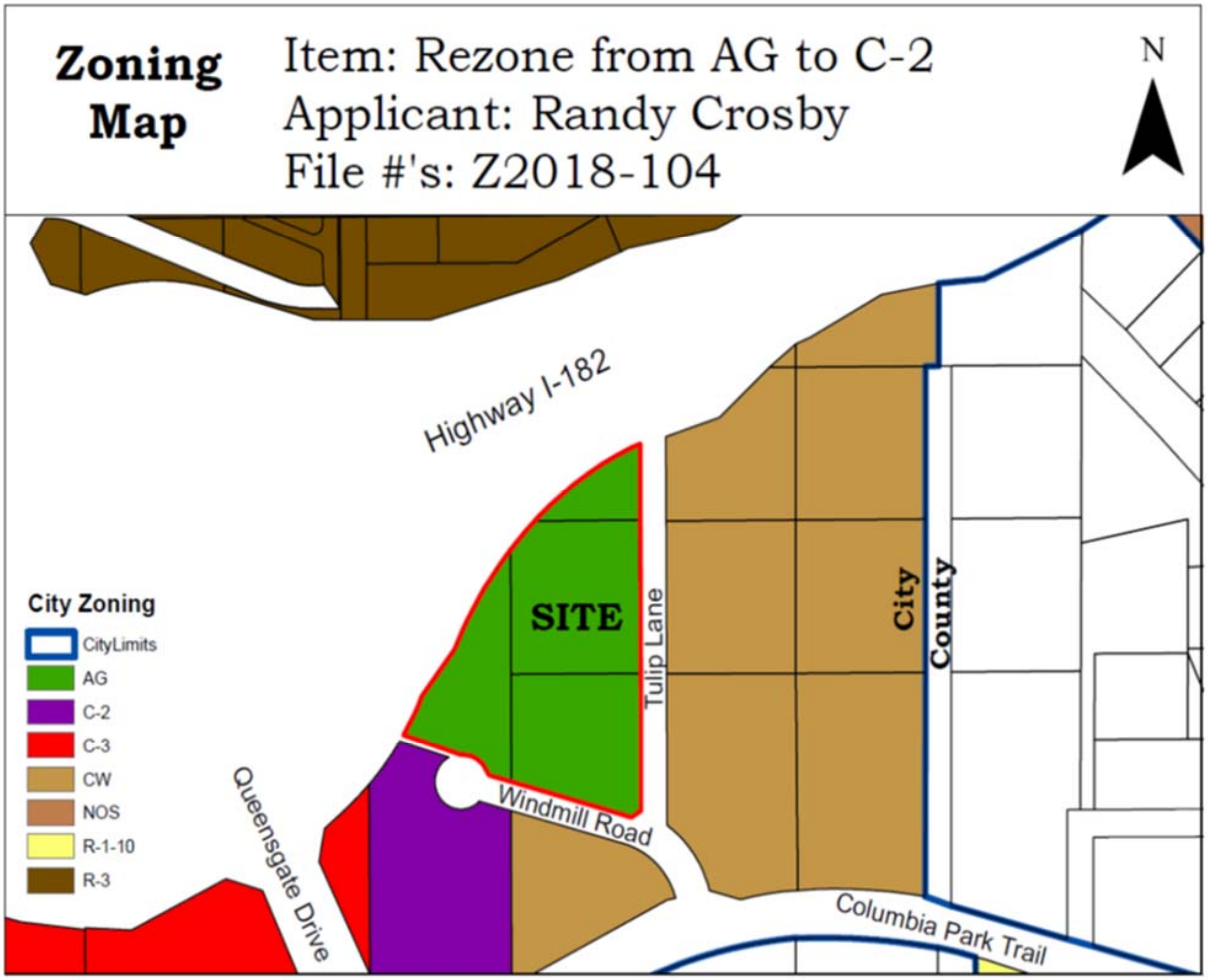
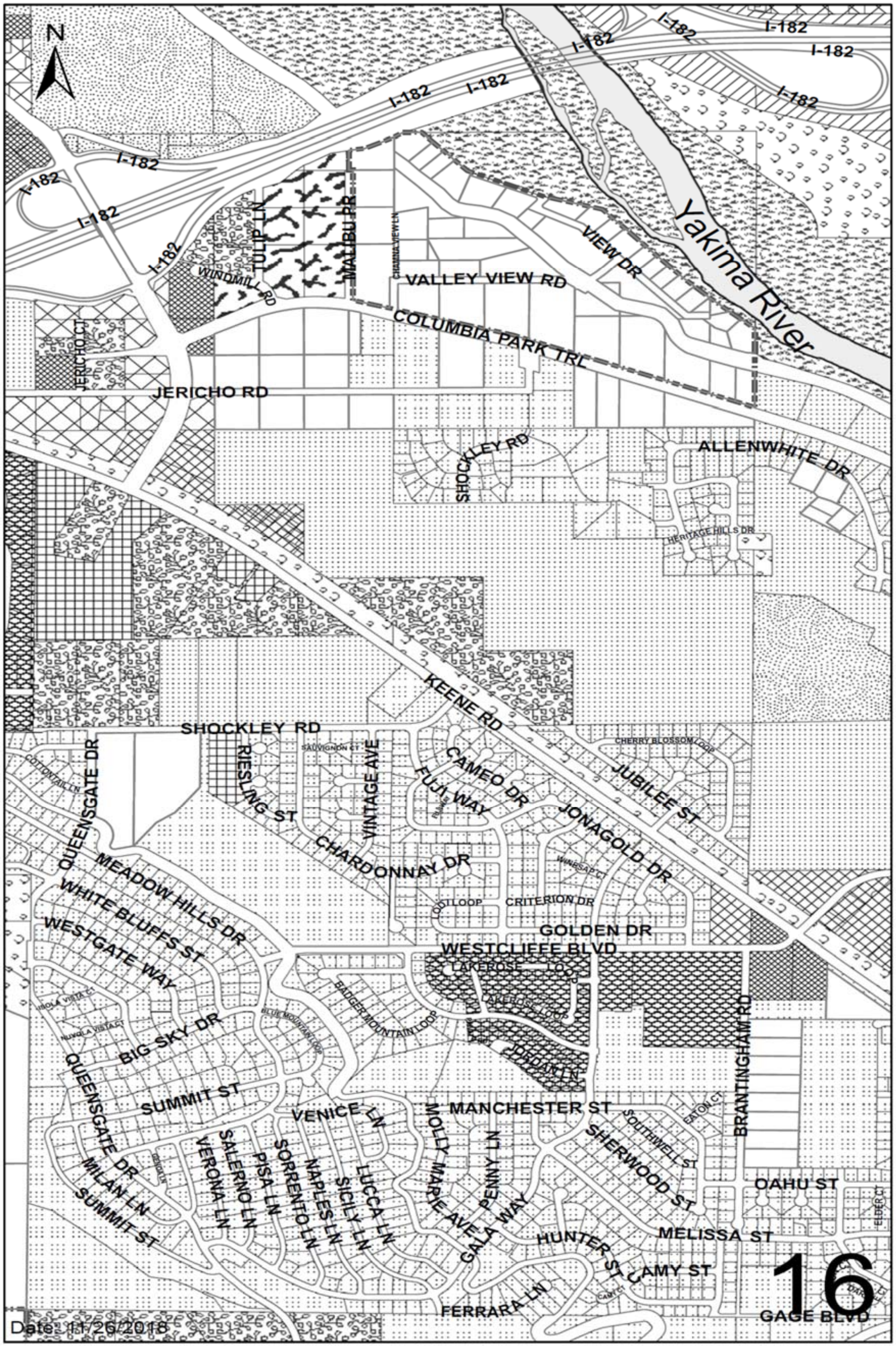


EXHIBIT B
OFFICIAL ZONING MAP



Before Hearing Examiner
Gary N. McLean

BEFORE THE HEARING EXAMINER
FOR THE CITY OF RICHLAND

Regarding the Application to ***Rezone*** four adjacent parcels totaling 6.15 acres in the southeast corner of the Queensgate Drive and Interstate 182 interchange, generally north of Windmill Road and west of Tulip Lane, from AG (Agriculture) to C-2 (Retail Business), General Business), submitted by the property owner(s) RANDALL CROSBY, Applicant,	**File No. Z2018-104** **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 site is the last remaining "Agricultural" zoned 'island' located in the southeast corner of the Queensgate Drive/Interstate 182 interchange. The four parcels addressed in this application are already designated as suitable for Commercial land uses in the City's Comprehensive Plan, and all other properties in the immediate vicinity that are served by the same local road network have already been reassigned zoning other than AG. (*See* Figure 2 on page 4 of the Staff Report). The site is now developed with a winery and vineyard. The Tagaris, Barnard Griffin and Bookwalter wineries are located just across Tulip Lane from the site of this requested rezone. The existing zoning assigned to the site is not consistent with the Comprehensive Plan, nor is it consistent with development patterns and readily accessible urban infrastructure surrounding the property. Based on the Record, the undersigned Examiner recommends APPROVAL by the Richland City Council.

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

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 required[1]; 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).

GARY N. MCLEAN
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 AG (Agricultural) zoning was adopted for the site?

Short Answer: Yes. The site is now deemed suitable for Commercial uses in the City's Comprehensive Plan. The properties at issue are already developed with a winery and vineyard, and the Tagaris, Barnard Griffin and Bookwalter wineries are located just across Tulip Lane from the site. The existing zoning assigned to the site is not consistent with the Comprehensive Plan, nor is it consistent with development patterns and readily accessible urban infrastructure surrounding the property.

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, through its Planning Manager, Mike Stevens, and the applicant's representative, Bryan Cole, presented testimony under oath at the duly noticed public hearing for the underlying application. No one spoke at the hearing to oppose the rezone, but one written comment expressed concern about a potential LID that might be considered to serve surrounding properties. The comment does not provide a legal basis to deny or delay the requested rezone, and any future local improvement district proposal for road improvements, upgraded utility services, or the like – if it ever materialized – would entail extensive public notices and opportunities for affected property owners to comment upon, oppose, or support such item.

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

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. Site photos; and
5. Written public comments.

The Examiner has visited the road network and vicinity of the proposed rezone many times over the last several years, for recreation, and in connection with other development proposals in the immediate area. 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-

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 easy access to and from the Queensgate Drive/Interstate 182 interchange. The area was annexed into the City in 2012, and has experienced significant growth and development on previously vacant tracts of land along or near Queensgate Drive and Columbia Park Trail. Few properties in the City so obviously achieve transportation concurrency goals, given the rezoned site's easy access to an interstate highway, a park & ride lot on an adjacent parcel, and development regulations that would require review and appropriate roadway improvements funded by applicants depending on the nature of any future site specific development proposals.

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 in the record demonstrate that the proposed rezone will designate the property "commercial" allowing for appropriate infill on properties that will be able to take advantage of the City's existing infrastructure network, where potential new commercial uses can conveniently serve the needs of surrounding neighborhoods and workplaces, particularly given the rezoned site's highly-visible and easily accessible location, fronting Interstate 182 to the north with available connections via Tulip Lane and

Windmill Road onto Columbia Park Trail that connects with Queensgate Drive near its interchange with the interstate highway.

4. The Examiner finds and concludes that the facts summarized in this Recommendation and in the Staff Report are consistent with and in furtherance of several goals and policies in the City's Comprehensive Plan, including without limitation Land Use Goal 1 (encourages planned growth in UGA, promotes compatible land uses, facilitating infill developments); LU Goal 2 (promotes sustainable land uses that will take advantage of existing infrastructure network); and LU Goal 5 (promotes connectivity and location of commercial uses that conveniently serve the needs of residential neighborhoods and workplaces).

5. 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, similar to those that would apply to redevelopment proposed on neighboring properties in the area.

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

7. There is no credible, legal or factual basis to delay or deny the requested rezone, which will bring the site into alignment with the City's Comprehensive Plan designation for the area.

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

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

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the Tulip Lane/Crosby application to rezone a 6.15-acre site [assigned File No. Z2018-104], generally located at 875 Tulip Lane, from AG (Agriculture) to C-2 (Retail Business), should be **APPROVED.**

ISSUED this 29th Day of November, 2018

Gary N. McLean
Hearing Examiner

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

GENERAL INFORMATION:

PROPOSAL NAME:	Tulip Rezone
LOCATION:	875 Tulip Lane
APPLICANT:	Randall Crosby
FILE NO.:	Z2018-104
DESCRIPTION:	Request to change zoning on 6.15 acres from AG (Agriculture) to C-2 (Retail Business)
PROJECT TYPE:	Type 3 Site-specific rezone
HEARING DATE:	November 5, 2018
REPORT BY:	Mike Stevens, Planning Manager
RECOMMENDED ACTION:	Approval without a property use and development agreement

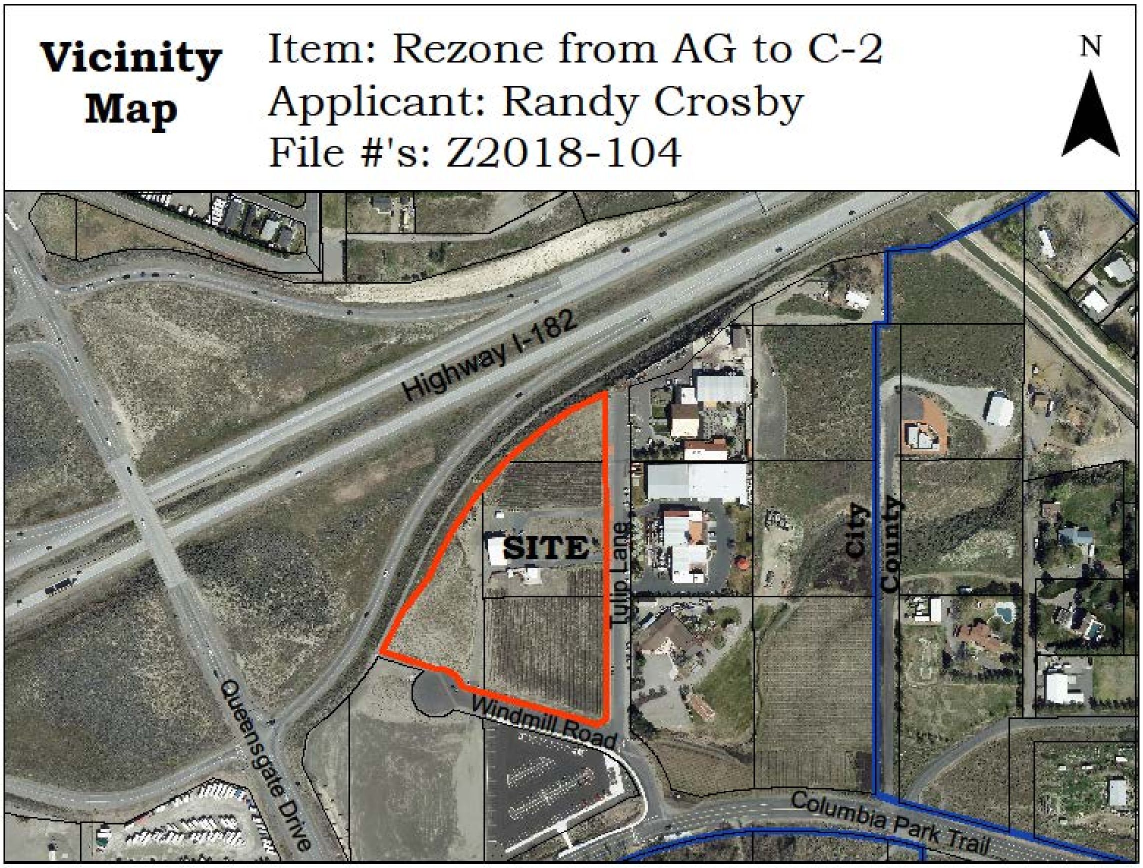


Figure 1 - Vicinity Map

<u>DESCRIPTION OF PROPOSAL</u>
On August 24, 2018, the owner of 875 Tulip Lane (more accurately described later in this report) Randall (Randy) Crosby filed a request to change the zoning on four (4) adjacent parcels totaling approximately 6.15-acres from AG (Agriculture) to C-2 (Retail Business). The unofficially stated reason for filing this request is to make the site available for mixed-use development including commercial and residential uses. The application is attached herein as Exhibit 1.

The existing AG (Agriculture) zoning is a 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. The C-2 (Retail Business) zone provides for a wide range of retail business uses and services compatible with the city’s core; providing a focal point for the commerce. This zoning classification is intended to be applied to some portions of the city that are designated for commercial land uses under the City of Richland Comprehensive Plan.

SITE DESCRIPTION & ADJACENT LAND USES

The site is located immediately east of the Highway I-182 interchange; generally north of Windmill Road and west of Tulip Lane. The site consists of four parcels totaling approximately 6.15 acres and is currently developed with a winery and vineyard with areas of undeveloped scrub-shrub located in the northern and western portions of the property.

North and west of the subject property lies Highway I-182 which separates the commercial area known as Queensgate from the subject property. Immediately east of the property there are three commercial wineries, while property to the south consists of four commercially zoned properties, three of which are undeveloped, while the fourth contains a park-n-ride facility.

An aerial photo of the site is shown in Figure 1 above and ground level site photos taken by city staff are provided in Exhibit 4.

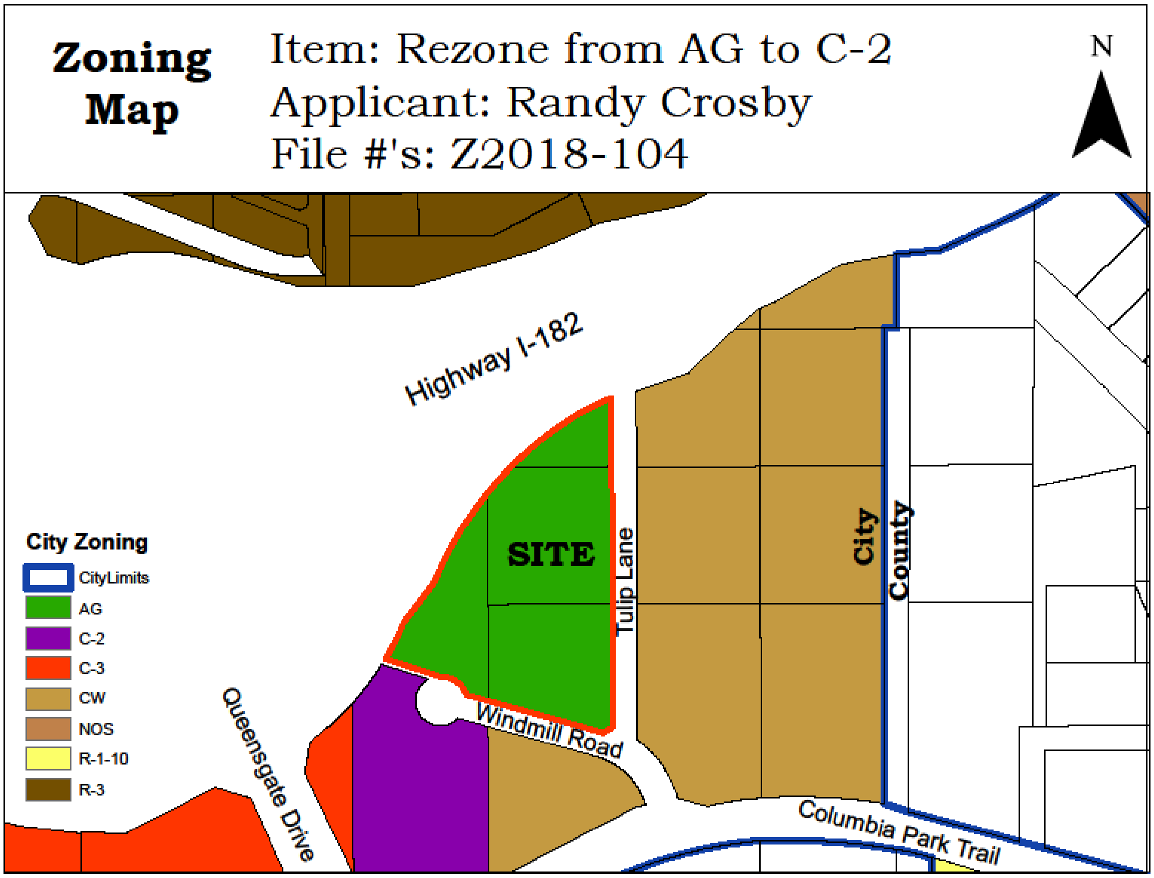


Figure 2 – Zoning Map

ZONING

As illustrated in the zoning map above, AG (Agriculture) zoning is assigned to the subject site, while properties located to the south and east are zoned either C-2 (Retail Business) or CW (Commercial Winery) while the areas located north and west consist of Highway I-182.

The applicant is requesting the current AG zoning be converted to C-2 (Retail Business). The stated purposes of the AG and C-2 zones as set forth in RMC 23.14.010 & 23.22.010, are as follows:

AG Zone Purpose

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.*

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

There are some differences in the dimensional requirements associated with the existing and proposed zones, as shown in the following table:

Zoning	Existing AG	Proposed C-2
STANDARD	**REQUIRED/ALLOWED**	**REQUIRED/ALLOWED**
Min. Lot Area	5 acres	None
Max. Lot Coverage	None	None
Building Setbacks Front Side(s) Rear	 25 ft. 10 ft. 25 ft.	 0 ft. 0 ft. 0 ft.
Building Height	30 ft.	80 ft.

Table 1 – Comparison of AG & C-2 Dimensional Standards

Of primary significance to this application is the implication of transitioning to the set of commercial land uses permitted in the C-2 zone. A complete list of C-2 permitted land uses is included in the commercial land use table from RMC 23.22.030 (Exhibit 2).

PUBLIC NOTICE

Application Date:	August 23, 2018
Notice of Hearing Mailed:	October 1, 2018
Notice of Hearing Posted:	October 1, 2018
Notice of Hearing Published:	October 7, 2018
Public Hearing:	November 5, 2018

A notice of application and public hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 3. As of the date of this report, one written comment was received from the public. Public comments are included herein as Exhibit 5. The letter from an adjacent property owner is in support of the proposed rezone request, but has concerns with a proposed Local Improvement District (LID) that the applicant is hoping to create in order to complete necessary street improvements.

UTILITY AVAILABILITY

A twelve-inch sewer mains extends north along Tulip Lane from Windmill Road, while an eighteen-inch water main is located south of the site within the Windmill Road right-of-way. The owner will be responsible for extending said utility lines onto the site concurrent with future development. Two fire hydrants are currently located south of the site along Windmill Road.

Electricity is currently provided to the site via a municipal electrical line which extends west from the main service line that extends north/south along Tulip Lane.

TRANSPORTATION

In order to access the site one must come from Columbia Park Trail, turn onto Windmill Road and turn north onto Tulip Lane. No roadway improvements are proposed as part of this rezone application. Improvements to the roadways may be necessary in the future as a result of site specific development.

SEPA

No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6) (c) which provides for exemptions under the following circumstances:

> *Where an exempt project requires a rezone, the rezone is exempt only if:*
> *(i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;*

(ii) The proposed rezone is consistent with and does not require an amendment to the Comprehensive Plan; and
(iii) The applicable Comprehensive Plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.

In this case, the proposed project is located within the City and within Richland's urban growth area; the proposed action is consistent with the City's Comprehensive Plan; and the City's Comprehensive Plan was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997.

The following Land Use Map illustrates the City's Comprehensive Plan Commercial Land Use Designation of the site. The requested C-2 zoning classification is intended to be applied to portions of the city that are designated commercial under the City of Richland Comprehensive Plan.

COMPREHENSIVE PLAN

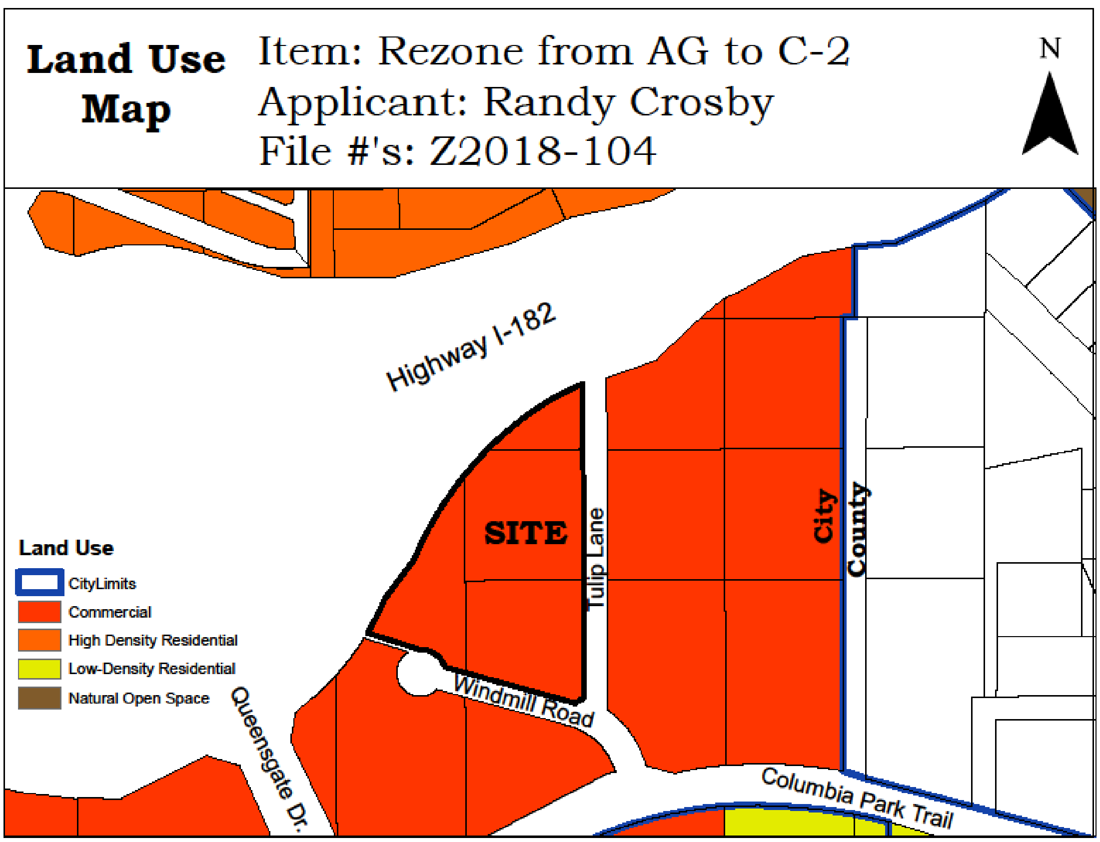


Figure 3 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed rezone application:

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

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

Land Use Goal 2:
Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1 - Maintain a variety of land use designations to accommodate appropriate residential [and] commercial… uses that will take advantage of the existing infrastructure network.

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

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

ANALYSIS

The subject site consists of four platted lots of record and is approximately 6.15 acres in size. The site contains an existing winery and vineyard and is bordered to the west and north by Highway I-182, to the east by three commercial wineries and to the south by undeveloped land and a park-n-ride facility located on commercially zoned property. The subject property and other nearby properties were annexed into the City in 2012 (Ordinance #24-12).

The City's Comprehensive Plan designates the site as suitable for commercial land uses. The purpose statement of the C-2 zone contains the following statement: "…*This [C-2] zoning classification is intended to be applied to some portions of the City that are designated commercial under the City of Richland Comprehensive Plan."* In this way the subject rezone application is consistent with the City's Comprehensive Plan which is the primary reason for staff's recommendation of approval.

Rezoning the site from AG to C-2 will result in a zoning designation being placed on the property that is consistent with the intent of the Comprehensive Plan.

Currently, the AG zoning designation is contrary to the commercial land use designation established for the site by the Comprehensive Plan.

Upon visiting the site, Planning Staff observed no evidence of unique or sensitive biological habitat or species warranting any special protection. Likewise the site is relatively flat, presenting no difficult grading, drainage or other geotechnical challenges.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2018-104) and recommends approval of the request based on the following:

1. The site is comprised of four parcels totaling approximately 6.15 acres in area;

2. The site is currently zoned AG (Agriculture);

3. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses;

4. The site has visibility from Highway I-182;

5. Access to the site is via either Windmill Road or Tulip Lane;

6. Commercial development of the site, with permitted C-2 uses is consistent with the intent of the Comprehensive Plan;

7. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c);

8. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Commercial Zoning – Chapter 23.22 of the Richland Municipal Code
3. Public Notices and Affidavits
4. Site Photos
5. Public Comments

Exhibit 1

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

Petition for Change of Zoning District Classification

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

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

SECTION I – APPLICANT INFORMATION		
Applicant's Name: Randy Crosby (MAILING ADDRESS)		
Address: 8524 Gage Blvd., Suite 168		
City: Kennewick	State: WA	Zip: 99336
Phone: 509-727-6873	Fax:	Other and/or e-mail address: recrosby@crosbyinc.com
Please check under what capacity you are filing:		
[X] Recorded owner of the property as of	[ ] Purchasing under contract as of	
[ ] The lessee as of	[ ] The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION		
Street address(es) of property for which the zone change is requested, if applicable:		
875 TULIP LANE		
RICHLAND WA. 99352		
Relationship to adjacent streets (i.e., west of Main Street between 1st Avenue and 2nd Avenue):		
Property is north of Windmill RD and west of Tulip Lane		
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): agriculture		
Size of petition area 6.25 ac acres and 272,250 sf square feet		
SECTION III - CHANGE OF ZONE REQUEST		
A change of zone from SAG-Suburban Agriculture To C-2 - Retail Business is requested for the property described in Section II of this application.		
SECTION IV – JUSTIFICATION		
State the reason(s) for the requested change of zone:		
Modify the zoning to match the land use shown in the comprehensive plan, which is		
shown as commercial and align with the land use goals and policies.		

Continued

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

DATED THIS 23 DAY OF August, 2018.

Applicant's Signature	Applicant's Signature
8524 Gage Blvd., Suite 168	
Address	Address
Kennewick, WA 99336	
City, State, Zip	City, State, Zip
509-727-6873	
Phone	Phone

FOR OFFICE USE ONLY

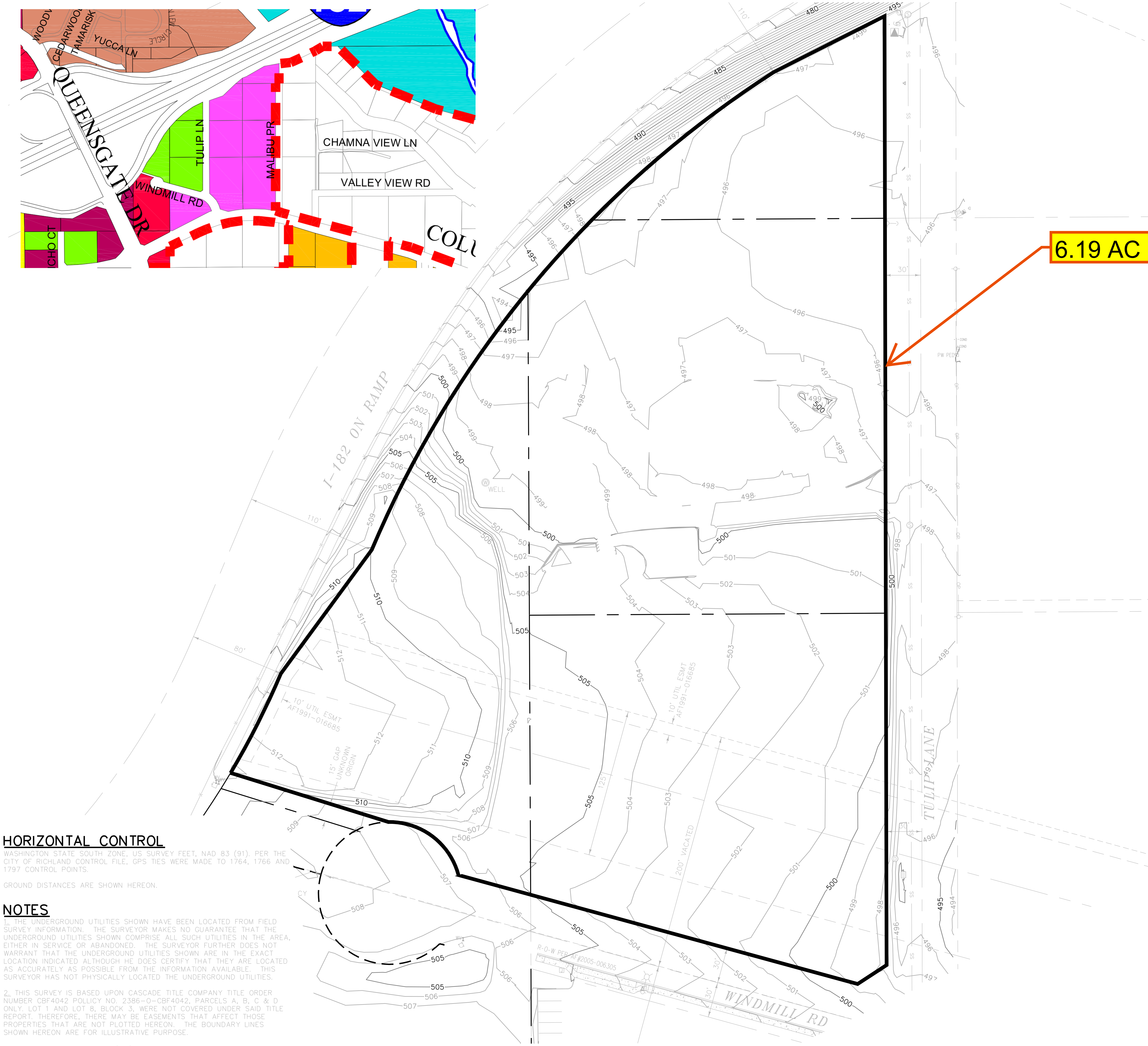
Date accepted for filing ____________________

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

City Official's Signature

TOPOGRAPHIC DESIGN SURVEY

N.W. 1/4 OF SEC. 22, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83 (91). PER THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 1764, 1766 AND 1797 CONTROL POINTS.

GROUND DISTANCES ARE SHOWN HEREON.

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. THIS SURVEY IS BASED UPON CASCADE TITLE COMPANY TITLE ORDER NUMBER CBF4042 POLLICY NO. 2386-O-CBF4042, PARCELS A, B, C & D ONLY. LOT 1 AND LOT 8, BLOCK 3, WERE NOT COVERED UNDER SAID TITLE REPORT. THEREFORE, THERE MAY BE EASEMENTS THAT AFFECT THOSE PROPERTIES THAT ARE NOT PLOTTED HEREON. THE BOUNDARY LINES SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSE.

3. FIELD WORK COMPETED 07/12/18.

LEGEND

- = FOUND AS INDICATED
- RHS = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- RSI = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "ROGERS"
- AAD = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- WORLEY = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "WORLEY"
- (NS) = NOT FOUND OR SET
- = FOUND CASED MONUMENT
- = BOLLARD
- = CONCRETE CURB AND GUTTER
- = CONCRETE CURB EXTRUDED
- = IRRIGATION CONTROL VALVE
- = IRRIGATION VALVE
- = LIGHT POLE, PARKING
- = LIGHT POLE, STREET
- J = POWER JBOX
- PW PED = POWER PEDESTAL
- = POWER POLE W/ GUY WIRE
- = POWER TRANSFORMER
- P = POWER VAULT
- S = SANITARY SEWER MANHOLE
- = SIGN
- = STORM CATCH BASIN
- = STORM CATCH BASIN/DRYWELL
- = STORM MANHOLE
- TEL PED = TELEPHONE PEDESTAL
- = WATER FIRE HYDRANT
- WM = WATER METER
- WV = WATER VALVE
- W = WATER WELL
- = FENCE
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- SS = SANITARY SEWER LINE
- OP = POWER LINE OVERHEAD
- = CONCRETE
- = ASPHALT
- = BUILDING
- = GRAVEL ROAD

SCALE 1" = 40'
0 40 80 120

BASIS OF BEARING
WA STATE GRID
NAD83(91)
PER THE CITY OF RICHLAND
CONTROL FILE

BASIS OF ELEVATION
CITY OF RICHLAND
PNT NO.1797
NAVD 88 DATUM
ELEV=498.84'

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

TOPOGRAPHIC SURVEY FOR
RANDY CROSBY

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

5242TP1.DWG	© 2018
DATE: 07/25/18	SHT. 1 OF 2
DRAWN BY: DCI	JOB # 5242

Exhibit 2

Chapter 23.22
COMMERCIAL ZONING DISTRICTS

Sections:

23.22.010 Purpose of commercial use districts.

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

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

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

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are either designated as commercial or designated as industrial and located adjacent to SR 240 under the city of Richland comprehensive plan.

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

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

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

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 32-17 § 1].

23.22.020 Performance standards and special requirements.

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

1. Minimum Yard Requirements.

a. Front Yard. Twenty feet except as provided by footnote (3) of RMC 23.18.040;

b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;

c. Rear Yards. Twenty-five feet.

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

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

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

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

1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that

such display shall include only those quantities sold in a day’s operation.

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

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

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

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

6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

7. In addition to standards (1) through (6) listed above, any commercial use that is immediately adjacent to a residentially zoned property (including 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 planned unit development that is comprised of single-family homes) shall comply with the following standards. For the purposes of this section, the term “adjacent” includes abutting properties, and any property that is located within 75 feet of the nearest residential property. The term “adjacent” does not include properties that are separated by a public right-of-way.

a. Setback from Residential Property Boundary. Thirty feet.

b. Building Design Standard. No rooftop mechanical equipment shall be permitted unless screened from view with parapet wall or similar screening.

c. Parking. Vehicle parking areas and any access driveways (pavement) must be set back a minimum of 10 feet from residential property boundary. A solid fence or masonry wall between six and eight feet tall is required between any paved parking or access drive and the residential property boundary.

d. Outdoor Lighting. All outdoor lighting must comply with the Pattern Outdoor Lighting

Code (USA) standard version 2.0, July 2010. For the purposes of this section, properties subject to this standard shall be considered to be within lighting zone 1.

e. Signs. All commercial signs placed on-site shall comply with Section 5 of the Pattern Outdoor Lighting Code (USA) standard version 2.0, July 2010; except that multicolored changeable copy LED signs shall not be permitted.

f. Mechanical Equipment. Any mechanical equipment placed outdoors between the building and the residential property boundary shall be screened to reduce equipment noise levels. Alternatively, the building owner can provide documentation to the city indicating that the specific equipment to be used will not generate noise levels beyond permissible state noise standards.

g. Refuse Areas. Any dumpsters or area for collection of recycled materials shall be set back a minimum of 20 feet from the nearest residential property boundary and shall be screened from view by a solid screen sufficient to block its view from all adjacent residential properties.

h. Landscaping. The portions of a commercial site that lie within 30 feet of a residential property boundary that are not covered with buildings, parking areas, access drives, loading areas or outdoor storage shall be landscaped and/or xeriscaped.

8. An individual proposing development on any commercial use that is immediately adjacent to a residentially zoned property (including 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 planned unit development that is comprised of single-family homes) that does not meet the standards contained in subsection (B)(7) of this section may apply for a deviation from these standards by filing an application with the city. Such request shall be reviewed by the hearing examiner in accordance with the provisions for a public hearing for a Type II permit application. A request for deviation from these standards shall be granted only when the hearing examiner determines that the proposed deviation offers equivalent or better mitigation of impacts from commercial development to the adjacent residential properties than would occur under the basic standards. The hearing examiner shall at a minimum consider the type of commercial use proposed; the design of the commercial building or buildings; the topography of the site and adjacent residential properties; the proposed landscaping, lighting, and other mitigation measures proposed by the applicant in making a determination to grant or deny a requested deviation from these standards.

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

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.

2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.

3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.

4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.

5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

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

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

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

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

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

2. Building facades facing streets shall include:

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

b. At least two of the following architectural elements:

i. Awnings;

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

iii. Pilasters or columns;

iv. Bays;

v. Balconies or building overhangs; or

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

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

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

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

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

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

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

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

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

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

c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4; Ord. 20-16 § 1].

23.22.030 Commercial use districts permitted land uses.

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

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

B. If the symbol "S" appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

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

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

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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair –		S	P	P	S			

Specialty Shop								
Automobile Service Station		P[1]	P[1]	P[1]	S[1]			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P[28]
Car Wash – Automatic or Self-Service		P[2]	P[2]	P[2]	S[2]			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S[3]				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P[4]	P	S[4]			
Vehicle Sales			P[4]	P	S[4]			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S[5]				

Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P[5]				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S[5]				
Hospital/Clinic – Small Animal			S[5]	P[5]	P			
Laundry/Dry Cleaning, Com.				P	P[29]			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P[6]				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P[7]	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P

Portable Food Vendors[26]	A[27]	A[27]	A[27]	A[27]	A[27]	A[27]	A[27]	A[28]
Restaurants/Drive-Through		S[8]	P[8]	P[8]	S[8, 9]	S[8, 9]		
Restaurants/Lounge		P[7]	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P[7]	P	P	P	P	P	P
Vehicle-Based Food Service		P[30]	P[30]	P[30]	P[30]	P[30]		
Wineries – Tasting Room		P[7]	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P[28]
Light Manufacturing Uses				P				P[28]
Warehousing and Distribution Facilities				P				P[28]
Wholesale Facilities and Operations				P				P[28]
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S[22]	P	P	P/S[22]	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P[28]
Office – Corporate	P		P	P	P	P		P[28]
Office – General	P	P	P	P	P	P		P[28]
Office – Research and Development	P		P	P	P			P[28]
Radio and Television Studios			P	P	P			

Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P[28]
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P[10]	P[10]	P[10]	P[10]	P	P[10]		
Clubs or Fraternal Societies	P[10]	P[10]	P[10]	P[10]	P[10]	P[10]		
Cultural Institutions	P[10]	P[10]	P[10]		P[10]	P[10]		P[10]
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P[11]	P[11]	P[11]	P[11]	P[11]	P[11]	P[11]	P[11]
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P[11]	P[11]	P[11]	P[11]	P[11]	P[11]	P[11]	P[11]
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P[12]	P[12]	P[12]	P[12]	P[12]	P[12]		
Schools, Alternative	P[13]	P[13]	P[13]	P[13]	P[13]			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P

Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S[7]	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P[14]	P[14]	P[14]	P[14]	
Recreational Vehicle Campgrounds				S[15]			S[15]	
Recreational Vehicle Parks				S[16]			S[16]	
Stable, Public				S[17]				
Theater		P[7]	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P[18]		P	P		
Assisted Living Facility	P		P		P[18]	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P[19]	P[19]	P[19]	P[19]	P[19]	P[19]		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P[25]		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P[28]
Family Day Care Home	P[19]					P[19]		
Houseboats						P	P	

Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P[18]	P		
Recreational Club	A				A	A		
Senior Housing	P				P[18]	P		
Temporary Residence	P[20]	P[20]	P[20]	P[20]	P[20]	P[20]		P
Retail Uses								
Adult Use Establishments				P[21]				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S[22]	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			

Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S[23]	P/S[23]	S[23]			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A[24]	A[24]	P[24]				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A[28]

1. RMC 23.42.280
2. RMC 23.42.270
3. RMC 23.42.320
4. RMC 23.42.330
5. RMC 23.42.040
6. RMC 23.42.170
7. RMC 23.42.053
8. RMC 23.42.047
9. RMC 23.42.055

10. RMC 23.42.050

11. RMC 23.42.200

12. RMC 23.42.250

13. RMC 23.42.260

14. RMC 23.42.100

15. RMC 23.42.230

16. RMC 23.42.220

17. RMC 23.42.190

18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.

19. RMC 23.42.080

20. RMC 23.42.110

21. RMC 23.42.030

22. Use permitted, requires special use permit with drive-through window.

23. Chapter 23.62 RMC

24. RMC 23.42.180

25. RMC 23.18.025

26. See definition, RMC 23.06.780

27. RMC 23.42.185

28. Activities permitted only when directly related to and/or conducted in support of winery operations.

29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

30. RMC 23.42.325

[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5; Ord. 48-17 § 2].

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback[14]	20 feet	45 feet[1]	0 feet[2]	0 feet[2]	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max.[3, 11, 13] Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet[6]	0 feet[7]	None	None	0 feet[6,8]	0 feet[5,9]	0 feet	0 feet[6,8]
Minimum Rear Yard Setback	0 feet[6,8]	0 feet[7]	None	None	0 feet[6,8]	0 feet[5,8,10]	0 feet	0 feet[6,8]

Maximum Building Height[14]	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet[12]	35/55 feet[12]	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.

4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.

5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.

6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:

a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.

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

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

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

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

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

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

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

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be

adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).

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

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

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

PLATE NO. 1 - 23.22.040

PLATE 1

CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2

CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3

CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6].

23.22.050 Parking standards for commercial use districts.

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

B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking.

The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter 23.54 RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter 23.54 RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC 23.22.020(E)(9) (Alternative Design).

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

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

b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC 23.54.080). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC 23.54.120. Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.

2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC 23.22.040). Masonry walls are subject to the performance standards found in RMC 23.22.020(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification].

Exhibit 3

CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING
(Z2018-104)

Notice is hereby given that Randy Crosby has applied to rezone an approximately 6.15 acre site located at 875 Tulip Lane, Richland, WA from Ag (Agricultural) to C-2 (Retail Business). The project site consists of four (4) separate parcels and is located north of Windmill Road and west of Tulip Lane. The legal descriptions for the project site are as follows:

Badger Heights Subdivision, Block 1, Lot 9 Less ROW, Block 2 Lots 5, 12 & 19 Less ROW, located within Section 22 of Township 9N, Range 28E, W.M., Benton County, WA (APN#12298202000-1009, 2005, 2012 & 2013).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Monday, November 5, 2018 at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 840 Northgate Drive, Richland, WA 99352. Comments may also be faxed to (509) 942-7596 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Monday, October 22, 2018 to be incorporated into the staff report. Comments received after that date will be entered into the record during the hearing.

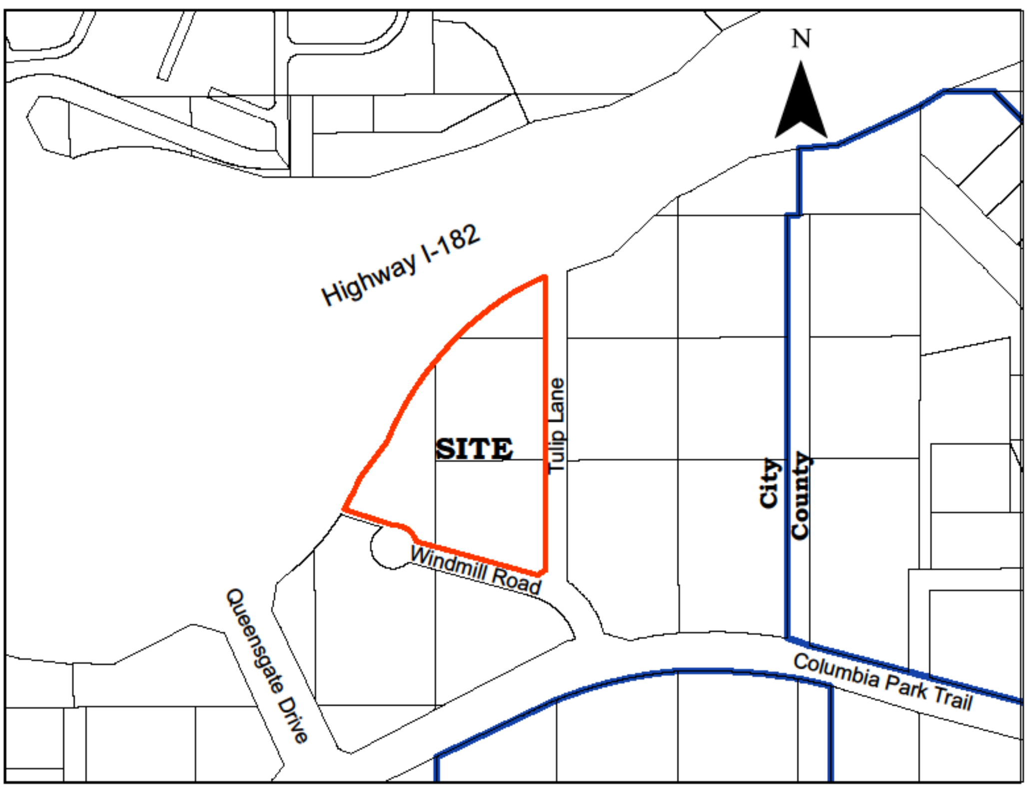


Exhibit 3

CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING NOTICE

File No: Z2018-104
Proponents: Randy Crosby
Proposal: Rezone an approximately 6.15 acre site located at 875 Tulip Lane, Richland, WA from Ag (Agricultural) to C-2 (Retail Business).
Hearing Examiner Public Hearing: November 5, 2018, 6:00 p.m. in the in the Council Chambers, 505 Swift Blvd., Richland WA 99352
Public Comments Due: October 22, 2018
Contact: Mike Stevens, Planning Manager
505 Swift Blvd., MS-35
Richland, WA 99352
mstevens@ci.richland.wa.us.

Exhibit 3

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Mike Stevens**, who, being first duly sworn upon oath deposes and says:

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

2. On the 1st day of October, 2018, I posted the attached NOTICE OF PUBLIC HEARING, File Number's Z2018-104 at the following location: 875 Tulip Lane in Richland, WA.

Mike Stevens

Print Name: Mike Stevens

SIGNED AND SWORN to before me this 26th day of October, 2018 by MIKE STEVENS.

OCTOBER L FOLLETT
Commission Expires
NOTARY
PUBLIC
11-01-2020
STATE OF WASHINGTON

October Follett

Signature of Notary

October L. Follett

Printed Name

Notary Public in and for the State of Washington,
Residing in Benton County

My appointment expires: 11-1-2020

Exhibit 3

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Tracey L. Peloquin, who, being first duly sworn upon oath deposes and says:

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

2. On the 1st day of October, 2018, I mailed a copy of the attached NOTICE OF APPLICATION, PUBLIC HEARING to the attached list of individuals via regular USPS on the date indicated above. The Notice of Application and Public Hearing which is related to a Rezone application (Z2018-104) applied for by Randy Crosby to allow rezoning approximately 6.15 acres located at 875 Tulip Lane. Located north of Windmill Road and west of Tulip Lane.

Tracey L Peloquin
Signed: Tracey L. Peloquin

SIGNED AND SWORN to before me this 1st day of October, 2018 by Tracey L Peloquin.

October Follett
Notary Public in and for the State of Washington,

October L. Follett
Print Name
Residing at Benton County
My appointment expires: 11-1-2020

OCTOBER L FOLLETT
Commission Expires
NOTARY PUBLIC
11-01-2020
STATE OF WASHINGTON

Exhibit 3

Owner	Mail Address	City	State	Zip
DEPT OF TRANS DOT PCL 5-04272	C/O BENTON FRANKLIN TRANSIT	RICHLAND	WA	99352
BARNARD GRIFFIN FAMILY INVEST	878 TULIP LANE	RICHLAND	WA	99352
TAGGARES KRISTINE CRITHFIELD &MICHAEL L	844 TULIP LN	RICHLAND	WA	99352
BOOKWALTER WINERY LLC	894 TULIP LN	RICHLAND	WA	99352
WATTS & SONS LLC	10612 W COURT ST	PASCO	WA	99301
CROSBY RANDALL E	8524 W GAGE BLVD #168	KENNEWICK	WA	99338

Looking North

Exhibit 5

Stevens, Mike

From: Dana Phillips <dana@barnardgriffin.com>
Sent: Wednesday, October 17, 2018 11:30 AM
To: Stevens, Mike
Subject: Application Z2018-104

Good Afternoon Mr. Stevens,

I'm reaching out about the application for rezoning the 6.15 acres located at 875 Tulip Lane. Is this application just for rezoning from agriculture to commercial or are there additional details being decided? We do not have an issue with the parcel being rezoned to commercial, but we do have some concerns about their proposition of an LID and how that would affect our business. Would you please send me any additional details you might have and keep me informed of the city's decisions about this parcel?

BARNARD GRIFFIN

Dana Phillips, *Controller*
878 Tulip Lane
Richland, WA, 99352
Office: (509) 627-0266 x221
Direct: (509) 572-3465
Email: dana@barnardgriffin.com

Exhibit 5

Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

TRANSMISSION SERVICES

October 16, 2018

In reply refer to: City of Richland Rezone (Z2018-104)
Located within a Portion of the NE¼SW¼ Section 08, in Township 9 North, Range 28 East, WM, Benton County, Washington

Mike Stevens
City of West Richland
Community Planning/Senior Planner
3801 West Van Giesen
West Richland, WA 99353

Dear Mike:

Bonneville Power Administration (BPA) has had the opportunity to review City of Richland Rezone (Z2018-104). The application is to rezone an approximately 6.15 acre site. The site is located at 875 Tulip Lane, in Richland, WA, county parcel numbers 12298202000-1009, 2005, 2012 & 2013.

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

Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (503) 230-5510 or by email at mjdeklyen@bpa.gov.

Sincerely,

Mike DeKlyen
BPA Field Realty Specialist

Exhibit 5

Stevens, Mike

From:	Somers, Cindi
Sent:	Friday, October 5, 2018 3:21 PM
To:	Stevens, Michael
Cc:	Boring, Michael
Subject:	RE: City of Richland Rezone

No Comments from DS-GIS addressing for rezone. DS-Plan Review may.
Thank you for opportunity to comment.

Best,
Cindi

From: Stevens, Michael
Sent: Monday, October 1, 2018 12:59 PM
To: Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; West, Julie <jwest@ci.richland.wa.us>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; rhiles@kid.org; richard.krasner@rsd.edu; rittemwr@dfw.wa.gov; jecottrell@bpa.gov; dxrodgers@bpa.gov; ina.n.beutler@usps.gov; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Somers, Cindi <CSomers@CI.RICHLAND.WA.US>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; Penwell, Dan <DPenwell@CI.RICHLAND.WA.US>; sepaunit@ecy.wa.gov; separegister@ecy.wa.gov; gonsetp@wsdot.wa.gov; Husa, Ivar <ihusa@CI.RICHLAND.WA.US>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; robin.priddy@bentoncleanair.org; kevin.knodel@rsd.edu; gregory.l.goodwin@ftr.com; dean.kelley@chartercom.com; tyler.chappell@chartercom.com; darrick@basindisposal.com; webmaster@KID.org; jmcshane@kid.org; developmnet@kid.org; clark.posey@co.benton.wa.us; florinda_paez@co.benton.wa.us; rob.rodger@bentoncleanair.org; tkalmbach@bft.org; BCES Map <map@bces.wa.gov>; kelly.cooper@doh.wa.gov; anthony.vonmoos@co.benton.wa.us; steve.conrads@cngc.com; jecottrell@bpa.gov; dxrodgers@bpa.gov; segregations@co.benton.wa.us; mjdeklyne@bpa.gov; marcia.matson@ftr.com; deanac@bghd.wa.gov
Subject: City of Richland Rezone

Attention:

Attached you will find the Notice of Application and related information for a proposed rezone within the City of Richland. Please review and respond back with comments by 5:00 PM, Monday, October 22, 2018.

Thanks,

Mike Stevens, Planning Manager
City of Richland Planning Department
P.O. Box 190 / 505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

Exhibit 5

Stevens, Mike

From:	Reathaford, Jason
Sent:	Tuesday, October 2, 2018 7:41 AM
To:	Stevens, Michael
Cc:	West, Julie
Subject:	RE: City of Richland Rezone

No comment here, thanks for the review.
J

From: Stevens, Michael
Sent: Monday, October 1, 2018 12:59 PM
To: Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; West, Julie <jwest@ci.richland.wa.us>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; rhiles@kid.org; richard.krasner@rsd.edu; rittemwr@dfw.wa.gov; jecottrell@bpa.gov; dxrodgers@bpa.gov; ina.n.beutler@usps.gov; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Somers, Cindi <CSomers@CI.RICHLAND.WA.US>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; Penwell, Dan <DPenwell@CI.RICHLAND.WA.US>; sepaunit@ecy.wa.gov; separegister@ecy.wa.gov; gonsetp@wsdot.wa.gov; Husa, Ivar <ihusa@CI.RICHLAND.WA.US>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; robin.priddy@bentoncleanair.org; kevin.knodel@rsd.edu; gregory.l.goodwin@ftr.com; dean.kelley@chartercom.com; tyler.chappell@chartercom.com; darrick@basindisposal.com; webmaster@KID.org; jmcshane@kid.org; developmnet@kid.org; clark.posey@co.benton.wa.us; florinda_paez@co.benton.wa.us; rob.rodger@bentoncleanair.org; tkalmbach@bft.org; BCES Map <map@bces.wa.gov>; kelly.cooper@doh.wa.gov; anthony.vonmoos@co.benton.wa.us; steve.conrads@cngc.com; jecottrell@bpa.gov; dxrodgers@bpa.gov; segregations@co.benton.wa.us; mjdeklyne@bpa.gov; marcia.matson@ftr.com; deanac@bghd.wa.gov
Subject: City of Richland Rezone

Attention:

Attached you will find the Notice of Application and related information for a proposed rezone within the City of Richland. Please review and respond back with comments by 5:00 PM, Monday, October 22, 2018.

Thanks,

Richland

Mike Stevens, Planning Manager
City of Richland Planning Department
P.O. Box 190 / 505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

Exhibit 5

Stevens, Mike

From: Rebecca Hiles <rhiles@kid.org>
Sent: Tuesday, October 9, 2018 3:27 PM
To: Stevens, Michael
Subject: RE: City of Richland Rezone

Mike,

KID has no comments regarding this rezone as it outside of the KID boundary.

Rebecca S. Hiles, E.I.T.
Staff Engineer

Kennewick Irrigation District
2015 S. Ely Street
Kennewick, WA 99337
509-460-5442 [Direct Line]
509-586-6012 ext. 138 [Business Line]
509-586-9111 [Customer Service]
mailto:rhiles@kid.org

From: Stevens, Michael <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, October 1, 2018 12:59 PM
To: Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; West, Julie <jwest@ci.richland.wa.us>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Rebecca Hiles <rhiles@kid.org>; richard.krasner@rsd.edu; rittemwr@dfw.wa.gov; jecottrell@bpa.gov; dxrodgers@bpa.gov; ina.n.beutler@usps.gov; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Somers, Cindi <CSomers@CI.RICHLAND.WA.US>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; Penwell, Dan <DPenwell@CI.RICHLAND.WA.US>; sepaunit@ecy.wa.gov; separegister@ecy.wa.gov; gonsetp@wsdot.wa.gov; Husa, Ivar <ihusa@CI.RICHLAND.WA.US>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; robin.priddy@bentoncleanair.org; kevin.knodel@rsd.edu; gregory.l.goodwin@ftr.com; dean.kelley@chartercom.com; tyler.chappell@chartercom.com; darrick@basindisposal.com; Brad Crawford <BCrawford@kid.org>; Jason McShane <JMcShane@kid.org>; developmnet@kid.org; clark.posey@co.benton.wa.us; florinda_paez@co.benton.wa.us; rob.rodger@bentoncleanair.org; tkalmbach@bft.org; BCES Map <map@bces.wa.gov>; kelly.cooper@doh.wa.gov; anthony.vonmoos@co.benton.wa.us; steve.conrads@cngc.com; jecottrell@bpa.gov; dxrodgers@bpa.gov; segregations@co.benton.wa.us; mjdeklyne@bpa.gov; marcia.matson@ftr.com; deanac@bghd.wa.gov
Subject: City of Richland Rezone

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	63-18	Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 63-18, amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers.

Summary:

Richland Municipal Code Title 17, as currently written, limits the City's responsibility for maintenance, repair and replacement of sewer pipelines to those pipelines providing service to multiple properties. Each property's building sewer is the responsibility of the property owner. However, the current code does not establish maintenance requirements for private building sewers.

Under this structure, proper functioning of each property's building sewer is presumed since the property owners themselves are expected to suffer the consequences of a poorly functioning building sewer (i.e., sewer back-up). However, on occasion, a poorly maintained building sewer causes blockage in the City's pipeline, which in turn may result in sewer back-up to another private property.

The City's liability insurance program typically accepts responsibility for conditions in the City's pipelines that result from inadequate maintenance to avoid property damage. The City's insurance program may deny coverage if the City's maintenance program is deemed reasonable and sufficient to protect against damage. In circumstances where the condition of a private building sewer caused a blockage in the City's pipeline and a back-up at another property, and where the City has implemented a reasonable maintenance program, the damaged property owner may have to absorb the cost of damage to his/her property.

The proposed edits to RMC Title 17 will promote a more fair assignment of responsibility between the City and private property owners responsible for building sewer maintenance. Similar provisions were identified in several city codes across the state. If enacted, staff anticipates less than five (5) enforcement actions per year. Required action could start with sewer cleaning and advance to pipe replacement.

Council approved first reading at its December 4 meeting. Staff recommends approval of Ordinance No. 63-18 for second reading and passage.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 63-18

ORDINANCE NO. 63-18

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 17: Sewers, related to maintenance of building sewers.

WHEREAS, sewage service is provided to private properties within the City of Richland through a pipeline system that includes privately owned and maintained building sewers and the City's public sewage collection system; and

WHEREAS, the connection between the privately owned and maintained building sewer and the City's sewer pipeline typically occurs within public right-of-way or an easement; and

WHEREAS, the City regularly responds to property damage claims involving sewage backing up inside customer buildings; and

WHEREAS, the pipeline blockage creating the back-up may be in either the privately owned and maintained building sewer or in the City's sewer pipeline; and

WHEREAS, on occasion, a condition within the privately owned building sewer negatively impacts the functioning of the City's pipeline, resulting in the City paying for property restoration when the cause is a private building sewer; and

WHEREAS, the City's best interests are served by amending Richland Municipal Code (RMC) Title 17 to establish the obligations of private owners regarding pipeline maintenance, repair and replacement, and to prescribe penalties for failure to properly maintain a privately owned building sewer.

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

Section 1. Section 17.04.160 of the Richland Municipal Code titled Public sewer, as first enacted by Ordinance No. 77, is hereby amended to read as follows:

17.04.160 Public sewer.
"Public sewer" shall mean a sewer providing service to two or more parcels, in which all owners of abutting properties have equal rights, and which is controlled by public authority.

Section 2. Section 17.16.030 of the Richland Municipal Code titled City not responsible for private building sewers, as first enacted by Ordinance No. 77, is hereby amended to read as follows:

17.16.030 City not responsible for private building sewers.
The city assumes no responsibility for the maintenance of any building sewer lines on private property or in easements or street rights-of-way. The owner of property served by

a building sewer is responsible for the building sewer's connection to the public sewer, and for the entire length of the building sewer from the public sewer to the building the line serves. Each property owner shall, at the property owner's sole expense, operate, maintain, and repair and/or replace the building sewer so that it does not cause or contribute to an obstruction in the public sewer. The owner shall perform such duties as may be required in response to notice from the City of observed obstructions in the public sewer attributable to the building sewer's condition. Where such maintenance requires excavation or replacement of existing sewer facilities, the owner shall apply for and receive appropriate permits from the City.

If one or more discharges from a building sewer result in damage, partial or complete blockage, impairment of the public sewer's conveyance capacity, or excessive City maintenance of the public sewer, the discharger responsible shall be liable for said damage, and shall take the corrective action necessary to restore the public sewer system to full and normal operations. "Excessive maintenance" of the public sewer means pipe flushing or cleaning required more frequently than once every twelve (12) months. Liability under this section is in addition to civil penalties imposed pursuant to Chapter 17.64 RMC.

Section 3. Richland Municipal Code Chapter 17.64, titled Offenses and Penalties, as first enacted by Ordinance No. 77, and last amended by Ordinance No. 34-10, is hereby amended to read as follows:

Chapter 17.64
OFFENSES AND PENALTIES

Sections:

17.64.010 Unlawful to damage.
No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the sewage works.

17.64.015 Unlawful blockage in the public sewer.
No person shall create a partial or complete blockage in the public sewer, or significantly compromise the conveyance capacity of the public sewer, by failing to adequately maintain a building sewer.

17.64.020 Violations – Penalties.
With the exception of Chapter 17.30 RMC, any person who has violated any provision of this title shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

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

Chapter 17.30 RMC contains violations and penalties for the Richland Pretreatment Act.

17.64.030 Civil liability for reimbursement.
Any person who violates any provision of this title shall be liable to the city of Richland for any expense, loss, damage, cost of inspection, or cost of correction incurred by the city of Richland by reason of such violation including any cost to the city of Richland incurred in collecting from such person said loss, damage, expense, cost of inspection or cost of correction.

17.64.040 Notice of violation to be given.
Any person found to be violating any provision of this title shall be served by the city of Richland with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations and make all necessary corrections.

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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: December 23, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 67-18, Approving the 2022 Council Compensation Plan

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	67-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 67-18, amending Section 2.32.040 of the Richland Municipal Code related to the 2022 Council Compensation Plan.

Summary:
According to Article II of the Richland Municipal Code and RCW 35.27.130, Council may not set their own salaries during their term of office. However, Council has the authority to set compensation for the subsequent four years. In 2002, Council decided to adopt an ordinance annually setting Council salaries for the subsequent four years in conjunction with the annual approved compensation plan or market adjustment for unaffiliated staff.

The City recently completed a Classification and Compensation Study for unaffiliated staff, which was approved by Council on November 20, 2018. The study included a market adjustment of 3% for 2019. Therefore, staff recommends applying the same 3% increase to Council compensation beginning in 2022. The monthly stipend for Councilmembers would increase from $1,195 to $1,231 per month. In addition to the monthly Council stipend, the Mayor receives an additional $250 per month. A breakdown of the historical annual increases from 2002 to present is attached for Council review.

Staff recommends approval of Ordinance 67-18 for second reading and passage.

Fiscal Impact:
Yes Approval of Ordinance No. 67-18 will impact the 2022 budget.

Attachments:
1. Ordinance No. 67-18
2. Council Compensation History

ORDINANCE NO. 67-18

AN ORDINANCE of the City of Richland amending Section 2.32.040 of the Richland Municipal Code related to the 2022 Council Compensation Plan.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 56-17, is hereby amended to read as follows:

2.32.040 Council Members

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at $825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, ~~and~~ 2021, and 2022 the following salary is established: 2004, $875; 2005, $900; 2006, $927; 2007, $964; 2008, $1,003; 2009, $1,013; 2010, $1,028; 2011, $1,038; 2012, $1,069; 2013, $1,090; 2014, $1,090; 2015, $1,112.00; 2016, $1,123.00; 2017, $1,123.00; 2018, $1,143; 2019, $1,160; 2020, $1,177; ~~and~~ 2021, $1,195, and 2022, $1,231; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council shall provide a written certification to human resources, based on a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW.

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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

Date Published: December 23, 2018

CITY OF RICHLAND
2022 COUNCIL COMPENSATION PLAN

Monthly Compensation History

Year	Mayor	Council Member	% Increase by year
2003	$1,075	$825	0.00%
2004	$1,125	$875	6.00%
2005	$1,150	$900	3.00%
2006	$1,177	$927	3.00%
2007	$1,214	$964	4.00%
2008	$1,253	$1,003	4.00%
2009	$1,263	$1,013	1.00%
2010	$1,278	$1,028	1.50%
2011	$1,288	$1,038	1.00%
2012	$1,319	$1,069	3.00%
2013	$1,340	$1,090	2.00%
2014	$1,340	$1,090	0.00%
2015	$1,362	$1,112	2.00%
2016	$1,373	$1,123	1.00%
2017	$1,373	$1,123	0.00%
2018	$1,393	$1,143	1.75%
2019	$1,410	$1,160	1.50%
2020	$1,427	$1,177	1.50%
2021	$1,445	$1,195	1.50%
2022	$1,481	$1,231	3.00%

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	68-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 68-18, amending Chapter 2.12 of the Richland Municipal Code related to the Library Board.

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

Proposed Ordinance No. 68-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.12 RMC concerning the Library Board. Because the Library Board's powers and duties are set by state law, certain changes proposed are to comply with Chapter 27.12 RCW. 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. 68-18 for second reading and passage.

Fiscal Impact: None.

Attachments:
1. Ordinance No. 68-18

ORDINANCE NO. 68-18

AN ORDINANCE of the City of Richland amending Chapter 2.12 of the Richland Municipal Code related to the Library Board.

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

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

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

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

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

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

Section 1. Richland Municipal Code Chapter 2.12, entitled Library Board, as first enacted by Ordinance No. 67, and last amended by Ordinance No. 38-05, is hereby amended as follows:

Chapter 2.12
LIBRARY BOARD

Sections:

2.12.005 Purpose.
2.12.010 Library board of trustees created – Membership.
~~**2.12.020 Removal and vacancies.**~~
2.12.030 Meetings~~, officers, records, and quorum~~.
2.12.040 Powers and duties.
2.12.050 Annual appropriations – Control of expenditures~~Expenditures – Budget~~.
2.12.060 Gifts – Title to property.
2.12.070 Severability.~~Services of other city departments.~~

2.12.005 Purpose.
The purpose and intent of this chapter is to establish a library board of trustees responsible for providing public library services to residents of the City of Richland.

2.12.010 Library board of trustees created – Membership.
There is created a library board (hereinafter referred to as the “board”) composed of five trustees as recommended by the council assignments committee to the mayor, appointed by the mayor and confirmed by a majority of city council. Trustees shall serve staggered five-year terms and until their successors are appointed and confirmed. No person shall be appointed to serve more than two consecutive terms as library trustee. The waiver available under RMC 2.04.110(F) shall not apply. ~~In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period of time in excess of one year.~~

~~The library trustees shall be selected without regard to political affiliation and shall serve without salary or other compensation, but shall be reimbursed for necessary expenses actually incurred, out of library funds. All members shall be residents of the city of Richland, Washington.~~

~~**2.12.020 Removal and vacancies.**~~
~~The trustees may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove a trustee and declare the position vacant. Unexcused absences from three consecutive meetings or six absences, excused or unexcused, within a 12-month period shall be grounds for removal. Workshops shall be excluded from the definition of “meetings” for purposes of this section. Vacancies occurring otherwise than by expiration of terms shall be filled for the unexpired terms in the manner used for regular appointments to the board.~~

2.12.030 Meetings~~, officers, records, and quorum~~.
~~The board shall elect its own chairperson and vice-chairperson and create and fill such other offices as it may determine it requires.~~ The board shall hold at least one regular meeting in each of 10 calendar months of the year. It shall adopt such bylaws, rules and regulations for its own guidance and for the government of the library as it deems necessary~~, and it shall keep a record of its meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.~~

~~Three members of the board shall constitute a quorum for the transaction of business. Board action requires three affirmative votes of those present at any regular or special meeting.~~

2.12.040 Powers and duties.
The library trustees shall have the powers vested in them and perform the duties imposed upon them by general law. In addition, the board shall provide city council with an annual report as required by RCW 27.12.260. ~~quarterly report detailing ongoing facility plans and fundraising efforts regarding library facilities.~~

2.12.050 Annual appropriations – Control of expenditures.~~Expenditures – Budget.~~

~~The expenditures of the board, exclusive of gifts or the income of property held in trust for the library, shall be limited to appropriations made to the library by the city council. All programs requiring appropriations shall be submitted through the library budget.~~ All funds for the library shall be in the custody of the finance director, shall be designated in some manner for identification, and shall not be used for any but library purposes. The board shall have the exclusive control of expenditures for library purposes subject to any examination of accounts required by the state, and money shall be paid for library purposes only upon vouchers of the board, without further audit. The board shall not make expenditures or incur indebtedness in any year in excess of the amount of money appropriated for library purposes. All programs requiring appropriations shall be submitted through the library budget.

2.12.060 Gifts – Title to property.

The title to money or property given to or for the use or benefit of the library shall vest in the ~~library~~ board, on behalf of the city, to be held and used according to the terms of the gift.

2.12.070 Severability. ~~Services of other city departments.~~

~~The board may, with the approval of the city manager, use the services of the various departments of the city administration in carrying out its duties and responsibilities.~~ If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the same shall remain in full force and effect.

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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

Date Published: December 23, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	69-18	Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 69-18, amending the Richland Municipal Code related to the Arts 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. 69-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.17 RMC concerning the Arts 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.

Staff recommends approval of Ordinance No. 69-18 for second reading and passage.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 69-18

ORDINANCE NO. 69-18

AN ORDINANCE of the City of Richland amending Chapter 2.17 of the Richland Municipal Code related to the Arts 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 2.17, entitled Arts Commission, as first enacted by Ordinance No. 13-04, and last amended by Ordinance No. 11-15, is hereby amended as follows:

Chapter 2.17
ARTS COMMISSION

Sections:

2.17.010 Purpose.
2.17.020 Arts commission created – Membership.
~~**2.17.030 Removal – Vacancies.**~~
2.17.040 Meetings~~, officers, records, and quorum~~.
2.17.050 ~~Functions and d~~Duties.
2.17.060 Severability.~~Expenditures – Budget.~~
~~**2.17.070 Staff assistance.**~~

2.17.010 Purpose.
The purpose and intent of this chapter is to make available to the city council and staff an advisory body to provide expertise on visual, performing, and literary arts (described as "art" hereafter) as cultural enrichment opportunities. The committee will also encourage and support art in Richland to improve quality of life, strengthen economic development, and revitalize the community.

2.17.020 Arts commission created – Membership.
There is hereby created within the city of Richland an arts commission composed of six adult members and one youth member between the age of 16 and 19 appointed by the city council. Adult commission members shall be appointed for a term of three years each. Youth commission members shall be appointed for a term of one year each.

~~The commission members shall be selected without regard to political affiliation and shall serve without compensation.~~ The city council wishes to balance the commission between people who are involved in the making of art and those who enjoy art. In making appointments to the committee, the city council shall strive to appoint individuals with multiple skills, experience and expertise from various disciplines and backgrounds applicable to the committee's purpose. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120.~~

~~**2.17.030 Removal – Vacancies.**~~
~~The committee may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Vacancies occurring otherwise than by expiration of term shall be filled for any unexpired term in the manner used for regular appointments. Workshops shall be excluded from the definition of "meetings" for the purposes of this section.~~

2.17.040 Meetings~~, officers, records, and quorum~~.
~~The committee shall elect its own chairperson, vice-chairperson and create and fill such other offices as it may determine it requires.~~ The committee shall hold regular monthly meetings no less than every second month with the first annual meeting to be held in February of each calendar year. ~~It shall adopt rules for transaction of business and shall keep a record of its meetings, resolutions, transactions, findings and determinations, and which record shall be open to public inspection.~~

~~Four members of the committee or at least one-half of the total members, rounded up to the nearest whole number, shall constitute a quorum for the transaction of business. An agenda shall be prepared and distributed prior to each meeting including individual items of committee business that are intended to be discussed.~~

2.17.050 ~~Functions and d~~Duties.
The arts commission shall perform the following functions:

A. Provide recommendations to the city council on artistic endeavors in which the city becomes involved and act as a representative of the community in such matters;

B. Serve as the central commission to whom individuals and groups may bring their concerns and ideas with regard to the arts;

C. Encourage donations, grants and other support to further expand art opportunities in Richland;

D. Explore ways and implement methods of obtaining financial support through development of private, local, state and federal funds and establishing public/private partnerships to promote art within the community;

E. Explore and promote arts-related projects, including events and installations ~~businesses~~ that provide an economic benefit and/or beautify and enhance the image of the city;

F. Engage in long range art planning and implementation of the strategic art plan and review city plans for the purpose of integration of arts elements into city planning including education, public finance, community services, etc.;

G. Recognize artistic contributions made by individuals and organizations to the city and provide recognition and encouragement to local artists;

H. Review and make recommendations on all works of art acquired by the city; and

I. Review and recommend policy for acquiring, maintaining, and displaying the city's art collection.

2.17.060 Severability. ~~Expenditures – Budget.~~
~~The expenditures of the committee, exclusive of donations, shall be limited to appropriations. All services requiring appropriations shall be submitted through the budget of the city's community development department; provided, however, that the services of outside consultants may be obtained for a temporary period of time when specifically authorized by the city council.~~If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the same shall remain in full force and effect.

~~**2.17.070 Staff assistance.**~~
~~The staff of the various departments within the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the arts commission to the city council.~~

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

Date Published: December 23, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:
Resolution No. 174-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Fiber Optical Cables related to Duportail Bridge Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	174-18	Resolution

Recommended Motion:
Adopt Resolution No. 174-18, authorizing the City Manager to sign and execute an Aquatic Lands Easement with the Washington State Department of Natural Resources for fiber optical cables related to the Duportail Bridge project.

Summary:
The Duportail Bridge project will relocate the existing overhead utility crossings of the Yakima River onto the new bridge. Among these utility lines are several fiber optic cables, including the City's own fiber optic cable. The City has contracted with several other utility companies whereby the utilities have agreed to pay the costs associated with providing conduits for their facilities.

The Washington State Department of Natural Resources (DNR) is offering to issue Aquatic Lands Easement 51-096241 for the three (3) 2-inch fiber conduits to be placed on the bridge. These conduits will support the City's own fiber optic cabling. Separate conduits and separate easements will be established for the other utilities' cables. The separate utility companies are responsible for negotiating their own easements with DNR.

Staff recommends approval of Resolution No. 174-18, authorizing a 30-year Aquatic Lands Easement with the Washington State Department of Natural Resources in support of the Duportail Bridge project.

Fiscal Impact:	The Duportail project budget will pay for the easement cost of $1,510. Sufficient funding is available in the Duportail Bridge project to cover this expense.

Attachments:
1. Resolution No. 174-18
2. Easement Agreement 51-096241 City of Richland - Fiber

RESOLUTION NO. 174-18

A RESOLUTION of the City of Richland authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for fiber optic cables crossing the Yakima River.

WHEREAS, as a condition of the Duportail Bridge Environmental Assessment, the existing overhead utility crossings of the Yakima River need to be relocated on the new bridge; and

WHEREAS, the bridge has been designed with a joint utility conduit hanger system capable of supporting relocation of all existing overhead utilities under the bridge; and

WHEREAS, during right-of-way negotiations with the Washington State Department of Natural Resources (DNR), the City discovered that there is no existing easement on record with DNR for the fiber optic cables crossing; and

WHEREAS, DNR is seeking to issue Aquatic Lands Easement 51-096241 for three (3) 2-inch fiber optic conduits to be placed in the hanger system; and

WHEREAS, the proposed Aquatic Lands Easement has a thirty (30) year term; and

WHEREAS, the proposed easement is a necessary component of the Duportail Bridge project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute Aquatic Lands Easement No. 51-096241 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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

When recorded, return to:
City of Richland
505 Swift Blvd, MS-26
Richland, WA 99352

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS EASEMENT

Easement No. 51-096241

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Richland
Legal Description: Section 16, Township 9 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"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

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 at Yakima River 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.

(d) This Easement does not include the right to grant easements and franchises to third parties.

1.2 Survey and Easement Property Descriptions.

(a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents 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. Grantee’s obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.

(b) State’s acceptance of Exhibit A does not constitute agreement that Grantee’s property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee’s property description and the area actually used by Grantee.

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:

Three Fiber Optic Cables (the “Permitted Use”),

and for no other purpose, including utilities unless specifically identified as part of the Permitted Use. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

(a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Grantee’s compliance with this Paragraph 2.2 does not limit Grantee’s liability under any other provision of this Easement.

(b) Grantee shall not cause or permit:

(1) Any damage to natural resources, regardless of whether the damages are a direct or indirect result of the Permitted Use.
(2) Waste, or
(3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, hydrocarbons, refuse, garbage, waste matter, pollutants of any type, or other matter.

(c) 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.

(d) 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.

(e) 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 Grantee's 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.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years (the "Term"), beginning on the 1st day of February, 2019 (the "Commencement Date"), and ending on the 31st day of January, 2049 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement. This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date. State shall notify Grantee within ninety (90) days of its intent to approve or deny 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 in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

(b) Definition of Reasonable Wear and Tear.

(1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse by Grantee or Grantee's contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.

(2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.

(c) If Easement Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, 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 Paragraph 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 required or needed by the Permitted Use.

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.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses is a default by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

6.2 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 unpaid amount or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

(a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fee not paid by the close of business day on the due date will begin accruing interest the day after the due date.

(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 Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.4 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.

6.5 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 Grantee-Owned Improvements are located on the Easement Property: one watermain. On the Commencement Date, the following Improvements Owned By Others are located on the Easement Property: two fiber optic cables.

7.3 Construction, Major Repair, Modification, and Demolition.

(a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work").

(b) All Work must conform with State's standards for Improvements current at the time Grantee submits plans and specifications for State's approval.

(c) 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 some 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.

(d) 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.

(e) Grantee shall not commence or authorize Work until Grantee or Grantee's contractor 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).

(f) Grantee shall preserve and protect Improvements Owned by Others, if any.

(g) 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.

(h) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of Work. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.

(i) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.

(j) 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 Paragraph 7.5.

7.4 Standards for Work.

(a) Applicability of Standards for Work.

(1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.

(2) If Grantee commences Work five years or more after the Commencement Date, Grantee shall comply with State's then current standards for Work.

(3) Grantee may ascertain State's current standards for Work as follows:

(i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with then current standards for Work on State-owned Aquatic Lands.

(ii) Within thirty (30) days of receiving Grantee's request, State shall provide Grantee with current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for standards.

(iii) If State does not timely provide current standards upon Grantee's request, the standards under Paragraph 7.4(b) apply to Grantee's Work provided Grantee submits plans and specifications as required by Paragraph 7.3 within two (2) years of Grantee's request for standards.

(iv) If Grantee fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Grantee shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.

(b) The following standards for Work apply to Work commenced in the five year period following the Commencement Date.

(1) None.

7.5 Grantee-Owned Improvements at End of Easement.

(a) Disposition.

(1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal.

(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) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.

(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.

(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 may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:

(i) Grantee must notify State at least one (1) year before the Termination Date of its request to leave Grantee-Owned Improvements.

(ii) State, within ninety (90) days, will notify Grantee whether State consents to any or all Grantee-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.

(c) 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.

7.6 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 for the Improvements from the time of installation or construction and

(i) Require Grantee to remove the Improvements in accordance with Paragraph 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.

7.7 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.

(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).

(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 applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, as amended.

(d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.

(e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

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 if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.

(b) Standard of Care.

  (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.

  (2) As relates 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.

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.

(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 about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

(a) Grantee and 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 result in a release or threatened release of Hazardous Substances.

(c) If use of Hazardous Substances related to the Permitted Use results in a violation of law:

(1) Grantee shall submit to State any plans for remedying the violations, and

(2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

(a) Grantee and affiliates shall not undertake activities that:

(1) Damage or interfere with the operation of remedial or restoration activities, if any;

(2) Result in human or environmental exposure to contaminated sediments, if any;

(3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

(b) If requested, Grantee shall allow reasonable access to:

(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 Hazardous Substances;
   (3) Any lien or action arising from Hazardous substances;
   (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 lands described in Paragraph 8.2(a) and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.

(c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; 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 Property.

8.7 Indemnification.

(a) Grantee shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:
   (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
   (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.

(b) 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 Paragraph 8.5.

8.8 Reservation of Rights.

(a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

(b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.

(c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

(a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, 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.

(b) Grantee may undertake a cleanup of the 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 the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the 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 <u>not</u> a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) 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.

(b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with the Tests, provided State gave Grantee thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

(c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.

(d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

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. 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 to the fullest extent permitted by law and subject to the limitations provided below.

(b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property diminution of value, and/or damages resulting from loss of use of the Easement Property.

(c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of State or State's elected officials, employees, or agents.

(d) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this Easement shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(e) 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.

(f) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Grantee or Grantee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.

10.2 Insurance Terms.

(a) Insurance Required.

(1) Grantee certifies that on the Commencement Date of this Easement, it is a member of a self-insured risk pool 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 Paragraph 10.2 and by

Paragraph 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a member of a self-insured risk pool. 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. If during the term of this Easement Grantee's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Easement, Grantee shall procure additional commercial insurance coverage to meet the requirements of this Easement. The requirements in Section 10.2(a)(3) and (4) only apply where the Grantee procures additional commercial insurance to meet the requirements of this Easement.

(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 to approve 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) All general liability, excess, umbrella, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as loss payees.

(5) 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 and endorsement(s) 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 the Easement number.

(3) Receipt of such certificates, endorsements, 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, as follows:
   (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 twenty (20) 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 Paragraph 6.3 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 are 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 One Million Dollars ($1,000,000) 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 Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers' Liability Insurance. Grantee shall procure employers' 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 and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, improvements and betterments (regardless of whether owned by Grantee or State). 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 a loss payee.

(2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arching, or pipes.

(3) 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 Paragraph 10.2(g)(3).

(4) 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.

(e) Builder's Risk Insurance.

(1) Grantee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project. Such insurance must be written on a completed form and in an amount equal to the value of the completed Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3)).

(2) Insurance described above must cover or include the following:

(i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;

(ii) The entire work on the Easement Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;

(iii) Portions of the work located away from the Easement Property but intended for use at the Easement Property, and portions of the work in transit;

(iv) Scaffolding, falsework, and temporary buildings located on the Easement Property; and

(v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Grantee or Grantee'(s) contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Grantee or Grantee's contractor shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3)).

(f) Business Auto Policy Insurance.

(1) Grantee or Grantee's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto."

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

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 the 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.

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 Paragraph 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 Paragraph 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 Paragraph 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 REMEDIES AND TERMINATION

14.1 Breach.

(a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.

(b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Grantee must submit a cure schedule within thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

(c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

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. Grantee shall comply with Paragraph 3.3, End of Term.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

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
505 Swift Blvd, MS-26
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.

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.

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, attachments, 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 of State 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 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 and Attachments. All referenced exhibits and attachments 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__ ___________________________________

MEGAN DUFFY
Department Supervisor
1111 Washington Street SE
Olympia, WA 98504

Master approved as to form this
5th Day of February 2018
Jennifer Clements, 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 MEGAN DUFFY 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 Department Supervisor 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 51-096241

Recording number of final DNR approved survey in Benton County:
AFN 2017-028731 (Book 01 Page 4934 of Surveys)

Legal description of the Property:
Located in a portion of Section 16, Township 09 North, Range 28 East, W.M.

Square footage of each use classification:

Water-dependent	0.0
Nonwater-dependent	2,336
Public Access	0.0
Total square feet	2,336

Easement Total Square Footage: 2,336

EXHIBIT B
PLAN OF OPERATIONS

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities.

- One existing water main owned by the City of Richland, authorized under agreement 51-022179.
- One fiber optic cable owned by Falcon Video, authorized under 51-080966.
- One fiber optic cable owned by Light Speed Networks, authorized under 51-089305.

B. Proposed Work.
Grantee has submitted to State plans and specifications for the Proposed Work shown in Attachment 1 to this Exhibit B (Proposed Work), which is not incorporated in this Easement. State grants its consent to the Proposed Work as provided under Paragraph 7.3 of the Easement. Grantee shall conform the Proposed Work to all requirements of this Easement, including Section 7 and the additional obligations of this Exhibit B**.**

C. Permits. Grantee has secured the following permits for the Proposed Work:

City of Richland, Shoreline Substantial Development Permit.
No. SMP2017-100 Issued: 08/10/2017
City of Richland, SEPA Determination of Non-Significance (DNS).
No. EA2017-07 Issued: 06/15/2017
U.S. Army Corp of Engineers, Nationwide Permit 12
No. NWS-2017-523 Issued: 09/08/2017
Washington State Department of Ecology, Permit Concurrence Letter.
Auth: Gary Graff, PWS Issued: 10/03/2017

2. ADDITIONAL OBLIGATIONS

None

Master Approved as to form this
1 day of June 2017
Jennifer Clements, Assistant Attorney General

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:
Resolution No. 175-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Electrical Power Lines related to Duportail Bridge Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	175-18	Resolution

Recommended Motion:
Adopt Resolution No. 175-18, authorizing the City Manager to sign and execute an Aquatic Lands Easement with the Washington State Department of Natural Resources for electrical power lines related to the Duportail Bridge project.

Summary:
The Duportail Bridge project will relocate the existing overhead utility crossings of the Yakima River onto the new bridge. The bridge has been designed with a joint utility conduit hanger system capable of supporting relocation of all existing overhead utilities under the bridge.

The Washington State Department of Natural Resources (DNR) is offering to issue Aquatic Lands Easement 51-096243 for the three (3) 6-inch power conduits to be placed in the bridge hanger system. These conduits will be used for the City's electric utility cables.

Staff recommends approval of Resolution No. 175-18, authorizing a 30-year Aquatic Lands Easement with the Washington State Department of Natural Resources in support of the Duportail Bridge project.

Fiscal Impact: The Duportail project budget will pay for the easement cost of $1,510. Sufficient funding is available in the Duportail Bridge project to cover this expense.

Attachments:
1. Resolution No. 175-18
2. Easement Agreement 51-096243 City of Richland - Powerlines

RESOLUTION NO. 175-18

A RESOLUTION of the City of Richland authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for electrical power lines crossing the Yakima River.

WHEREAS, as a condition of the Duportail Bridge Environmental Assessment, the existing overhead utility crossings of the Yakima River need to be relocated on the new bridge; and

WHEREAS, the bridge has been designed with a joint utility conduit hanger system capable of supporting the relocation of all existing overhead utilities under the bridge; and

WHEREAS, during right-of-way negotiations with the Washington State Department of Natural Resources (DNR), the City discovered that there is no existing easement on record with DNR for the overhead power crossing; and

WHEREAS, DNR is seeking to issue Aquatic Lands Easement 51-096243 for three (3) 6-inch power conduits to be placed in the hanger system; and

WHEREAS, the proposed Aquatic Lands Easement has a thirty (30) year term; and

WHEREAS, the proposed easement is a necessary component of the Duportail Bridge project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute Aquatic Lands Easement No. 51-096243 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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

When recorded, return to:
City of Richland
505 Swift Blvd, MS-26
Richland, WA 99352

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS EASEMENT

Easement No. 51-096243

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Richland
Legal Description: Section 16, Township 9 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"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

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 at Yakima River 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.

(d) This Easement does not include the right to grant easements and franchises to third parties.

1.2 Survey and Easement Property Descriptions.

(a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents 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. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.

(b) State's acceptance of Exhibit A does not constitute agreement that Grantee's property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee's property description and the area actually used by Grantee.

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:

Three Electric Powerlines (the "Permitted Use"),

and for no other purpose, including utilities unless specifically identified as part of the Permitted Use. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

(a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Grantee's compliance with this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement.

(b) Grantee shall not cause or permit:

(1) Any damage to natural resources, regardless of whether the damages are a direct or indirect result of the Permitted Use.

(2) Waste, or

(3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, hydrocarbons, refuse, garbage, waste matter, pollutants of any type, or other matter.

(c) 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.

(d) 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.

(e) 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 Grantee's 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.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years (the "Term"), beginning on the 1st day of February, 2019 (the "Commencement Date"), and ending on the 31st day of January, 2049 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement. This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date. State shall notify Grantee within ninety (90) days of its intent to approve or deny 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 in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

(b) Definition of Reasonable Wear and Tear.

(1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse by Grantee or Grantee's contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.

(2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.

(c) If Easement Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, 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 Paragraph 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 required or needed by the Permitted Use.

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.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses is a default by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

6.2 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 unpaid amount or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

(a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fee not paid by the close of business day on the due date will begin accruing interest the day after the due date.

(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 Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.4 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.

6.5 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 Grantee-Owned Improvements are located on the Easement Property: one watermain. On the Commencement Date, the following Improvements Owned By Others are located on the Easement Property: two fiber optic cables.

7.3 Construction, Major Repair, Modification, and Demolition.

(a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work").

(b) All Work must conform with State's standards for Improvements current at the time Grantee submits plans and specifications for State's approval.

(c) 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 some 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.

(d) 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.

(e) Grantee shall not commence or authorize Work until Grantee or Grantee's contractor 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).

(f) Grantee shall preserve and protect Improvements Owned by Others, if any.

(g) 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.

(h) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of Work. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.

(i) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.

(j) 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 Paragraph 7.5.

7.4 Standards for Work.

(a) Applicability of Standards for Work.

(1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.

(2) If Grantee commences Work five years or more after the Commencement Date, Grantee shall comply with State's then current standards for Work.

(3) Grantee may ascertain State's current standards for Work as follows:

(i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with then current standards for Work on State-owned Aquatic Lands.

(ii) Within thirty (30) days of receiving Grantee's request, State shall provide Grantee with current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for standards.

(iii) If State does not timely provide current standards upon Grantee's request, the standards under Paragraph 7.4(b) apply to Grantee's Work provided Grantee submits plans and specifications as required by Paragraph 7.3 within two (2) years of Grantee's request for standards.

(iv) If Grantee fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Grantee shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.

(b) The following standards for Work apply to Work commenced in the five year period following the Commencement Date.

(1) None.

7.5 Grantee-Owned Improvements at End of Easement.

(a) Disposition.

(1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal.

(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) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.

(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.

(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 may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:

(i) Grantee must notify State at least one (1) year before the Termination Date of its request to leave Grantee-Owned Improvements.

(ii) State, within ninety (90) days, will notify Grantee whether State consents to any or all Grantee-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.

(c) 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.

7.6 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 for the Improvements from the time of installation or construction and

(i) Require Grantee to remove the Improvements in accordance with Paragraph 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.

7.7 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.

(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).

(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 applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, as amended.

(d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.

(e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

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 if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.

(b) Standard of Care.

(1) Grantee shall exercise the utmost care with respect to Hazardous Substances.

(2) As relates 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.

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.

(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 about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

(a) Grantee and 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 result in a release or threatened release of Hazardous Substances.

(c) If use of Hazardous Substances related to the Permitted Use results in a violation of law:

(1) Grantee shall submit to State any plans for remedying the violations, and

(2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

(a) Grantee and affiliates shall not undertake activities that:

(1) Damage or interfere with the operation of remedial or restoration activities, if any;

(2) Result in human or environmental exposure to contaminated sediments, if any;

(3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

(b) If requested, Grantee shall allow reasonable access to:

(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 Hazardous Substances;

(3) Any lien or action arising from Hazardous substances;

(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 lands described in Paragraph 8.2(a) and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.

(c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; 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 Property.

8.7 Indemnification.

(a) Grantee shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:

(1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;

(2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.

(b) 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 Paragraph 8.5.

8.8 Reservation of Rights.

(a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

(b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.

(c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

(a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, 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.

(b) Grantee may undertake a cleanup of the 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 the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the 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 <u>not</u> a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) 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.

(b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with the Tests, provided State gave Grantee thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

(c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.

(d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

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. 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 to the fullest extent permitted by law and subject to the limitations provided below.

(b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property diminution of value, and/or damages resulting from loss of use of the Easement Property.

(c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of State or State's elected officials, employees, or agents.

(d) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this Easement shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(e) 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.

(f) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Grantee or Grantee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.

10.2 Insurance Terms.

(a) Insurance Required.

(1) Grantee certifies that on the Commencement Date of this Easement, it is a member of a self-insured risk pool 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 Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a member of a self-insured risk pool. 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. If during the term of this Easement Grantee's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Easement, Grantee shall procure additional commercial insurance coverage to meet the requirements of this Easement. The requirements in Section 10.2(a)(3) and (4) only apply where the Grantee procures additional commercial insurance to meet the requirements of this Easement.

(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 to approve 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) All general liability, excess, umbrella, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as loss payees.

(5) 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 and endorsement(s) 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 the Easement number.

(3) Receipt of such certificates, endorsements, 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, as follows:

(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 twenty (20) 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 Paragraph 6.3 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 are 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 One Million Dollars ($1,000,000)

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 Workers’ and Jones Acts. Longshore and Harbor Workers’ Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers’ Liability Insurance. Grantee shall procure employers’ 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 and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, improvements and betterments (regardless of whether owned by Grantee or State). 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 a loss payee.

(2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arching, or pipes.

(3) 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 Paragraph 10.2(g)(3).

(4) 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.

(e) Builder’s Risk Insurance.

(1) Grantee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder’s risk insurance on the entire work during the period construction is in progress and until completion of the project. Such insurance must be written on a completed form and in an amount equal to the value of the completed Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3)).

(2) Insurance described above must cover or include the following:

(i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;

(ii) The entire work on the Easement Property, including reasonable compensation for architect’s services and expenses made necessary by an insured loss;

(iii) Portions of the work located away from the Easement Property but intended for use at the Easement Property, and portions of the work in transit;

(iv) Scaffolding, falsework, and temporary buildings located on the Easement Property; and

(v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Grantee or Grantee'(s) contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Grantee or Grantee's contractor shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3)).

(f) Business Auto Policy Insurance.

(1) Grantee or Grantee's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto."

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

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 the 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.

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 Paragraph 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 Paragraph 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 Paragraph 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 REMEDIES AND TERMINATION

14.1 Breach.

(a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.

(b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Grantee must submit a cure schedule within thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

(c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

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. Grantee shall comply with Paragraph 3.3, End of Term.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

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
505 Swift Blvd, MS-26
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.

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.

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, attachments, 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 of State 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 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 and Attachments. All referenced exhibits and attachments 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__

____
MEGAN DUFFY
Department Supervisor
1111 Washington Street SE
Olympia, WA 98504

Master approved as to form this
5th Day of February 2018
Jennifer Clements, 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__ ___________________________________
(Signature)

(Seal or stamp)

____
(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 MEGAN DUFFY 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 Department Supervisor 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 51-096243

Recording number of final DNR approved survey in Benton County:
AFN 2017-028731 (Book 01 Page 4934 of Surveys)

Legal description of the Property:
Located in a portion of Section 16, Township 09 North, Range 28 East, W.M.

Square footage of each use classification:

Water-dependent	0.0
Nonwater-dependent	2,336
Public Access	0.0
Total square feet	2,336

Easement Total Square Footage: 2,336

EXHIBIT B
PLAN OF OPERATIONS

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities.

- One existing water main owned by the City of Richland, authorized under agreement 51-022179.
- One fiber optic cable owned by Falcon Video, authorized under 51-080966.
- One fiber optic cable owned by Light Speed Networks, authorized under 51-089305.

B. Proposed Work.

Grantee has submitted to State plans and specifications for the Proposed Work shown in Attachment 1 to this Exhibit B (Proposed Work), which is not incorporated in this Easement. State grants its consent to the Proposed Work as provided under Paragraph 7.3 of the Easement. Grantee shall conform the Proposed Work to all requirements of this Easement, including Section 7 and the additional obligations of this Exhibit B**.**

C. Permits. Grantee has secured the following permits for the Proposed Work:

City of Richland, Shoreline Substantial Development Permit.
No. SMP2017-100 Issued: 08/10/2017
City of Richland, SEPA Determination of Non-Significance (DNS).
No. EA2017-07 Issued: 06/15/2017
U.S. Army Corp of Engineers, Nationwide Permit 12
No. NWS-2017-523 Issued: 09/08/2017
Washington State Department of Ecology, Permit Concurrence Letter.
Auth: Gary Graff, PWS Issued: 10/03/2017

2. ADDITIONAL OBLIGATIONS

None

Master Approved as to form this
1 day of June 2017
Jennifer Clements, Assistant Attorney General

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 176-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Water Main Pipelines related to the Duportail Bridge Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	176-18	Resolution

Recommended Motion:

Adopt Resolution No. 176-18, authorizing the City Manager to sign and execute an Aquatic Lands Easement with the Washington State Department of Natural Resources for water main pipelines related to the Duportail Bridge project.

Summary:

The City's water distribution system includes a single pipeline crossing under the Yakima River near the alignment of Duportail Street. The pipeline is partially exposed in the Yakima River, making it vulnerable to damage during flood events. The City's Natural Hazard Mitigation Plan and the Duportail Bridge planning documents indicate a plan to replace the existing pipeline with three (3) 24-inch water pipelines mounted on the Duportail Bridge.

The Washington State Department of Natural Resources (DNR) owns the property under the Yakima River. The City's Duportail Bridge right-of-way acquisition process includes acquiring easements from the DNR for the existing and planned water pipelines. DNR previously authorized the existing pipeline via Easement 51-022179. DNR is offering to issue Easement 51-096242, which will replace Easement 51.022179's coverage of the existing pipeline and authorize the new planned pipelines.

Easement 51-096242 would require the City to pay an annual storage fee of six thousand dollars ($6,000) if the decommissioned pipeline is not removed from the property. DNR's proposed Easement 51-096242 provides the City with the opportunity to remove the decommissioned pipeline and eliminate the annual fee through execution of an amendment to the easement instrument. Due diligence requires evaluation of the options and cost for removing the existing 36-inch pipeline from the river. This evaluation will be completed during the term of the Duportail Bridge construction contract.

Staff recommends approval of Resolution No. 176-18, authorizing Aquatic Lands Easement 51-096242 with the Washington State Department of Natural Resources.

Fiscal Impact:	The Duportail project budget will pay for the easement cost of $1,510. Sufficient funding is available in the Duportail Bridge project to cover this expense.

Attachments:

1. Resolution No. 176-18
2. Easement Agreement 51-096242 City of Richland - Water Pipelines

RESOLUTION NO. 176-18

A RESOLUTION of the City of Richland authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for water main pipelines crossing the Yakima River.

WHEREAS, the City's water distribution system includes a single pipeline crossing the Yakima River; and

WHEREAS, the pipeline is located near the alignment of Duportail Street; and

WHEREAS, the pipeline is partially exposed in the Yakima River, making it vulnerable to damage during flood events; and

WHEREAS, the City's Natural Hazard Mitigation Plan and the Duportail Bridge planning documents indicate a plan to replace the existing pipeline with pipelines mounted on the Duportail Bridge; and

WHEREAS, the Duportail Bridge has been designed with a hanger system capable of supporting three (3) 24-inch water mains under the bridge; and

WHEREAS, the Duportail Bridge project includes decommission of the existing pipeline in place; and

WHEREAS, the Washington State Department of Natural Resources (DNR) owns the property under the Yakima River; and

WHEREAS, DNR authorized the existing pipeline via Easement 51-022179 (Richland Contract No. 17-120), which will terminate simultaneously with execution of Easement 51-096242.

WHEREAS, to accommodate both the new pipelines and the existing pipeline after it is decommissioned, DNR has offered Easement 51-096242, which has a thirty (30) year term; and

WHEREAS, Easement 51-096242 would require the City to pay an annual storage fee of six thousand dollars ($6,000) if the decommissioned pipeline is not removed from the property; and

WHEREAS, DNR's proposed Easement 51-096242 provides the City with the opportunity to remove the decommissioned pipeline and eliminate the annual fee through execution of an amendment to the easement instrument; and

WHEREAS, due diligence requires evaluation of the options and cost for removing the existing 36-inch pipeline from the river. This evaluation will be completed during the term of the Duportail Bridge construction contract; and

WHEREAS, the proposed Easement 51-096242 is a necessary component of the Duportail Bridge project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute Aquatic Lands Easement No. 51-096242 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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

When recorded, return to:
City of Richland
505 Swift Blvd, MS-26
Richland, WA 99352

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS EASEMENT

Easement No. 51-096242

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Richland
Legal Description: NE 1/4 SE 1/4, Section 16, Township 9 North, Range 28 East, W.M.
Full Legal Description on Page 28
Auditor's Reference Number: 2017-028731
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"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

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 at Yakima River 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.

(d) This Easement does not include the right to grant easements and franchises to third parties.

1.2 Survey and Easement Property Descriptions.

(a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents 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. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.

(b) State's acceptance of Exhibit A does not constitute agreement that Grantee's property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee's property description and the area actually used by Grantee.

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:

(1) Construction, installation, operation, use, maintenance, repair, and removal of the three water main pipelines labeled as City File Nos. 17-115, 17-116, and 17-117 on the Record of Survey referenced in Exhibit A and (2) the operation, use, maintenance, repair, removal, and storage of the water main pipeline labeled as City File No. 17-120 on the Record of Survey referenced in Exhibit A,

and for no other purpose, including utilities unless specifically identified as part of the Permitted Use. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

(a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Grantee's compliance with this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement.

(b) Grantee shall not cause or permit:

(1) Any damage to natural resources, regardless of whether the damages are a direct or indirect result of the Permitted Use.

(2) Waste, or

(3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, hydrocarbons, refuse, garbage, waste matter, pollutants of any type, or other matter.

(c) 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.

(d) 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.

(e) 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 Grantee's 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.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years (the “Term”), beginning on the 1st day of February, 2019 (the “Commencement Date”), and ending on the 31st day of January, 2049 (the “Termination Date”), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement. This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date. State shall notify Grantee within ninety (90) days of its intent to approve or deny 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 in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

(b) Definition of Reasonable Wear and Tear.

(1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse by Grantee or Grantee’s contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.

(2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.

(c) If Easement Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, 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 Paragraph 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 Permitted Use of construction, installation, operation, use, maintenance, repair and removal of the three (3) water main pipelines labeled as City File Nos. 17-115, 17-116, and 17-117 on the Record of Survey referenced in Exhibit A and the Permitted Use of operation, use, maintenance, repair and removal of the water main pipeline labeled as City File No. 17-120 on the Record of Survey referenced in Exhibit A, 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. For the Permitted Use of storage of the water main pipeline labeled as City File No. 17-120 on the Record of Survey referenced in Exhibit A, Grantee shall pay an annual fee of Six Thousand Dollars ($6,000.00) which is due and payable as follows: (1) within thirty days following the date the water main pipeline labeled as City File No. 17-120 is decommissioned, Grantee shall pay a prorated annual fee based on the time period between the date the water main pipeline is decommissioned and the following 30th day of November; (2) on or before each anniversary of the Commencement Date following the decommission of the water main pipeline labeled as City File No. 17-120, Grantee shall pay the full annual fee of Six Thousand Dollars ($6,000.00). 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 required or needed by the Permitted Use.

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.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses is a default by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

6.2 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 unpaid amount or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

(a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fee not paid by the close of business day on the due date will begin accruing interest the day after the due date.

(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 Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.4 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.

6.5 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 Grantee-Owned Improvements are located on the Easement Property: one watermain. On the Commencement Date, the following Improvements Owned By Others are located on the Easement Property: two fiber optic cables.

7.3 Construction, Major Repair, Modification, and Demolition.

(a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work").

(b) All Work must conform with State's standards for Improvements current at the time Grantee submits plans and specifications for State's approval.

(c) 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 some 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.

(d) 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.

(e) Grantee shall not commence or authorize Work until Grantee or Grantee's contractor 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).

(f) Grantee shall preserve and protect Improvements Owned by Others, if any.

(g) 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.

(h) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of Work. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.

(i) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.

(j) 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 Paragraph 7.5.

7.4 Standards for Work.

(a) Applicability of Standards for Work.

(1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.

(2) If Grantee commences Work five years or more after the Commencement Date, Grantee shall comply with State's then current standards for Work.

(3) Grantee may ascertain State's current standards for Work as follows:

(i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with then current standards for Work on State-owned Aquatic Lands.

(ii) Within thirty (30) days of receiving Grantee's request, State shall provide Grantee with current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for standards.

(iii) If State does not timely provide current standards upon Grantee's request, the standards under Paragraph 7.4(b) apply to Grantee's Work provided Grantee submits plans and specifications as required by Paragraph 7.3 within two (2) years of Grantee's request for standards.

(iv) If Grantee fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Grantee shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.

(b) The following standards for Work apply to Work commenced in the five year period following the Commencement Date.

(1) None.

7.5 Grantee-Owned Improvements at End of Easement.

(a) Disposition.

(1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal.

(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) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.

(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.

(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 may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:

(i) Grantee must notify State at least one (1) year before the Termination Date of its request to leave Grantee-Owned Improvements.

(ii) State, within ninety (90) days, will notify Grantee whether State consents to any or all Grantee-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.

(c) 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.

7.6 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 for the Improvements from the time of installation or construction and

(i) Require Grantee to remove the Improvements in accordance with Paragraph 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.

7.7 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.

(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).

(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 applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, as amended.

(d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.

(e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

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 if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.

(b) Standard of Care.

(1) Grantee shall exercise the utmost care with respect to Hazardous Substances.

(2) As relates 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.

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.

(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 about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

(a) Grantee and 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 result in a release or threatened release of Hazardous Substances.

(c) If use of Hazardous Substances related to the Permitted Use results in a violation of law:

(1) Grantee shall submit to State any plans for remedying the violations, and

(2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

(a) Grantee and affiliates shall not undertake activities that:

(1) Damage or interfere with the operation of remedial or restoration activities, if any;

(2) Result in human or environmental exposure to contaminated sediments, if any;

(3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

(b) If requested, Grantee shall allow reasonable access to:

(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 Hazardous Substances;

(3) Any lien or action arising from Hazardous substances;

(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 lands described in Paragraph 8.2(a) and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.

(c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; 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 Property.

8.7 Indemnification.

(a) Grantee shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:

    (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;

    (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.

(b) 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 Paragraph 8.5.

8.8 Reservation of Rights.

(a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

(b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.

(c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

(a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, 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.

(b) Grantee may undertake a cleanup of the 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 the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the 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 <u>not</u> a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) 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.

(b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with the Tests, provided State gave Grantee thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

(c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.

(d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

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. 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 to the fullest extent permitted by law and subject to the limitations provided below.

(b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property diminution of value, and/or damages resulting from loss of use of the Easement Property.

(c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of State or State's elected officials, employees, or agents.

(d) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this Easement shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(e) 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.

(f) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Grantee or Grantee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.

10.2 Insurance Terms.

(a) Insurance Required.

(1) Grantee certifies that on the Commencement Date of this Easement, it is a member of a self-insured risk pool 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 Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a member of a self-insured risk pool. 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. If during the term of this Easement Grantee's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Easement, Grantee shall procure additional commercial insurance coverage to meet the requirements of this Easement. The requirements in Section 10.2(a)(3) and (4) only apply where the Grantee procures additional commercial insurance to meet the requirements of this Easement.

(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 to approve 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) All general liability, excess, umbrella, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as loss payees.

(5) 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 and endorsement(s) 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 the Easement number.

(3) Receipt of such certificates, endorsements, 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, as follows:

(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 twenty (20) 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 Paragraph 6.3 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 are 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 One Million Dollars ($1,000,000) 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 Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers' Liability Insurance. Grantee shall procure employers' 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 and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, improvements and betterments (regardless of whether owned by Grantee or State). 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 a loss payee.

(2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arching, or pipes.

(3) 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 Paragraph 10.2(g)(3).

(4) 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.

(e) Builder's Risk Insurance.

(1) Grantee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the

project. Such insurance must be written on a completed form and in an amount equal to the value of the completed Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3)).

(2) Insurance described above must cover or include the following:

(i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;

(ii) The entire work on the Easement Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;

(iii) Portions of the work located away from the Easement Property but intended for use at the Easement Property, and portions of the work in transit;

(iv) Scaffolding, falsework, and temporary buildings located on the Easement Property; and

(v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Grantee or Grantee'(s) contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Grantee or Grantee's contractor shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3)).

(f) Business Auto Policy Insurance.

(1) Grantee or Grantee's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto."

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

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 the 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 Grantee-Owned Improvements in good order and repair, in a clean, attractive, and safe condition. Grantee shall repair all damage it causes to improvements on the Easement Property owned by others.

(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 Grantee-Owned 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 Grantee-Owned 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 Grantee-Owned Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

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 Paragraph 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 Paragraph 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 Paragraph 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 REMEDIES AND TERMINATION

14.1 Breach.

(a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.

(b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Grantee must submit a cure schedule within thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

(c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

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. Grantee shall comply with Paragraph 3.3, End of Term.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

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
505 Swift Blvd, MS-26
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.

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.

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, attachments, 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 of State 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 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 and Attachments. All referenced exhibits and attachments 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__ ____________________________________

MEGAN DUFFY
Department Supervisor
1111 Washington Street SE
Olympia, WA 98504

Approved as to form this
16th Day of November 2018
Jennifer Clements, 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 MEGAN DUFFY 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 Department Supervisor 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 51-096242

Legal description of the property:
That waterline easement legally described and shown as DNR Easement Application and File No. 51-096242, also labeled as City File Nos. 17-115, 17-116, 17-117, and 17-120, in that Record of Survey recorded in Benton County, Washington on October 3, 2017 under Auditor File Number (AFN) 2017-028731 and in volume 1 of Surveys on page 4934.

Square footage of each use classification:
Pipelines labeled as City File No. 17-115, 17-116, and 17-117:

Water-dependent	0.0
Nonwater-dependent	6,882
Public Access	0.0
Total square feet	6,882

Pipeline labeled as City File No. 17-120:

Water-dependent	0.0
Nonwater-dependent	2,451
Public Access	0.0
Total square feet	2,451

Easement Total Square Footage: 9,333

EXHIBIT B
PLAN OF OPERATIONS

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities.

- One existing water main (labeled as City File No. 17-120 on the Record of Survey referenced in Exhibit A) owned by the City of Richland, which was previously authorized by DNR Easement No. 51-022179. Easement 51-022179 will be terminated contemporaneously with the execution of this Easement.
- One fiber optic cable owned by Falcon Video, authorized under 51-080966.
- One fiber optic cable owned by Light Speed Networks, authorized under 51-089305.

B. Proposed Work.

Grantee has submitted to State a work plan that is generally described as follows: Three (3) twenty-four (24) inch diameter pipelines will be constructed on the underside of the proposed Duportail Street Bridge. These three pipelines are labeled as City File Nos. 17-115, 17-116, and 17-117 on the Record of Survey referenced in Exhibit A. The construction of the Duportail Street Bridge is authorized by Easement 51-086676. Construction of the three pipelines will be conducted from gravel pads within the Yakima River. The gravel pads are authorized by Easement 51-086676. Upon completion and operation of the three pipelines, the existing water main pipeline (labeled as City File No. 17-120 on the Record of Survey referenced in Exhibit A) will be decommissioned and remain in place as storage. This work plan will be referred to herein as the "Proposed Work."

State grants its consent to the Proposed Work as provided under Paragraph 7.3 of the Easement. Grantee shall conform the Proposed Work to all requirements of this Easement and the obligations required by permitting agencies.

Within thirty (30) days of completion of the Proposed Work, Grantee shall send to State written notice that specifies the date of decommission of the water main pipeline labeled as City File No. 17-120 on the Record of Survey referenced in Exhibit A. At the same time, Grantee shall submit the payment for the Permitted Use of storage of the water main pipeline labeled as City File No. 17-120, as set forth in Paragraph 4.1.

C. Permits. Grantee has secured the following permits for the Proposed Work:

City of Richland, Shoreline Substantial Development Permit.
No. SMP2017-100 Issued: 08/10/2017
City of Richland, SEPA Determination of Non-Significance (DNS).is
No. EA2017-07 Issued: 06/15/2017
U.S. Army Corp of Engineers, Nationwide Permit 12
No. NWS-2017-523 Issued: 09/08/2017

Washington State Department of Ecology, Permit Concurrence Letter.
Auth: Gary Graff, PWS   Issued: 10/03/2017

2. REMOVAL OF DECOMMISSIONED PIPELINE

If at any time during the term of this Easement the decommissioned water main pipeline City File No. 17-120 is removed, State and Grantee will amend this Agreement to remove the decommissioned water main pipeline from this Easement, which will include, without limitation, the following amendments: the legal description of the Easement Property in Exhibit A will be amended to remove the easement area associated with the decommissioned water main pipeline, Paragraph 2.1 (Permitted Use) will be amended to remove the use associated with the decommissioned water main pipeline, and Paragraph 4.1 (Fee) will be amended to remove the fee associated with the decommissioned water main pipeline.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:
Resolution No. 177-18, Declaring Surplus Certain Remnant Portions of Lawless Park

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	177-18	Resolution

Recommended Motion:
Adopt Resolution No. 177-18, declaring surplus certain remnant portions of Lawless Park as identified in Exhibit A therein.

Summary:
The City owns Lawless Park located between Wellhouse Loop, Lawless Drive, Thayer Avenue and Stevens Drive. Recent extensions of Stevens and Lawless Drives have created two separate, unusable remnant portions of Lawless Park totaling 3.83 acres that are under consideration to be declared surplus to the City's needs and sold for economic development. Lawless Park includes the City's popular 22-acre disc golf course, and the City of Richland Park Master Plan does not contemplate any future use or development of the 3.83-acre remnant portions of the park located north and south of the disc golf course.

On November 8, 2018, the Parks and Recreation Commission (PRC) held a duly advertised public hearing in accordance with RMC 3.06.030 to receive public comment regarding surplus of the remnant portions of Lawless Park. After the hearing, the PRC unanimously recommended that the City declare surplus up to four acres of the remnant portions of Lawless Park.

On November 26, 2018, the Economic Development Committee (EDC) unanimously recommended the City declare as surplus up to four acres of the remnant portions of Lawless Park.

Each advisory committee recommendation was made subject to committee/commission discussion that the existing trail be accommodated in future economic development projects. The trail has been accommodated in a public access easement that will be recorded as part of the short plat creating the legal lots. The trail will remain, but may potentially be relocated as the properties develop. The declaration of surplus will not impact the disc golf course. If surplus is approved, sale of the property will be considered by separate resolution.

Staff recommends approval of Resolution No. 177-18.

Fiscal Impact: There is no fiscal impact to declare property surplus. There may be future fiscal impact based on the sale and development of City-owned land.

Attachments:
1. Resolution No. 177-18

RESOLUTION NO. 177-18

A RESOLUTION of the City of Richland declaring surplus 3.83 acres of property at Lawless Park.

WHEREAS, the City of Richland owns Lawless Park located in the vicinity of Wellhouse Loop, Lawless Drive and Stevens Drive, and identified as a portion of Benton County Parcel No. 115981020400054; and

WHEREAS, the recent street extensions of Stevens Drive and Lawless Drive created two separate unusable remnant portions of Lawless Park totaling 3.83 acres; and

WHEREAS, pursuant to Richland Municipal Code (RMC) 3.06, the City of Richland has full authority to declare surplus property in the best interest of the City; and

WHEREAS, the Parks & Recreation Master Plan does not contemplate any future use or development of the remnant portions of Lawless Park; and

WHEREAS, Lawless Park's popular 22-acre disc golf course is unaffected by surplus and sale of the identified parcel remnants; and

WHEREAS, on November 8, 2018, the Parks and Recreation Commission (PRC) held a duly advertised public hearing in accordance with RMC 3.06.030 to receive public comment on the proposed surplus action; and

WHEREAS, after concluding the hearing, where no public testimony was received, the PRC unanimously recommended to surplus the identified property; and

WHEREAS, on November 26, 2018, the Economic Development Committee (EDC) unanimously recommended to surplus the identified property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that certain real property described herein and depicted in the attached **Exhibit A** is no longer needed for public purposes, and is therefore surplus to the City's needs.

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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

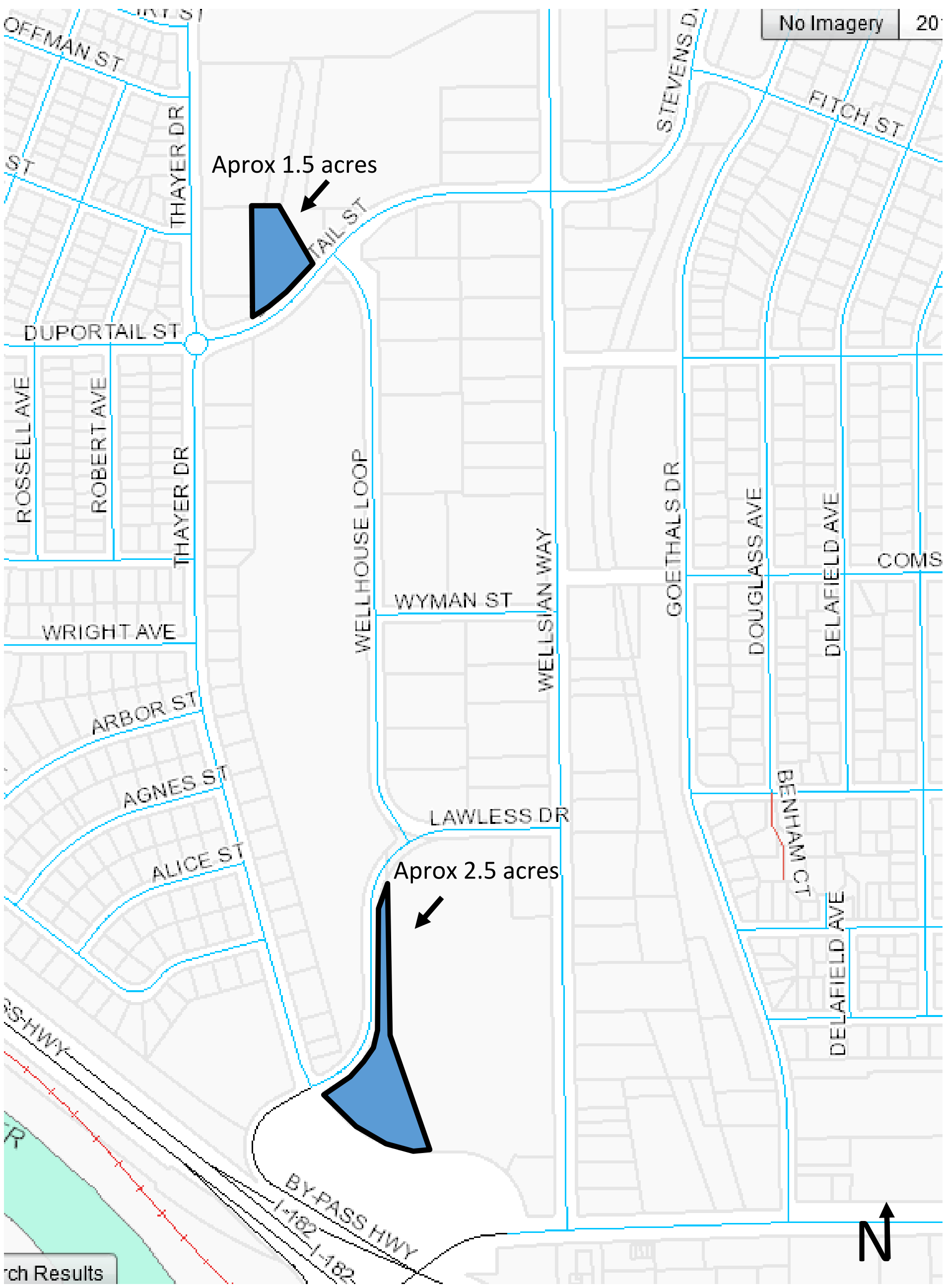
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

EXHIBIT A to Resolution No. 177-18

Surplus of approximately 1.5 acres of Lawless Park north of Duportail Street and approximately 2.5 acres south of Lawless Drive.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:
Resolution No. 178-18, Authorizing a Purchase and Sale Agreement for Surplus Property Formerly Associated with Lawless Park

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	178-18	Resolution

Recommended Motion:
Adopt Resolution No. 178-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with the Bush Living Trust for sale of a portion of surplus property formerly associated with Lawless Park.

Summary:
The City owns Lawless Park located between Wellhouse Loop, Lawless Drive, Thayer Avenue and Stevens Drive. Recent extensions of Stevens and Lawless Drives have created two separate, unusable remnant portions of Lawless Park totaling 3.83 acres. Resolution No. 177-18 declared the unusable remnant portions surplus to the City's needs, and the property is now ready to be sold for economic development.

On November 26, 2018, the Economic Development Committee (EDC) unanimously recommended the sale of up to four acres of the surplussed portions of Lawless Park to the Bush Living Trust at the unit rate of $2.00 per square foot. The property is identified as Lots 2 and 4 of the attached preliminary short plat. The Comprehensive Land Use Plan and Zoning Map designate the property to permit only parks, open space and/or public facilities. The buyer intends to carry forward land use and zoning amendment proposals to facilitate the development of residential uses north of Stevens Drive (lot 2) and commercial uses south of Lawless Drive (lot 4). The buyer also intends to work with the Washington State Department of Transportation and the City to acquire unneeded state and city right-of-way adjacent and south of the 3.83 acres of property subject to this purchase and sale agreement.

The sale will not impact the popular City-owned 22-acre disc golf course located on Lot 3. Lot 1 will be retained by the City as a public trail connecting to public trails traversing Lots 2, 3, and 4. Proceeds of the sale will be deposited into the City's Parks Reserve Fund.

Staff recommends approval of Resolution No. 178-18.

Fiscal Impact:	Sale of the 3.83 acres of surplus land at $2.00 per square foot will yield a $333,669.60 gross sale price. The net sale price will subtract one-half of closing costs and the cost of title insurance from the gross sales price.

Attachments:
1. Resolution No. 178-18
2. Purchase and Sale Agreement - Bush Living Trust
3. Preliminary Short Plat

RESOLUTION NO. 178-18

A RESOLUTION of the City of Richland authorizing a purchase and sale agreement by and between the City of Richland and the Bush Living Trust.

WHEREAS, the City of Richland owns Lawless Park located in the vicinity of Wellhouse Loop, Lawless Drive and Stevens Drive, and identified as a portion of Benton County Parcel No. 115981020400054; and

WHEREAS, the recent street extensions of Stevens Drive and Lawless Drive created two separate unusable remnant portions of Lawless Park totaling 3.83 acres; and

WHEREAS, Resolution No. 177-18 declared as surplus 3.83 acres of Lawless Park property north of Stevens Drive and south of Lawless Drive; and

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

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

WHEREAS, pursuant to Chapter 3.06 RMC, the Richland City Council may determine the formality of appraisal necessary to set the minimum acceptable price to achieve reasonable value; and

WHEREAS, in consideration of the assessed value of comparable properties and the risks and cost inherent in a request to change the City's Comprehensive Land Use Plan and current zoning designation, Council finds $2.00 per square foot to be a reasonable value, yielded as a result of direct negotiation and recommended unanimously by the City's Economic Development Committee (EDC); and

WHEREAS, at its November 26, 2018 meeting, the EDC recommended the sale of 3.83 acres of City-owned surplus property formerly associated with Lawless Park to the Bush Living Trust for the unit price of $2.00 per square foot; and

WHEREAS, sale of the identified 3.83 acres will not impact the popular 22-acre disc golf course located in Lawless Park; and

WHEREAS, the proceeds of this transaction will be deposited into the City's Park Reserve Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement and all other documents necessary to sell 3.83 acres of surplus property to the Bush Living Trust as identified 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 the18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
Re: a portion of Lot 11, Block 400, Plat of Richland, lying in sections of 10 & 15, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington

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 the **BUSH LIVING TRUST,** a revocable trust created under the laws of the State of Washington ("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 on a portion of Lot 11, Block 400, Plat of Richland, lying in sections of 10 & 15, Township 9 North, Range 28 East, W.M., 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 Three Hundred Thirty-Three Thousand Six Hundred Sixty-Nine Dollars and Sixty Cents ($333,669.60) (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 First American 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 Ten Thousand Dollars ($10,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

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

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

4. Title Matters.

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

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

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

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, in which event the Earnest Money Deposit 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 no later than December 26, 2018. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed as multifamily, commercial, and/or retail uses. Any deviation from this intended use must be authorized by the Seller in writing. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

8. Casualty and Condemnation.

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

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

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

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

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the closing.

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

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

If to Seller: City of Richland
Attn: P&PF Director
505 Swift Blvd., MS-13
Richland, Washington 99352
Phone: (509) 942-7578

If to Purchaser: Bush Living Trust
Timothy T Bush, Trustee
520 West Columbia Drive
Kennewick, WA 99336
Phone: (509) 947-7902
Email: tim@bushcarwash.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. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

11.14. Cooperation. Buyer intends to complete a §1031 tax-deferred exchange utilizing the services of Beutler Exchange Group, LLC. Seller agrees to cooperate at no expense to Seller.

[*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	**BUSH LIVING TRUST – PURCHASER**
______________________________	______________________________
By: Cynthia D. Reents	By:
Its: City Manager	Its:
______________________________	______________________________
Date	Date

APPROVED AS TO FORM:

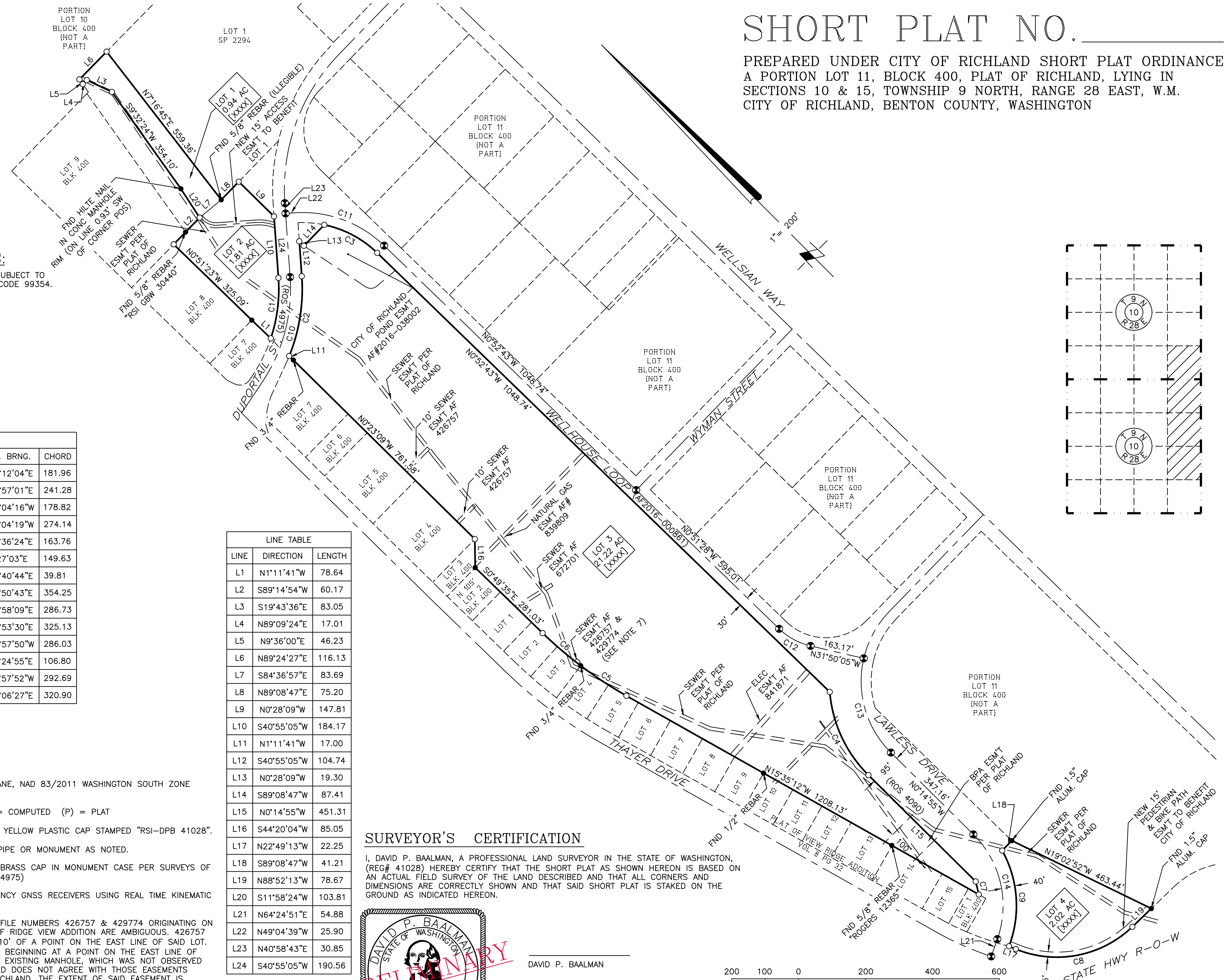
____
By: Heather Kintzley, City Attorney

Exhibit A

Preliminary short plat lots two (2) and four (4) located on a portion of Lot 11, Block 400, Plat of Richland, lying in sections of 10 & 15, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.

SHORT PLAT NO.________

PREPARED UNDER CITY OF RICHLAND SHORT PLAT ORDINANCE
A PORTION LOT 11, BLOCK 400, PLAT OF RICHLAND, LYING IN
SECTIONS 10 & 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



CITY OF RICHLAND NOTES:

1. ADDRESSES [SHOWN IN BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE 99354.
2. PLACEHOLDER

X
X
X
X
X
X
X

PLACEHOLDER

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	183.14	465.00	22°33'57"	N52°12'04"E	181.96
C2	243.38	535.00	26°03'52"	N53°57'01"E	241.28
C3	181.23	320.00	32°26'59"	N17°04'16"W	178.82
C4	279.96	395.00	40°36'34"	S20°04'19"W	274.14
C5	163.88	1221.12	7°41'22"	S11°36'24"E	163.76
C6	149.72	1221.12	7°01'30"	S4°27'03"E	149.63
C7	39.86	230.00	9°55'49"	N31°40'44"E	39.81
C8	374.66	325.00	66°03'00"	S55°50'43"E	354.25
C9	295.98	340.00	49°52'42"	N40°58'09"E	286.73
C10	331.15	500.00	37°56'50"	N59°53'30"E	325.13
C11	294.65	350.00	48°14'08"	N24°57'50"W	286.03
C12	108.11	200.00	30°58'15"	S16°24'55"E	106.80
C13	305.75	300.00	58°23'41"	S28°57'52"W	292.69
C14	338.58	300.00	64°39'53"	N32°06'27"E	320.90

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N1°11'41"W	78.64
L2	S89°14'54"W	60.17
L3	S19°43'36"E	83.05
L4	N89°09'24"E	17.01
L5	N9°36'00"E	46.23
L6	N89°24'27"E	116.13
L7	S84°36'57"E	83.69
L8	N89°08'47"E	75.20
L9	N0°28'09"W	147.81
L10	S40°55'05"W	184.17
L11	N1°11'41"W	17.00
L12	S40°55'05"W	104.74
L13	N0°28'09"W	19.30
L14	S89°08'47"W	87.41
L15	N0°14'55"W	451.31
L16	S44°20'04"W	85.05
L17	N22°49'13"W	22.25
L18	S89°08'47"W	41.21
L19	N88°52'13"W	78.67
L20	S11°58'24"W	103.81
L21	N64°24'51"E	54.88
L22	N49°04'39"W	25.90
L23	N40°58'43"E	30.85
L24	S40°55'05"W	190.56

SURVEYOR'S NOTES:

1. BASIS OF BEARING IS GRID, US STATE PLANE, NAD 83/2011 WASHINGTON SOUTH ZONE BASED ON GNSS OBSERVATIONS
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED (P) = PLAT
3. ○ =DENOTES SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-DPB 41028".
4. ● =DENOTES FOUND 1" CRIMPED IRON PIPE OR MONUMENT AS NOTED.
5. =DENOTES FOUND CITY OF RICHLAND BRASS CAP IN MONUMENT CASE PER SURVEYS OF RECORD (ROS 582, 979, 1069, 4090, & 4975)
6. SURVEY METHODS UTILIZED: MULTI FREQUENCY GNSS RECEIVERS USING REAL TIME KINEMATIC METHODS.
7. EASEMENTS DESCRIBED UNDER AUDITOR'S FILE NUMBERS 426757 & 429774 ORIGINATING ON THE EAST LINE OF LOT 3 OF THE PLAT OF RIDGE VIEW ADDITION ARE AMBIGUOUS. 426757 DESCRIBES ONLY ANYTHING LYING WITHIN 10' OF A POINT ON THE EAST LINE OF SAID LOT. 429774 DESCRIBES A 15' WIDE EASEMENT BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT THEN RUNNING EASTERLY TO AN EXISTING MANHOLE, WHICH WAS NOT OBSERVED DURING THE COURSE OF THIS SURVEY, AND DOES NOT AGREE WITH THOSE EASEMENTS SHOWN ON THE FACE OF THE PLAT OF RICHLAND. THE EXTENT OF SAID EASEMENT IS THEREFORE UNKNOWN.

SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG# 41028) HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DAVID P. BAALMAN · STATE OF WASHINGTON · 41028 · REGISTERED · PROFESSIONAL LAND SURVEYOR

PRELIMINARY

DAVID P. BAALMAN

DATE

REV: NONE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF RICHLAND AT ____ M.,
THIS _______ DAY OF _______________, 20____ A.D., AND RECORDED IN VOLUME 1 OF
SHORT PLATS, AT PAGE _________, RECORDS OF BENTON COUNTY, WASHINGTON.

BENTON COUNTY AUDITOR

FEE NUMBER

RSI
ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	CITY OF RICHLAND			JOB 40218	
PROJECT	SHORT PLAT PORTION LOT 11 BLOCK 400, PLAT OF RICHLAND				
DRN. BY DPB	SCALE 1"= 200'		ACAD VER -2017 F.B. NO - 849	SHEET 1	
APPROVED DPB	DATE 12-5-18		FILE: 40218.dwg	OF 3	

SHORT PLAT NO.__________

PREPARED UNDER CITY OF RICHLAND SHORT PLAT ORDINANCE
A PORTION LOT 11, BLOCK 400, PLAT OF RICHLAND, LYING IN
SECTIONS 10 & 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

THE LAND IN THE COUNTY OF BENTON, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 11, BLOCK 400, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON,

EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF SAID BLOCK 400, THENCE NORTH 9°32'05" EAST 508.31 FEET; THENCE NORTH 89°09'24" EAST 6.43 FEET; THENCE NORTH 9°36'00" EAST 28.47 FEET; THENCE NORTH 89°09'24" EAST 17.09 FEET; THENCE SOUTH 19°43'36" EAST 83.05 FEET; THENCE SOUTH 9°32'24" WEST 354.10 FEET; THENCE SOUTH 11°58'24" WEST 103.81 FEET; THENCE SOUTH 89°9'24" WEST TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 1760 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO A POINT ON THE WESTERLY MARGIN OF WELLSIAN WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 160 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 160 FEET TO THE TRUE POINT OF BEGINNING:

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 220 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WESTERLY MARGIN OF WELLSIAN WAY; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00° 51'13" EAST 354.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 150 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 220 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WESTERLY MARGIN OF WELLSIAN WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 204.17 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 204.17 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET SAID POINT BEING THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 220 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WESTERLY MARGIN OF WELLSIAN WAY; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 204.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 150 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 2260 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO A POINT ON THE WESTERLY MARGIN OF WELLSIAN WAY & THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'41" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 110 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 110 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 1950 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 200 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 200 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY, A DISTANCE OF 1920 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO A POINT ON THE WESTERLY MARGIN OF WELLSIAN WAY & THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 140 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 0°51'13" WEST 140 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 0°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 220 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WESTERLY MARGIN OF WELLSIAN WAY; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°51'13" EAST 204.17 FEET; THENCE SOUTH 89°08'47" WEST 158.31 FEET; THENCE NORTH 00°51'13" WEST 201.80 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9°35'10" A RADIUS OF 170 FEET & A CURVE LENGTH OF 28.44 FEET; THENCE NORTH 89°08'47" EAST 130 FEET TO THE TRUE POINT OF BEGINNING:

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 2150 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°15'13" EAST 150 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 89°08'47" WEST 40 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 150 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY AND ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND, SHEET NO. 30, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELISIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 424.17 FEET; THENCE SOUTH 89°08'47" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" EAST 300 FEET; THENCE SOUTH 00°51"13" EAST 200.00 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 200 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THE SOUTH 50.00 FEET THEREOF;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 574.17 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 202 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 202 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 1760 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 190 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 190 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 776.17 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 148 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 148 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 1107.17 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 90 FEET; THENCE NORTH 89°08'47" WEST 300 FEET; THENCE NORTH 00°51'13" WEST 90 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 924.17 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 183 FEET; THENCE NORTH 89°08'47" WEST 300 FEET; THENCE NORTH 00°51'13" WEST 183 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY 2300 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 25 FEET TO THE POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 267.04 FEET THRU A CENTRAL ANGLE OF 90° AND HAVING A RADIUS OF 170 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°08'47" EAST 130 FEET; THENCE NORTH 00°51'13" WEST 195.00 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET; THENCE SOUTH 00°51'13" ALONG THE CENTERLINE OF SAID WELLSIAN WAY 924.17 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 150 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET; THENCE SOUTH 0°51'13" EAST ALONG THE CENTERLINE OF SAID WELLSIAN WAY 1074.17 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 213 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 0°51'13" WEST 213 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG SAID CENTERLINE OF WELLSIAN WAY A DISTANCE OF 220 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WESTERLY MARGIN OF WELLSIAN WAY; THENCE CONTINUING SOUTH 89°08'47" WEST 430 FEET; THENCE SOUTH 84°21'12" WEST 28.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°51'13" EAST, 201.80 FEET; THENCE SOUTH 89°08'47" WEST, 141.69 FEET; THENCE NORTH 0°51'13" WEST, 34.17 FEET TO THE POINT OF TANGENCY OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 80°24'50", A RADIUS OF 170 FEET AND A CURVE LENGTH OF 238.59 FEET (THE CHORD WHICH BEARS NORTH 39°21'12" EAST 219.49 FEET) TO THE TRUE POINT OF BEGINNING;

(CONTINUED ON SHEET 3 OF 3)

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN WITH OUR CONSENT AND IN ACCORDANCE WITH OUR DESIRES AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN THEREON.

____
AUTHORIZED REPRESENTATIVE
CITY OF RICHLAND

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF BENTON } S.S.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT __________________ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT TO AS THE ________________________ OF THE CITY OF RICHLAND TO BE THE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: __________ ____________________________________

TITLE: ________________________

MY APPOINTMENT EXPIRES: __________________

APPROVALS

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON THE DATE OF THIS CERTIFICATION HAVE BEEN PAID.

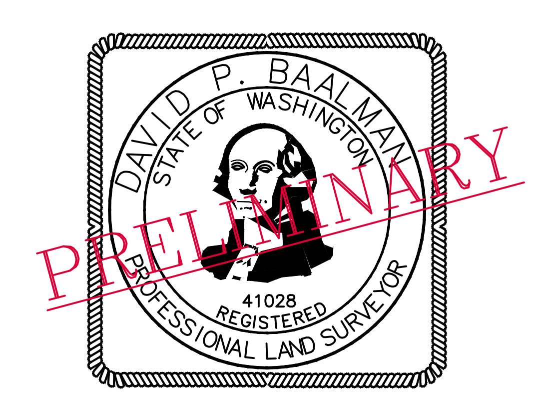
DATED THIS __________ DAY OF_______________, 20___.

PARCEL NUMBER 1-1598-102-0400-054

______________________________ ______________________
BENTON COUNTY TREASURER DATE

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, COUNTY OF BENTON, STATE OF WASHINGTON.

______________________________ ______________________
CITY OF RICHLAND CITY ENGINEER DATE



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DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF RICHLAND AT ____ M.,
THIS ______ DAY OF ______________, 20____ A.D., AND RECORDED IN VOLUME 1 OF
SHORT PLATS, AT PAGE _________, RECORDS OF BENTON COUNTY, WASHINGTON.

______________________________ ______________________
BENTON COUNTY AUDITOR FEE NUMBER

REV: NONE

RSI
ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	CITY OF RICHLAND			JOB 40218
PROJECT	SHORT PLAT PORTION LOT 11 BLOCK 400, PLAT OF RICHLAND			
DRN. BY DPB	SCALE NA	ACAD VER -2017 F.B. NO - 849 FILE: 40218.dwg		SHEET 2 OF 3
APPROVED DPB	DATE 12-5-18			

SHORT PLAT NO. ________

PREPARED UNDER CITY OF RICHLAND SHORT PLAT ORDINANCE
A PORTION LOT 11, BLOCK 400, PLAT OF RICHLAND, LYING IN SECTIONS 10 & 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION (CONTINUED FROM SHEET 2 OF 2)

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF SAID WELLSIAN WAY 2555 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WEST MARGIN OF SAID WELLSIAN WAY & THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°51'13" EAST ALONG SAID MARGIN 1396 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 88°04'02" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 11, A DISTANCE OF 27.38 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 900.62 FEET, A DISTANCE OF 80.37 FEET THROUGH A CENTRAL ANGLE OF 05°06'47"; THENCE NORTH 16°55'58" WEST, 58.99 FEET; TO THE POINT OF CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 255 FEET A DISTANCE OF 20.16 FEET, THROUGH A CENTRAL ANGLE OF 71°56'15" TO THE POINT OF TANGENCY; THENCE NORTH 88°52'13" WEST 95 FEET; THENCE NORTH 19°03'45" WEST 463.46 FEET TO A POINT WHICH LIES 600 FEET WEST AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID LOT 11, THENCE NORTH 00°51'13" WEST PARALLEL TO SAID EAST LINE OF LOT 11, A DISTANCE OF 785.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 230 FEET, A DISTANCE OF 191.31 FEET THROUGH A CENTRAL ANGLE OF 47°39'27" TO A POINT OF TANGENCY; THENCE NORTH 89°08'47" EAST, 430 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET, SAID POINT BEING ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST A DISTANCE OF 724.17 FEET; THENCE SOUTH 89°08'47" WEST 340 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 200 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 200 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 2060 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO A POINT ON THE WESTERLY MARGIN OF WELLSIAN WAY & THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 00°51'13" EAST 200 FEET; THENCE NORTH 89°08'47" EAST 300 FEET; THENCE NORTH 00°51'13" WEST 200 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET; THENCE SOUTH 0°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY, 2370 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE WEST MARGIN OF WELLSIAN WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 0°51'13" EAST 125 FEET; THENCE NORTH 89°08'47" EAST 300 FEET TO SAID WEST MARGIN OF WELLSIAN WAY; THENCE NORTH 0°51'13" WEST 125 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET AS SHOWN ON SAID PLAT OF RICHLAND SHEET #30, SAID POINT BEING LOCATED ON THE CENTERLINE OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 1197.17 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'47" WEST 300 FEET; THENCE SOUTH 0°51'13" EAST 90 FEET; THENCE NORTH 89°08'47" WEST 300 FEET; THENCE NORTH 0°51'13" WEST 90 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY 1287.17 FEET; THENCE SOUTH 89°08'47" WEST 40 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL "S" AS SHOWN ON SURVEY #509; THENCE CONTINUING SOUTH 89°08'47" WEST ALONG THE SOUTH LINE OF SAID PARCEL "S" 300 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "S"; THENCE SOUTH 0°51'13" EAST 10 FEET; THENCE NORTH 89°08'47" EAST PARALLEL TO SAID SOUTH LINE 300 FEET; THENCE NORTH 0°51'13" WEST 10 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & WYMAN STREET AS SHOWN ON SURVEY #979; THENCE NORTH 0°51'23" WEST ALONG THE CENTERLINE OF WELLSIAN WAY, 30 FEET; THENCE SOUTH 89°08'26" WEST 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°51'23" WEST ALONG THE WEST MARGIN OF WELLSIAN WAY, 402.93 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DEEDED BY THE CITY OF RICHLAND UNDER AUDITOR'S FILE NO. 88–8548; THENCE SOUTH 89°08'41" WEST, ALONG SAID SOUTH LINE 299.97 FEET; THENCE NORTH 0°51'29" WEST ALONG THE WEST LINE OF SAID PARCEL 10 FEET; THENCE SOUTH 89°08'41" WEST 299.98 FEET TO THE EAST MARGIN OF WELLHOUSE LOOP; THENCE SOUTH 0°51'39" EAST ALONG SAID EAST MARGIN 412.97 FEET TO THE NORTH MARGIN OF WYMAN STREET; THENCE NORTH 89°08'26" EAST, ALONG SAID NORTH MARGIN 599.93 FEET TO THE TRUE POINT OF BEGINNING;

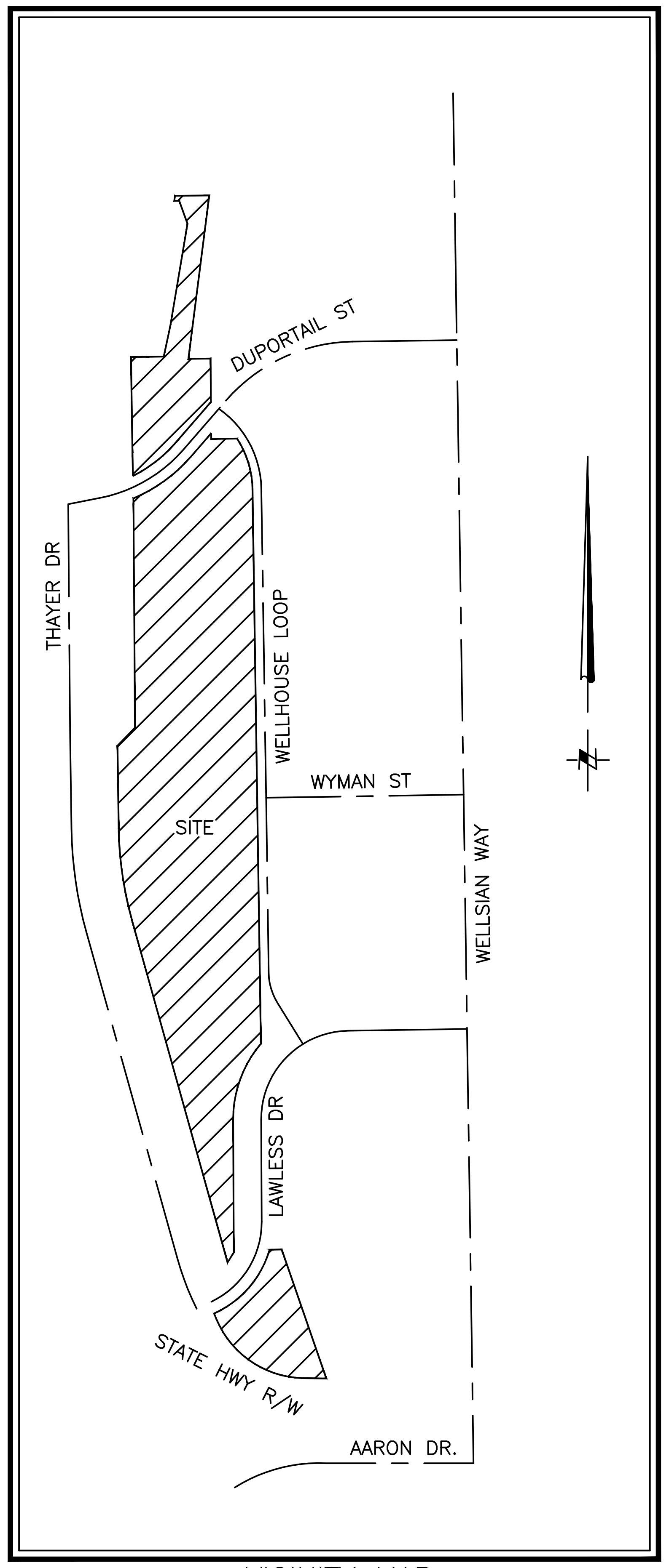
AND ALSO EXCEPT PORTION OF TRACT B, AS SHOWN ON RECORD OF SURVEY #582, RECORDED ON APRIL 18, 1980 UNDER AUDITOR'S FILE NO. 818311 BEING A PORTION OF LOT 11, BLOCK 400, PLAT OF RICHLAND, ACCORDING TO THE PLAT OF RICHLAND, RECORDED IN VOLUME 6 & 7, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT B, SAID POINT IS ALSO ON THE WEST MARGIN OF WELLHOUSE LOOP, ALSO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°08'47" WEST ALONG THE SOUTH LINE OF SAID TRACT B, A DISTANCE OF 137.27 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°28'09" WEST, 272.86 FEET TO THE POINT ON THE NORTH LINE OF SAID TRACT B; THENCE NORTH 89°08'47" EAST ALONG SAID NORTH LINE 193.58 FEET TO A NON–TANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 230 FEET AND A RADIAL BEARING SOUTH 49°12'07" EAST, SAID POINT IS ALSO ON THE WEST MARGIN OF WELLHOUSE LOOP; THENCE SOUTHEAST ALONG SAID CURVE AND SAID WEST MARGIN THROUGH A CENTRAL ANGLE OF 41°39'06" WITH AN ARC LENGTH OF 167.20 FEET TO ITS POINT OF TANGENCY; THENCE SOUTH 00°51'13" EAST ALONG SAID WEST MARGIN 120.00 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF WELLSIAN WAY & ELLIOT STREET; THENCE SOUTH 00°51'13" EAST ALONG THE CENTERLINE OF WELLSIAN WAY A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°08'47" WEST A DISTANCE OF 40.00 FEET TO A POINT AT THE INTERSECTION OF THE WEST MARGIN OF WELLSIAN WAY AND THE NORTH MARGIN OF WELLHOUSE LOOP SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH MARGIN A DISTANCE OF 430.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH MARGIN A DISTANCE OF 430.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 361.28 FEET; THENCE SOUTH 00°51'13" EAST, PARALLEL WITH WELLSIAN WAY A DISTANCE OF 120.00 FEET; THENCE LEAVING SAID MARGIN SOUTH 89°08'47" WEST A DISTANCE OF 250.00 FEET; THENCE NORTH 07°16'45" EAST A DISTANCE OF 836.10 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11; THENCE ALONG SAID NORTHERLY LINE NORTH 89°17'50" EAST A DISTANCE OF 229.90 FEET TO THE WEST MARGIN OF WELLSIAN WAY; THENCE SOUTH 00°51'13" EAST ALONG SAID WEST MARGIN A DISTANCE OF 634.25 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THE SOUTH 275.63 FEET AS MEASURED ALONG THE WEST LINE THEREOF;

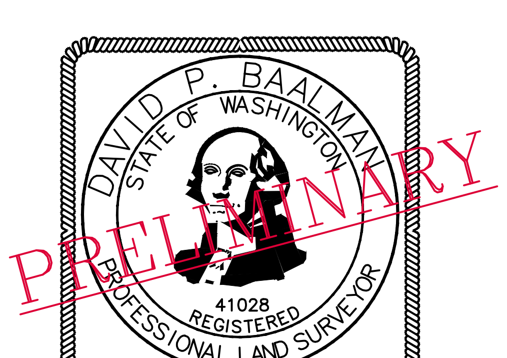
AND ALSO EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY (LAWLESS DRIVE) DEDICATED ON DECEMBER 23, 2009 UNDER AUDITOR'S FILE NO. 2009–037759 AND DESCRIBED AS FOLLOWS: A PORTION OF LOT 11, BLOCK 400 OF THE PLAT OF RICHLAND AS RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF SAID COUNTY AND STATE, ALSO A PORTION OF LOT 2 (B) OF SHORT PLAT #2338 AS RECORDED AS RECORDED IN VOLUME 1 OF SHORT PLATS ON PAGE 2338, RECORDS OF SAID COUNTY AND STATE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11 OF SAID BLOCK 400, SAID CORNER IS AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF WELLSIAN WAY AND THE NORTHERLY RIGHT OF WAY OF THE BY–PASS HIGHWAY (AKA) AARON DRIVE AS SHOWN ON SAID PLAT OF RICHLAND; THENCE NORTH 00°51'13" WEST A DISTANCE OF 1395.50 ALONG SAID WESTERLY RIGHT OF WAY OF SAID WELLSIAN WAY TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY THE MOST SOUTHERLY RIGHT OF WAY OF WELLHOUSE LOOP, SAID INTERSECTION IS ALSO THE NORTHEAST CORNER OF SAID SHORT PLAT #2338; THENCE SOUTH 89°08'47" WEST AND 339.45 FEET ALONG SAID SOUTHERLY RIGHT OF WAY AND THE NORTHERLY LINE OF SAID SHORT PLAT #2338; THENCE SOUTH 66°04'39" WEST A DISTANCE OF 25.52 FEET LEAVING SAID SOUTHERLY RIGHT OF WAY AND SAID NORTHERLY LINE TO A NON–TANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST SAID CURVE HAVING A RADIAL BEARING AND DISTANCE OF SOUTH 00°51'13" EAST A DISTANCE OF 260.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 298.39 FEET THROUGH A CENTRAL ANGLE OF 65°45'23" TO A NON–TANGENT POINT THAT INTERSECTS THE WESTERLY LINE OF SAID SHORT PLAT #2338 SAID POINT IS ALSO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°51'13" EAST A DISTANCE OF 546.76 FEET LEAVING SAID CURVE ALONG SAID WESTERLY LINE TO AN ANGLE POINT IN SAID WESTERLY LINE OF SAID SHORT PLAT; THENCE SOUTH 89°08'47" WEST A DISTANCE OF 41.44 FEET LEAVING SAID WESTERLY LINE TO A NON–TANGENT POINT ON A CURVE CONCAVE TO THE NORTHWEST SAID CURVE HAVING A RADIAL BEARING AND DISTANCE OF NORTH 73°52'30" WEST A DISTANCE OF 340.0 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 286.67 FEET THROUGH A CENTRAL ANGLE OF 48°18'32" TO ITS POINT OF TANGENCY; THENCE SOUTH 64°26'02" WEST A DISTANCE OF 8.63 FEET TO A NON–TANGENT POINT ON A CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY OF THAYER DRIVE AS SHOWN ON SAID PLAT OF RICHLAND SAID CURVE AND RIGHT OF WAY IS CONCAVE TO THE NORTHEAST SAID CURVE HAVING A RADIAL BEARING AND DISTANCE OF NORTH 59°38'56" EAST A DISTANCE OF 913.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY A DISTANCE OF 133.38 FEET THROUGH A CENTRAL ANGLE OF 08°21'43" TO THE SOUTHWEST CORNER OF LOT 1 OF BLOCK 400 OF SAID PLAT OF RICHLAND; THENCE NORTH 74°25'53" EAST A DISTANCE OF 114.48 FEET (116.20 FEET PER SAID PLAT); LEAVING SAID EASTERLY RIGHT OF WAY TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 15°33'58" WEST A DISTANCE OF 23.25 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 TO A NON–TANGENT POINT ON A CURVE CONCAVE TO THE NORTHWEST (SAID CURVE IS COMMON WITH THE AFOREMENTIONED CURVE HAVING A 340.00 FOOT RADIUS); SAID CURVE HAVING A RADIAL BEARING AND DISTANCE OF NORTH 53°13'01" WEST A DISTANCE OF 230.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.38 FEET THROUGH A CENTRAL ANGLE OF 10°03'32" TO A NON–TANGENT POINT; THENCE NORTH 00°14'17" WEST A DISTANCE OF 451.46 FEET LEAVING SAID NON–TANGENT CURVE TO A POINT ON A TANGENT POINT; THENCE NORTH 00°14'17" WEST A DISTANCE OF 451.46 FEET LEAVING SAID NON–TANGENT CURVE TO A POINT ON A TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 395.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 279.97 FEET THROUGH A CENTRAL ANGLE OF 40°36'38" TO A NON–TANGENT POINT SAID POINT IS THE INTERSECTION OF THE PROJECTION OF THE MOST WESTERLY RIGHT OF WAY LINE OF SAID WELLHOUSE LOOP AND SAID CURVE; THENCE NORTH 00°51'00" WEST A DISTANCE OF 239.70 FEET, ALONG SAID PROJECTION TO A NON–TANGENT POINT ON A CURVE CONCAVE TO THE NORTHEAST SAID POINT IS LYING ON SAID MOST WESTERLY RIGHT OF WAY OF SAID WELLHOUSE LOOP; SAID CURVE HAVING A RADIAL BEARING AND DISTANCE OF NORTH 89°09'00" EAST A DISTANCE OF 230.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC AND SAID MOST WESTERLY RIGHT OF WAY OF SAID CURVE A DISTANCE OF 169.99 FEET THROUGH A CENTRAL ANGLE OF 42°20'46" TO A NON–TANGENT POINT; THENCE SOUTH 00°51'13" EAST A DISTANCE OF 238.32 FEET LEAVING SAID NON–TANGENT CURVE BACK TO THE TRUE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY (DUPORTAIL ST) CONVEYED BY INSTRUMENT RECORDED ON DECEMBER 14, 2016 UNDER AUDITOR'S FILE NO. 2016–037999;

AND ALSO EXCEPT THAT PORTION DEDICATED FOR WELLHOUSE LOOP AND WYMAN STREET BY THE CITY OF RICHLAND ON JANUARY 11, 2016 UNDER AUDITOR'S FILE NO. 2016–000861.



VICINITY MAP
N.T.S.



____
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF RICHLAND AT ____ M.,
THIS ______ DAY OF ______________, 20____ A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE __________, RECORDS OF BENTON COUNTY, WASHINGTON.

________________ BENTON COUNTY AUDITOR

________________ FEE NUMBER

REV: NONE

RSI
ROGERS SURVEYING INC., P.S.
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CLIENT	CITY OF RICHLAND		JOB 40218
PROJECT	SHORT PLAT PORTION LOT 11 BLOCK 400, PLAT OF RICHLAND		
DRN. BY DPB	SCALE NA	ACAD VER –2017 F.B. NO – 849	SHEET 3
APPROVED DPB	DATE 12–5–18	FILE: 40218.dwg	OF 3

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:
Resolution No. 179-18, Reauthorizing the Purchase and Sale Agreement with River Trails Club, LP

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	179-18	Resolution

Recommended Motion:
Adopt Resolution No. 179-18, reauthorizing the July 3, 2018 Purchase and Sale Agreement with River Trails Club, LP for acquisition of an easement related to the Duportail Bridge project, including the City Manager's authorization to sign.

Summary:
The Duportail Bridge project required acquisition of private property rights to establish new street rights-of-way and access routes. All of the property rights needed for Phase 1 of the project are already in hand.

This transaction, needed for Phase 2 of the project, was originally approved by Council on July 3, 2018. Section 3.1 of the Purchase and Sale Agreement required that both parties sign the Agreement within fifteen days of such approval. Representatives of River Trails Club, LP were unable to meet the deadline, and only recently submitted their signatures to the City.

The City's interests are served by completing the transaction on the basis of the previously approved Purchase and Sale Agreement. Therefore, staff recommends approval of Resolution No. 179-18, reauthorizing the original purchase and sale agreement with River Trails, LP.

Fiscal Impact: The costs of this transaction were accounted for in the July council action and will not change as a result of this action.

Attachments:
1. Resolution No. 179-18

RESOLUTION NO. 179-18

A RESOLUTION of the City of Richland reauthorizing a Purchase and Sale Agreement with River Trails Club, LP for acquisition of real property interests by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge.

WHEREAS, On July 3, 2018, Richland City Council adopted Resolution No. 04-18, authorizing a Purchase and Sale Agreement ("Agreement") with River Trails Club, LP for acquisition of real property interests by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge; and

WHEREAS, Section 3.1 of the Agreement requires that both parties sign the Agreement within fifteen (15) days of Richland City Council approval; and

WHEREAS, representatives of River Trails Club, LP were unable to acquire signature within fifteen (15) days of Council approval; and

WHEREAS, River Trails Club, LP executed the Agreement on September 19, 2018; and

WHEREAS, Council reaffirms its intent to close on the pending land sale transaction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Agreement authorized by Resolution No. 04-18 is reauthorized, and that the parties' failure to execute the Agreement within 15 days of Richland City Council approval does not render the Agreement invalid.

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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:
Resolution No. 180-18, Awarding Bid to DW Excavating, Inc. for the Sanitary Sewer Lift Station Replacement Project at Keck Boulevard

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	180-18	Resolution

Recommended Motion:
Adopt Resolution No. 180-18, authorizing the City Manager to sign and execute a bid award construction contract with DW Excavating, Inc. for construction of the Sanitary Sewer Lift Station Replacement project.

Summary:
The existing sanitary sewer lift station located on the waterfront at Keck Boulevard has been in operation since 1977. The design is old, outdated, and hard to maintain. It services an area of North Richland north of WSU Tri-Cities, and lies within Port of Benton property. The most recent General Sewer Plan Update, approved in April 2016, identified the Waterfront Sewer Lift Station as needing replacement. The 2017-2022 Capital Improvement Plan includes it as part of the Wastewater Collection System Renewal and Replacement.

The new lift station will be built to current City standards, which include dual pumps and a back-up power generator. The lift station's location is adjacent to and south of the existing lift station, which will be decommissioned as part of the project. Capacity for the new lift station was based on a 20-year projected build out as defined in the General Sewer Plan Update.

As the location is in a known historical artifact area, the City will be contracting with Northwest Anthropology to conduct on-site monitoring during digging to ensure proper documentation should artifacts be found. This is not a requirement of any permitting, but is being done on a best practices basis.

On November 29, 2018, eight (8) bids were received. The low bid was $499,999.83 and the high bid was $867,740.06. The engineer's estimate for the project was $684,660.01.

The low bidder, DW Excavating, Inc., is a new contractor to the City of Richland. A reference check was performed to ensure the contractor would be able to perform the work. The reference checks returned as satisfactory. Work will begin mid-January, and should be completed by early spring of 2019. Staff recommends approval of Resolution No. 180-18.

Fiscal Impact:	Total project expenses are estimated to be $675,000, which includes engineering and construction contingency. Council approved project expenses in the 2017 CIP, identified in the Collection System Renewal & Replacement sheet on page 119. $3,255,766 is currently available in the Collection System Renewal & Replacement budget.

Attachments:
1. Resolution No. 180-18
2. Bid Tab - Waterfront Ssanitary Sewer Lift Station Replacement
3. Site Map

RESOLUTION NO. 180-18

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract with DW Excavating, Inc. for the Waterfront Sanitary Sewer Lift Station Replacement Project.

WHEREAS, the City of Richland's sewer infrastructure includes a pump station located north of University Drive and west of Port of Benton Boulevard; and

WHEREAS, the pump station, named the Waterfront Sanitary Sewer Lift Station, has reached the end of its useful life; and

WHEREAS, the 2017–2022 Capital Improvement Plan (CIP) includes a fully-funded project titled Collection System Renewal and Replacement, which includes the replacement of the Waterfront Sanitary Sewer Lift Station; and

WHEREAS, City staff have completed all project development and design work required to advance this wastewater utility project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening eight (8) bids on November 29, 2018; and

WHEREAS, DW Excavating, Inc. submitted the lowest responsible bid of the eight (8) received; and

WHEREAS, the project budget is adequate to complete the project using the lowest responsible bid; and

WHEREAS, it is in the City's best interest to complete the project in accordance with the Capital Improvement Plan, project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a contract award to DW Excavating, Inc. in the amount of $499,999.83, and to execute change orders up to the amount of $75,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST: APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

City of Richland

DATE BIDS OPENED: November 29, 2018	ITB # 18-0133
WATERFRONT SANITARY SEWER LIFT STATION REPLACEMENT	

				ENGINEER'S ESTIMATE		DW EXCAVATING, INC DAVENPORT, WA		POW CONTRACTING RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	LIFT STATION BASE BID - SCH A								
1	Mobilization.	1	LS	$25,000.00	25,000.00	48,478.00	48,478.00	23,000.00	23,000.00
2	Site restoration.	1	LS	5,000.00	5,000.00	2,200.00	2,200.00	32,000.00	32,000.00
3	SPCC plan.	1	LS	1,000.00	1,000.00	150.00	150.00	500.00	500.00
4	TESC.	1	LS	1,500.00	1,500.00	600.00	600.00	3,500.00	3,500.00
5	48" manhole, sewer, cast-in-place.	1	EA	5,500.00	5,500.00	7,000.00	7,000.00	105,000.00	105,000.00
6	8" PVC (D3034-SDR35) sewer pipe, 0'-15' deep.	42	LF	50.00	2,100.00	112.00	4,704.00	70.00	2,940.00
7	12" PVC (D3034-SDR35) sewer pipe, 0'-15' deep.	51	LF	55.00	2,805.00	101.00	5,151.00	75.00	3,825.00
8	Imported pipe zone bedding.	93	LF	2.00	186.00	10.00	930.00	25.00	2,325.00
9	Trench safety.	93	LF	2.00	186.00	5.00	465.00	5.00	465.00
10	TV inspection of sewer pipe.	93	LF	5.00	465.00	9.00	837.00	20.00	1,860.00
11	Force main sanitary sewer pipe, 6" diameter (PVC C900).	66	LF	50.00	3,300.00	80.00	5,280.00	65.00	4,290.00
12	6" diameter MJ bend (various degree) for force main.	2	EA	250.00	500.00	400.00	800.00	250.00	500.00
13	Connect to existing sanitary sewer force main 6" diameter.	1	EA	500.00	500.00	3,110.00	3,110.00	1,500.00	1,500.00
14	Connect to existing sanitary sewer manhole (including rechanneled manhole).	1	EA	1,000.00	1,000.00	3,000.00	3,000.00	2,500.00	2,500.00
15	Plug / cap sewer pipe.	4	EA	350.00	1,400.00	500.00	2,000.00	300.00	1,200.00
16	Abandon existing waterfront lift station.	1	LS	25,000.00	25,000.00	9,400.00	9,400.00	41,300.00	41,300.00
17	Lift station infrastructure.	1	LS	275,000.00	275,000.00	192,000.00	192,000.00	160,500.00	160,500.00
18	Lift station electrical.	1	LS	200,000.00	200,000.00	108,000.00	108,000.00	117,300.00	117,300.00
19	Lift station shoring or extra excavation.	1	LS	35,000.00	35,000.00	9,300.00	9,300.00	45,000.00	45,000.00
20	Lift station dewatering.	1	LS	25,000.00	25,000.00	28,000.00	28,000.00	14,000.00	14,000.00
21	Bypass pumping.	1	LS	15,000.00	15,000.00	24,000.00	24,000.00	3,500.00	3,500.00
22	Lift station O & M Manuals & As-built drawings.	1	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	LIFT STATION BASE BID - SCH A SUBTOTAL				$630,442.00		$460,405.00		$572,005.00
	8.6% SALES TAX				54,218.01		39,594.83		49,192.43
	LIFT STATION BASE BID - SCH A TOTAL				$684,660.01		$499,999.83		$621,197.43

City of Richland

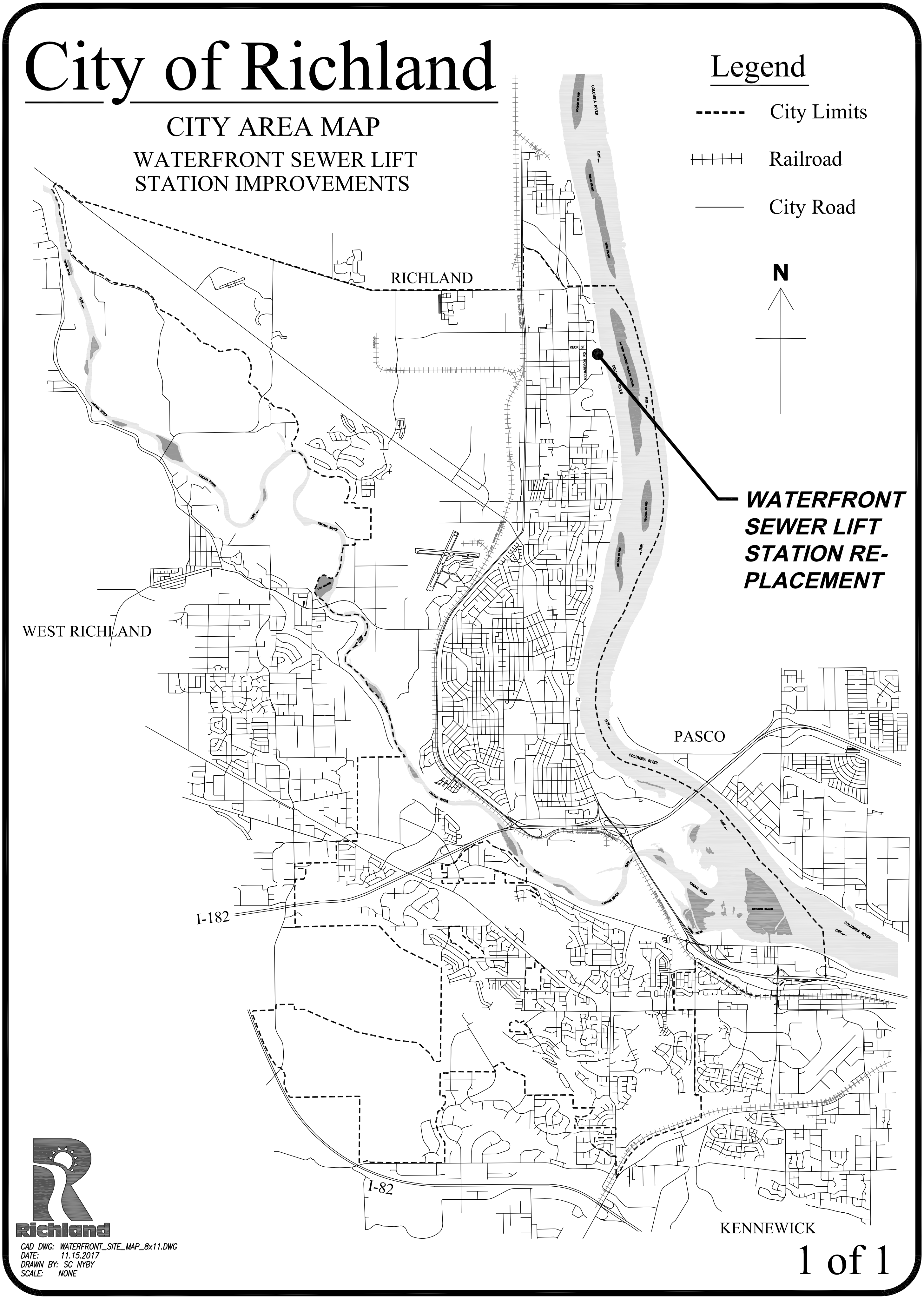
DATE BIDS OPENED:	November 29, 2018	ITB # 18-0133
WATERFRONT SANITARY SEWER LIFT STATION REPLACEMENT		

Item	Description	Qty	Unit	TAPANI, INC BATTLE GROUND, WA		APOLLO, INC KENNEWICK, WA		C & E TRENCHING LLC PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	LIFT STATION BASE BID - SCH A								
1	Mobilization.	1	LS	56,200.00	56,200.00	59,000.00	59,000.00	75,000.00	75,000.00
2	Site restoration.	1	LS	2,000.00	2,000.00	8,000.00	8,000.00	7,000.00	7,000.00
3	SPCC plan.	1	LS	250.00	250.00	3,000.00	3,000.00	150.00	150.00
4	TESC.	1	LS	500.00	500.00	3,000.00	3,000.00	2,000.00	2,000.00
5	48" manhole, sewer, cast-in-place.	1	EA	11,000.00	11,000.00	8,400.00	8,400.00	6,000.00	6,000.00
6	8" PVC (D3034-SDR35) sewer pipe, 0'-15' deep.	42	LF	120.00	5,040.00	90.00	3,780.00	50.00	2,100.00
7	12" PVC (D3034-SDR35) sewer pipe, 0'-15' deep.	51	LF	140.00	7,140.00	82.00	4,182.00	60.00	3,060.00
8	Imported pipe zone bedding.	93	LF	60.00	5,580.00	3.00	279.00	8.00	744.00
9	Trench safety.	93	LF	30.00	2,790.00	1.00	93.00	2.00	186.00
10	TV inspection of sewer pipe.	93	LF	6.00	558.00	14.00	1,302.00	12.00	1,116.00
11	Force main sanitary sewer pipe, 6" diameter (PVC C900).	66	LF	60.00	3,960.00	77.00	5,082.00	42.00	2,772.00
12	6" diameter MJ bend (various degree) for force main.	2	EA	250.00	500.00	350.00	700.00	500.00	1,000.00
13	Connect to existing sanitary sewer force main 6" diameter.	1	EA	1,000.00	1,000.00	3,000.00	3,000.00	350.00	350.00
14	Connect to existing sanitary sewer manhole (including rechanneled manhole).	1	EA	3,200.00	3,200.00	3,200.00	3,200.00	1,500.00	1,500.00
15	Plug / cap sewer pipe.	4	EA	400.00	1,600.00	240.00	960.00	250.00	1,000.00
16	Abandon existing waterfront lift station.	1	LS	7,500.00	7,500.00	12,000.00	12,000.00	6,000.00	6,000.00
17	Lift station infrastructure.	1	LS	210,000.00	210,000.00	241,600.00	241,600.00	226,000.00	226,000.00
18	Lift station electrical.	1	LS	140,000.00	140,000.00	112,100.00	112,100.00	159,000.00	159,000.00
19	Lift station shoring or extra excavation.	1	LS	35,000.00	35,000.00	20,000.00	20,000.00	35,000.00	35,000.00
20	Lift station dewatering.	1	LS	65,000.00	65,000.00	85,000.00	85,000.00	90,000.00	90,000.00
21	Bypass pumping.	1	LS	20,000.00	20,000.00	18,700.00	18,700.00	18,000.00	18,000.00
22	Lift station O & M Manuals & As-built drawings.	1	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	LIFT STATION BASE BID - SCH A SUBTOTAL				**$583,818.00**		**$598,378.00**		**$642,978.00**
	8.6% SALES TAX				**50,208.35**		**51,460.51**		**55,296.11**
	LIFT STATION BASE BID - SCH A TOTAL				**$634,026.35**		**$649,838.51**		**$698,274.11**

City of Richland

DATE BIDS OPENED:	November 29, 2018	ITB # 18-0133
WATERFRONT SANITARY SEWER LIFT STATION REPLACEMENT		

Item	Description	Qty	Unit	ALLSTAR CNST GROUP INC RICHLAND, WA Unit Price	Total Price	AWARD CNST, INC FERNDALE, WA Unit Price	Total Price	WM WINKLER CO NEWMAN LAKE, WA Unit Price	Total Price
	LIFT STATION BASE BID - SCH A								
1	Mobilization.	1	LS	21,004.00	21,004.00	60,000.00	60,000.00	81,382.00	81,382.00
2	Site restoration.	1	LS	26,267.00	26,267.00	7,000.00	7,000.00	13,481.00	13,481.00
3	SPCC plan.	1	LS	418.00	418.00	1,500.00	1,500.00	1,000.00	1,000.00
4	TESC.	1	LS	8,214.00	8,214.00	10,000.00	10,000.00	2,000.00	2,000.00
5	48" manhole, sewer, cast-in-place.	1	EA	13,902.00	13,902.00	10,000.00	10,000.00	9,000.00	9,000.00
6	8" PVC (D3034-SDR35) sewer pipe, 0'-15' deep.	42	LF	168.55	7,079.10	105.00	4,410.00	200.50	8,421.00
7	12" PVC (D3034-SDR35) sewer pipe, 0'-15' deep.	51	LF	146.07	7,449.57	115.00	5,865.00	169.00	8,619.00
8	Imported pipe zone bedding.	93	LF	15.35	1,427.55	25.00	2,325.00	23.20	2,157.60
9	Trench safety.	93	LF	157.77	14,672.61	85.00	7,905.00	13.00	1,209.00
10	TV inspection of sewer pipe.	93	LF	52.37	4,870.41	20.00	1,860.00	2,049.00	190,557.00
11	Force main sanitary sewer pipe, 6" diameter (PVC C900).	66	LF	49.63	3,275.58	45.00	2,970.00	75.40	4,976.40
12	6" diameter MJ bend (various degree) for force main.	2	EA	488.96	977.92	600.00	1,200.00	234.50	469.00
13	Connect to existing sanitary sewer force main 6" diameter.	1	EA	5,677.00	5,677.00	1,000.00	1,000.00	3,396.00	3,396.00
14	Connect to existing sanitary sewer manhole (including rechanneled manhole).	1	EA	6,563.00	6,563.00	3,000.00	3,000.00	7,466.00	7,466.00
15	Plug / cap sewer pipe.	4	EA	1,348.15	5,392.60	600.00	2,400.00	1,342.00	5,368.00
16	Abandon existing waterfront lift station.	1	LS	9,237.00	9,237.00	12,000.00	12,000.00	10,245.00	10,245.00
17	Lift station infrastructure.	1	LS	193,806.00	193,806.00	275,000.00	275,000.00	243,602.00	243,602.00
18	Lift station electrical.	1	LS	189,047.00	189,047.00	117,500.00	117,500.00	178,436.00	178,436.00
19	Lift station shoring or extra excavation.	1	LS	15,704.00	15,704.00	12,000.00	12,000.00	2,000.00	2,000.00
20	Lift station dewatering.	1	LS	70,456.00	70,456.00	115,000.00	115,000.00	-	-
21	Bypass pumping.	1	LS	47,849.00	47,849.00	18,000.00	18,000.00	20,239.00	20,239.00
22	Lift station O & M Manuals & As-built drawings.	1	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	LIFT STATION BASE BID - SCH A SUBTOTAL				**$658,289.34**		**$675,935.00**		**$799,024.00**
	8.6% SALES TAX				**56,612.88**		**58,130.41**		**68,716.06**
	LIFT STATION BASE BID - SCH A TOTAL				**$714,902.22**		**$734,065.41**		**$867,740.06**


City of Richland
CITY AREA MAP
WATERFRONT SEWER LIFT
STATION IMPROVEMENTS
Legend
City Limits
Railroad
City Road
N
RICHLAND
KECK ST
COLUMBIA RIVER
YAKIMA RIVER
WATERFRONT
SEWER LIFT
STATION RE-
PLACEMENT
WEST RICHLAND
PASCO
I-182
I-82
KENNEWICK
Richland
CAD DWG: WATERFRONT_SITE_MAP_8x11.DWG
DATE: 11.15.2017
DRAWN BY: SC NYBY
SCALE: NONE
1 of 1

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:
Resolution No. 184-18, Approving a Purchase and Sale Agreement with MK Holdings, LLC

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	184-18	Resolution

Recommended Motion:
Adopt Resolution No. 184-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with MK Holdings, LLC for the purchase of 22.09 acres in the Horn Rapids Industrial Park.

Summary:
MK Holdings, LLC is proposing to purchase 22.09 acres in the Horn Rapids Industrial Park at the northwest corner of Polar Way and 1st Street for the development of a utility trailer sales and repair facility, with the development of 15,000-20,000 square feet of warehouse, office and equipment storage.

The purchase price is $40,000 per acre for the 22.09 acres of property, amounting to estimated gross proceeds of $833,600. The purchase price is consistent with the City of Richland's Resolution No. 158-18, which established pricing within the Horn Rapids Business Center in November, 2018.

MK Holdings, LLC anticipates $15,000,000 in revenue annually with this project, as well as to create 36 jobs with an average annual salary of $65,000.

The City will retain a repurchase right if an application for approval of building permits has not been submitted to the City within eight (8) months of closing, and if construction does not commence within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) who provided a favorable recommendation. Staff also recommends approval of Resolution No. 184-18.

Fiscal Impact: The purchase price is $40,000 per acre with estimated gross proceeds of $833,600 for the 22.09 acres. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:
1. Resolution No. 184-18
2. Purchase and Sale Agreement - MK Holdings, LLC
3. Letter of Intent - MK Holdings, LLC
4. Site Map - MK Holdings, LLC

RESOLUTION NO. 184-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement with MK Holdings, LLC.

WHEREAS, the City of Richland is the owner of 22.09 acres of City-owned surplus property located at the northwest corner of the intersection of Polar Way and First Street in the Horn Rapids Industrial Park; 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. 158-18, adopted by the City Council on November 20, 2018, the 22.09 acres of industrial park property is available for sale at $40,000 per acre, for a total purchase price of $833,600; and

WHEREAS, MK Holdings, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its December 17, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of 22.09 acres of City-owned surplus property in the Horn Rapids Industrial Park to MK Holdings, LLC for the total sale price of $833,600.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement and all related documents necessary for the sale of property to MK Holdings, LLC as identified 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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

<u>AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY</u>

Re: 2811 Polar Way

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

1. <u>Purchase and Sale of Property</u>. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located at *2811 Polar Way*, City of Richland, Benton County, Washington, which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the "Property").

1.1. <u>Laws and Rights</u>. 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. <u>Timing of Conveyance</u>. 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. <u>Purchase Price</u>. The total purchase price for the Property shall be Eight Hundred Eighty-Three Thousand Six Hundred Dollars and No Cents ($833,600) (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. <u>Earnest Money Deposit</u>. 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 Ten Thousand Dollars ($10,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. <u>Conditions Precedent to Sale</u>. 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 Seller.

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

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

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, in which event the Earnest Money Deposit 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. The Parties may agree in writing to one (1) extension of the Closing date, which extension shall be no greater than 30 calendar days.

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 15,000 square feet for an office, warehouse and equipment supply storage facility. Any deviation from this intended use must be authorized by the Seller in writing or be subject to

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

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

8. Casualty and Condemnation.

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

If to Purchaser: Utility Trailer & Equipment Sales Northwest, LLC
Attn: Aaron Kolar
904 W. Main Street
Auburn, Washington 98001
Phone: (206) 229-8971
Email: aaron@utility.wa

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 15,000 square feet for an office, warehouse and equipment supply storage facility, subject to the following:

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

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

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

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of Eight Hundred Eighty-Three Thousand Six Hundred dollars and no cents ($833,600) for the Property.

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

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

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

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

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

[*Signature Page to Follow*]

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

CITY OF RICHLAND – SELLER	**MK HOLDINGS, LLC – PURCHASER**
______________________________	______________________________
By: Cynthia D. Reents	By: Mike Kolar
Its: City Manager	Its: Owner
______________________________	______________________________
Date	Date

APPROVED AS TO FORM:

____

By: Heather Kintzley, City Attorney

Exhibit A

Legal Description

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89°23’48” WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 1138.47 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY MARGIN OF POLAR WAY AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-2015 RECORDED UNDER AUDITOR’S FILE NUMBER 2015-008673, RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°23’48” WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 757.29 FEET TO A POINT ON THE EAST LINE OF PARCEL 1 AS DEPICTED IN RECORD OF SURVEY 3813, IN VOLUME 1 OF RECORD OF SURVEYS AT PAGE 3813, RECORDED UNDER AUDITOR’S FILE NUMBER 2007-037580 , RECORDS OF SAID COUNTY; THENCE SOUTH 00°36’30” EAST ALONG THE EAST LINE THEREOF PROJECTED FOR A DISTANCE OF 1263.63 FEET TO THE NORTH RIGHT OF WAY MARGIN OF 1ST STREET AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-2015 RECORDED UNDER AUDITOR’S FILE NUMBER 2015-008673, RECORDS OF SAID COUNTY; THENCE NORTH 89°29’08” EAST ALONG THE NORTH MARGIN THEREOF FOR A DISTANCE OF 712.68 FEET TO A POINT ON A CURVE TO THE LEFT THROUGH CENTRAL ANGLE OF 90°00’15” HAVING A RADIUS IF 50.00 FEET AND AN ARC LENGTH OF 78.54 FEET TO A POINT ON THE WESTERLY MARGIN OF SAID POLAR WAY; THENCE NORTH 00°31’11” WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 1091.50 FEET TO A POINT ON A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 50°57’00” HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 44.46 FEET TO A POINT ON A REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 116°50’49” AND AN ARC LENGTH OF 101.97 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH EAST QUARTER AND THE TRUE POINT OF BEGINNING.

CONTAINS~22.09 ACRES

Exhibit B – Purchase and Sale Agreement

CITY OF RICHLAND
FINDER'S FEE AGREEMENT

Name of Finder:

Name of Prospective Purchaser:

Effective Date:

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as – *2811 Polar Way* – and legally described on **Exhibit A** attached (the "Property") and the payment of fees to Finder in the event that the City sells the Property to the Prospective Purchaser (as defined above) within the Term (defined below). Accordingly, the City and Finder hereby agree as follows:

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

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

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

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

5. A decision by the City to enter into a purchaser and sale agreement with Prospective Purchaser for the sale of the Property, and the terms of such transaction, shall be made by the City in its sole discretion, and nothing in this Agreement shall require the City to accept any such proposed Sale Transaction with Prospective Purchaser.

6. This Agreement represents the sole understanding of the parties regarding the subject matter hereof, and may only be amended by a writing signed by all the parties. In the event of any disagreement hereunder, this agreement shall not be construed as having been drafted by either party. In the event of any dispute

rising out of this agreement, the prevailing party shall be entitled to receive, without limitation, its reasonable attorney's fees and costs. This agreement shall be governed by the laws of the state of Washington. Each party hereby submits to the exclusive venue of the state court located in Benton County and waives the benefit of *forum non conveniens* or any similar doctrine. Each of the parties agrees to cooperate with the other party and to execute, acknowledge and deliver any and all additional agreements, certificates, instruments, dismissals and documents and to take any and all such further actions, all at no additional cost to the other party and all as may reasonably be deemed necessary or appropriate by the other party to effectuate the intent of this agreement.

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

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

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

Dated this _______ day of __________________, 2018.

____
Community Development Director

____
Signature of Finder

____
Printed Name of Finder

EXHIBIT A

To Finder's Fee Agreement

LEGAL DESCRIPTION

KENMORE TEAM, LLC
COMMERCIAL DIVISION

Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

September 7, 2018
Utility Trailer & Equipment Sales Northwest, L.L.C.
904 W Main St
Auburn, WA 98001

RE: Letter of Intent to Purchase 12-24.5 Acres at the Northwest Corner of Polar Way and 1st St (if only 12 the South 12 acres of 24.5 Acre Parcel)

Darin Arrasmith Office of Economic Development for City of Richland:

The following is a letter of Intent for MK Holdings, LLC at the above referenced property. The following proposed terms and conditions are the basis for a Purchase and Sale Agreement for the above referenced sites. This proposal is submitted to you subject to modification or withdrawal at any time. Neither this proposal nor any act of forbearance with respect thereto shall constitute or evidence an agreement with respect to any of the terms herein. Any such agreement shall be evidenced solely by a definitive Purchase and Sale Agreement, fully executed and delivered by both Seller and Purchaser. No liability or obligation, legal or otherwise, shall be created by this letter.

Purchaser: MK Holdings, LLC

Location: 12-24.5 Acres at the Northwest Corner of Polar Way and 1st St (if only 12 the South 12 acres of 24.5 Acre Parcel)

Property: Approximately 522,720 to 1,067,220+/- square feet

Purchase Price: TBD

Proposed Improvement: 15,000-20,000 steel framed warehouse

Feasibility Period: Buyer shall have a period of 75 days running from the date of execution of the Purchase and Sale Agreement, to make inspection of the Property and satisfy itself as to the suitability of the Property for Purchaser's intended use (the "Feasibility Period").

Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

Contingencies:

- Seller and Purchaser executing all access and parking easement documentation, and the issuance of all permits, licenses, zoning, subdivision and other approvals for Purchaser's improvements, use and signage.
- Purchaser to have access to ingress/egress of the property off 1st and Polar
- Seller to remove irrigation pipe running through the middle of the property.
- 45 day financing contingency starting at the end of the feasibility period. Purchaser's receipt of an irrevocable funding commitment from an institutional lender/equity investor.
- Property to be free of environmental contamination and/or hazardous materials.
- Property to have rail spur easement running along the western portion of the property
- Seller providing clear and marketable title to the Property, and Purchaser's review and acceptance of any contemplated or existing covenants or restrictions affecting the Property.

Economic Benefit: Utility of WA expects to do $15,000,000 in revenue annually, create 36 jobs directly with an average salary of $65,000 per year including medical, dental and 401K, as well as a large number of ancillary jobs such as trucking which would average a truck traffic count of 100 trucks per day.

Access: From and after the date of this letter, Purchaser shall have the right to enter the Property and perform surveys, tests and other inspections necessary for Purchaser's investigation thereof. Purchaser shall repair any damage to the Property resulting from such inspections.

Date of Closing: Within 120 days of mutual acceptance of the Purchase and Sale Agreement.

Signage: Shall comply with all city ordinances.

Brokerage Disclosure: Scott Howell of Kenmore Team, LLC represents the buyer

KENMORE TEAM, LLC
COMMERCIAL DIVISION

Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

Brokerage Commission: 4.0%, paid by Seller at closing to Kenmore Team, LLC.

Confidentiality: Except as may be required by law, all parties agree to keep confidential all information exchanged between them regarding the sale of the Property, including the terms of this Letter of Intent, and shall not disclose such information to the other parties (except for their counsel, prospective lenders, due diligence professionals and prospective investors) without each other's prior written consent.

This proposal is non-binding and is meant only as a basis upon which to negotiate a Purchase and Sale Agreement. Any binding agreement must be evidenced by a Purchase and Sale agreed, accepted and executed by both parties. If this letter accurately sets forth your understanding of the basic business terms relating to our negotiation of the proposed sale, please execute and return this letter to us no later than September 11, 2018. A Purchase and Sale Agreement will be written for review of all parties no later than five (5) days following execution of this Letter of Intent.

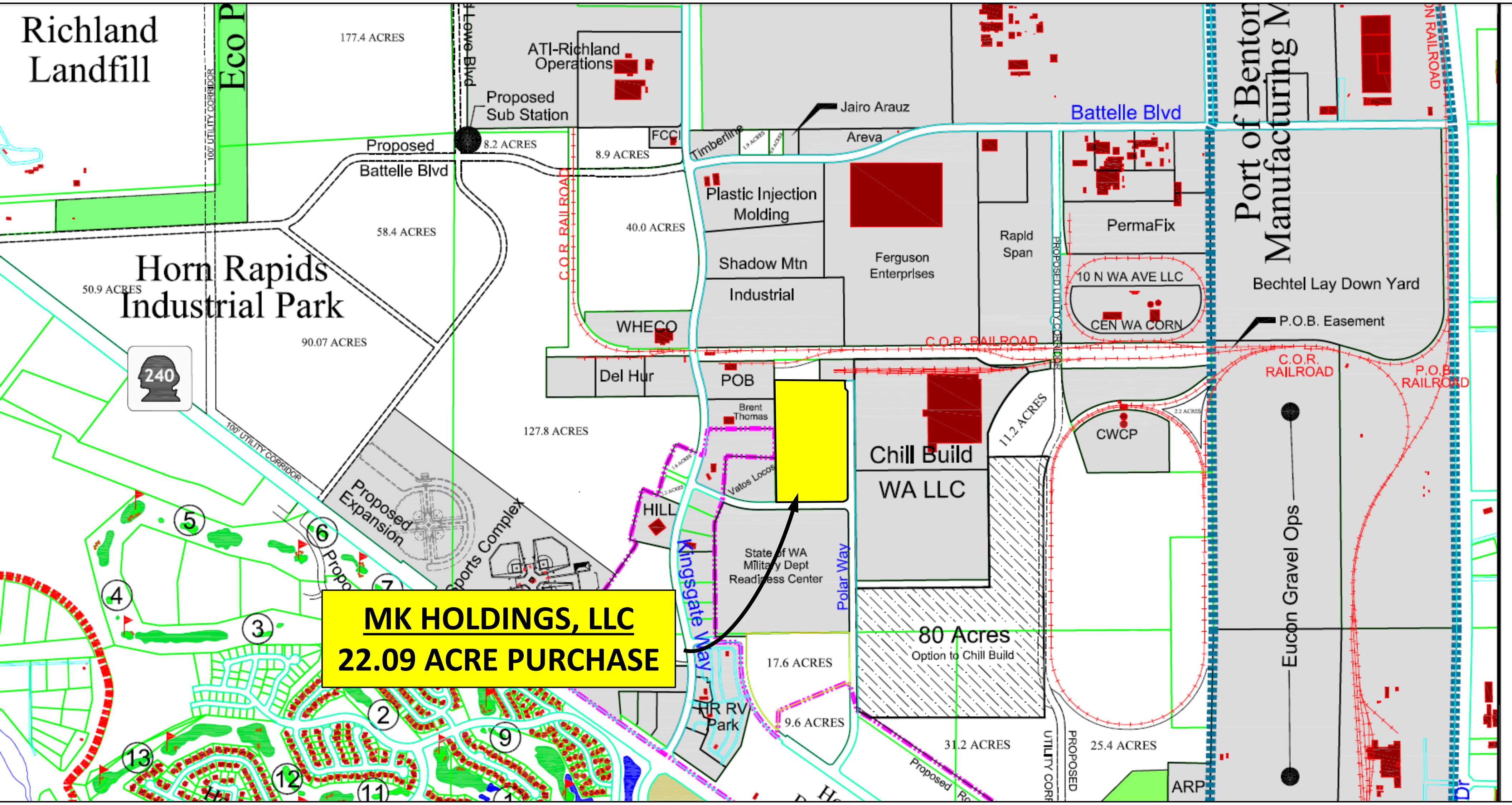
Sincerely,

Scott Howell
Kenmore Team, LLC
8927 W. Tucannon Ave. Suite 201
Kennewick, WA 99336
509.735.1025 office
509.735.2757 fax
509.379.3111 cell
scott@kenmoreteam.com

AGREED AND ACCEPTED:	AGREED AND ACCEPTED:
PURCHASER:	**SELLER:**
DocuSigned by: C1FBFE7456FA4DC...	
By	By

Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

09/07/18	
Date	Date


MK HOLDINGS, LLC
22.09 ACRE PURCHASE
Richland Landfill
Eco P
Horn Rapids Industrial Park
177.4 ACRES
58.4 ACRES
50.9 ACRES
90.07 ACRES
127.8 ACRES
40.0 ACRES
8.2 ACRES
8.9 ACRES
17.6 ACRES
9.6 ACRES
31.2 ACRES
25.4 ACRES
11.2 ACRES
100' UTILITY CORRIDOR
Proposed Battelle Blvd
Battelle Blvd
Lowe Blvd
ATI-Richland Operations
Proposed Sub Station
FCCI
Timberline
Jairo Arauz
Areva
Plastic Injection Molding
Shadow Mtn
Industrial
Ferguson Enterprises
Rapid Span
PermaFix
10 N WA AVE LLC
CEN WA CORN
Bechtel Lay Down Yard
P.O.B. Easement
Port of Benton Manufacturing M
C.O.R. RAILROAD
P.O.B. RAILROAD
PROPOSED UTILITY CORRIDOR
WHECO
Del Hur
POB
Brent Thomas
Vatos Locos
HILL
Chill Build WA LLC
CWCP
Eucon Gravel Ops
State of WA Military Dept Readiness Center
Kingsgate Way
Polar Way
80 Acres
Option to Chill Build
HR RV Park
Proposed Expansion
Sports Complex
ARP
240

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Resolution No. 185-18, Terminating Easement No. 51-022179 with the Washington State Department of Natural Resources

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	185-18	Resolution

Recommended Motion:
Adopt Resolution No. 185-18, authorizing the City Manager to sign and execute a Notice and Termination Agreement with the Washington State Department of Natural Resources to terminate Easement No. 51-022179.

Summary:
The City's water distribution system includes a single pipeline crossing under the Yakima River near the alignment of Duportail Street. The pipeline is partially exposed in the Yakima River, making it vulnerable to damage during flood events. The City's Natural Hazard Mitigation Plan and the Duportail Bridge planning documents indicate a plan to replace the existing pipeline with pipelines mounted on the Duportail Bridge.

The Duportail Bridge project includes decommission of the existing pipeline in place. The Washington State Department of Natural Resources (DNR) owns the property under the Yakima River, and has authorized the existing pipeline via Easement 51-022179 (Richland Contract No. 17-120).

DNR has offered the City an easement to authorize both the replacement pipelines to be mounted on the Duportail Bridge and the existing pipeline to remain on DNR property until such time as the City determines its decommission and/or removal. DNR's offered easement, Easement 51-096242, is on tonight's agenda for Council consideration under Resolution No. 176-18. If Council grants approval, DNR proposes to execute Easement 51-096242 and terminate Easement 51-022179 simultaneously.

Staff recommends approval of Resolution No. 185-18, terminating Aquatic Lands Easement 51-022179 with the Washington State Department of Natural Resources, subject to Council's approval of Resolution No. 176-18, authorizing execution of a replacement easement.

Fiscal Impact:	The City will pay the recording fee and provide staff time to complete the easement termination activity. Both activities will be supported by the Yakima River Crossing Pipeline Replacement Project budget funded by the Water Utillty in coordination with the Duportail Bridge project.

Attachments:
1. Resolution No. 185-18
2. Termination Agreement 51-022179 - City of Richland - Decomissioned Pipeline

RESOLUTION NO. 185-18

A RESOLUTION of the City of Richland terminating an existing Aquatic Lands Agreement with the Washington State Department of Natural Resources for water main pipeline crossing under the Yakima River.

WHEREAS, the City's water distribution system includes a single pipeline crossing the Yakima River; and

WHEREAS, the pipeline is located near the alignment of Duportail Street; and

WHEREAS, the pipeline is partially exposed in the Yakima River, making it vulnerable to damage during flood events; and

WHEREAS, the City's Natural Hazard Mitigation Plan and the Duportail Bridge planning documents indicate a plan to replace the existing pipeline with pipelines mounted on the Duportail Bridge; and

WHEREAS, the Duportail Bridge project includes decommission of the existing pipeline in place; and

WHEREAS, the Washington State Department of Natural Resources (DNR) owns the property under the Yakima River; and

WHEREAS, DNR authorized the existing pipeline via Easement No. 51-022179 (City of Richland File No. 17-120); and

WHEREAS, DNR has offered the City an easement to authorize both the replacement pipelines and the existing pipeline (proposed DNR Easement No. 51-096242), which will allow the existing pipeline to remain on DNR property until such time as the City decides to decommission and/or remove the existing pipeline; and

WHEREAS, Easement No. 51-096242 came forward for Council consideration under Resolution No. 176-18 on December 18, 2018; and

WHEREAS, execution of Easement No. 51-096242 will render Easement No. 51-022179 superfluous and allow for its termination; and

WHEREAS, DNR proposes to execute Easement No. 51-096242 and terminate Easement No. 51-022179 simultaneously; and

WHEREAS, staff recommends termination of Easement No. 51-022179 subject to City Council's acceptance of Easement No. 51-096242 under Resolution No. 176-18.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a Notice of and Agreement to Terminate Easement No. 51-022179 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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

When recorded, return to:
City of Richland
505 Swift Blvd, MS-26
Richland, WA 99352

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

NOTICE OF AND AGREEMENT TO TERMINATE EASEMENT

Easement No. 51-022179

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Richland
Legal Description: NE 1/4 SE 1/4, Section 16, Township 9 North, Range 28 East, W.M.
Full Legal Description on Page 7
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 lease: 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, whose address is 840 Northgate Drive, Richland, WA 99352, ("Grantee").

BACKGROUND

Through an Order and Certificate of Grant of Right of Way, dated July 23, 1952, under Application No.22179, DNR granted an Easement to the United States of America, U.S. Atomic Energy Commission. This Easement is attached as Exhibit A and will be referred to as Easement No. 51-022179.

Grantee is now the holder of Easement No. 51-022179 and the owner of the pipeline authorized by Easement No. 51-022179.

Grantee and State desire to terminate Easement No. 51-022179 and to enter into a new Easement Agreement for Grantee's pipeline.

THEREFORE, the parties agree as follows:

SECTION 1 TERMINATION DATE

Easement No 51-022179 is terminated as of 1st day of February, 2019.

SECTION 2 IMPROVEMENTS

The following grantee-owned improvements are located on the Property: one watermain pipeline 36" in diameter. The ownership and disposition of these improvements will be governed by Aquatic Lands Easement No. 51-096242, which is being executed contemporaneously with this Termination Agreement.

SECTION 3 WARRANTIES

Grantee represents and warrants to State that:

(a) Grantee is not in default or breach of Easement No. 51-022179;

(b) Grantee has no causes of action, claims, offsets, or defenses associated with Easement No. 51-022179;

(c) Grantee has not paid Fees due subsequent to this Termination Date or State has refunded such Fees;

(d) No other person or entity has any interest in this Easement No. 51-022179 that would be affected by its termination;

(e) To the best of Grantee's knowledge, Easement No. 51-022179 is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws;

(f) Grantee shall defend, indemnify, and hold State harmless from and against liabilities that arise out of, or relate to, any breach of the foregoing warranties.

(g) State expressly reserves all rights against Grantee for any claims it may have for damage to the Property and/or associated natural resources.

SECTION 4 APPLICABLE LAW AND VENUE

Easement No. 51-022179 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 Easement No. 51-022179 is in the Superior Court for Thurston County, Washington.

SECTION 5 RECORDATION

At Grantee's expense and no later than thirty (30) days after receiving this fully-executed Agreement, Grantee shall record this Termination Agreement in Benton County, Washington. Grantee shall provide State with recording information, including the date of recordation and file number.

SECTION 6 MODIFICATION

No modification of this Agreement is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

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__

____
MEGAN DUFFY
Department Supervisor
1111 Washington Street SE
Olympia, WA 98504

Approved as to form this
16th Day of November 2018
Jennifer Clements, 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:____________________ ______________________________
(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 MEGAN DUFFY 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 Department Supervisor of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:____________________

____
(Signature)

____
(Print Name)
Notary Public in and for the State of Washington,
residing at ______________________________

My appointment expires _______________

EXHIBIT A
EASEMENT NO. 51-022179

STATE OF WASHINGTON
DEPARTMENT OF PUBLIC LANDS
Office of Commissioner

In re Application No. 22179 by UNITED STATES OF AMERICA, U. S. Atomic Energy Commission for Right of Way for Pipe Line over the Bed and Shore Lands of Yakima River in Benton County.	O R D E R and CERTIFICATE OF GRANT OF RIGHT OF WAY July 23, 1952

It appearing to the Commissioner of Public Lands of the State of Washington that Application No. 22179 has been filed with the Commissioner, pursuant to Section 7797-152, Remington's Revised Statutes of Washington, by the United States of America, U. S. Atomic Energy Commission for an easement for a right of way for the construction, operation and maintenance of a pipe line over the bed and shore lands of the Yakima River in front of portions of Government Lots 5 and 7, Section 16, Township 9 North, Range 28 East, W.M., located over the Yakima River about 1 mile east of Richland in southeastern Benton County, as hereinafter described; and

It further appearing that the applicant is constructing or proposing to construct, or has heretofore constructed a pipe line over and across the land; that the applicant requires the use of such land for the purpose of a pipe line; that the land within the right of way is limited to an amount necessary for the purpose required, together with sufficient land on either side thereof for ingress and egress to maintain and repair the pipe line; and

It further appearing that there is no standing timber of merchantable value on the land required for right of way, and the Commissioner being fully advised, in accordance with the laws of the State of Washington, it is therefore

ORDERED and DETERMINED, pursuant to Section 7797-152, Remington's Revised Statutes of Washington, that the State of Washington, represented by its Commissioner of Public Lands, does hereby grant and convey an easement to the United States of America for the construction, operation and maintenance of a pipe line over and across the following described lands:

Those portions of the bed and shorelands of Yakima River, owned by the State of Washington, situate in front of, adjacent to or abutting upon Government Lots 5 and 7, Section 16, Township 9 North, Range 28 East, W.M., included within the limits of a strip 200 feet in width and having 100 feet of such width on each side of the following described center line:

Beginning at a point on the east line of said Section 16 which is 3297.70 feet north of the southeast corner thereof, running thence S 22°38' W 943.74 feet to a point in Government Lot 7 which is N 8°30'44" W 2453.67 feet from the southeast corner of said Section 16, according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Subject to right of way for an irrigation canal granted the Yakima Irrigation and Improvement Company through condemnation proceedings by decree entered February 9, 1892.

PROVIDED, that the State reserves unto itself, its successors or assigns, the right to cross this right of way at any and all times in connection with the use of the adjoining property, and should the United States of America ever abandon the use of the right of way for the purposes for which it was granted, the right of way shall revert to the State of Washington, or its grantee.

Dated this 23rd day of July, A. D., 1952.

JACK TAYLOR, Commissioner

By Frank Yates
Frank Yates
Assistant Commissioner

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:
Resolution No. 186-18, Authorizing a Purchase and Sale Agreement with Martell Properties, LLC

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	186-18	Resolution

Recommended Motion:
Adopt Resolution No. 186-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Martell Properties, LLC for the purchase of 4.40 acres in the Horn Rapids Business Center.

Summary:
Martell Properties, LLC is proposing to purchase 4.40 acres in the Horn Rapids Business Center at the corner of Robertson Drive and the new Sullivan Street for the development of a landscaping business with office space, warehousing, loading dock and equipment/material storage. The purchase price is $1.50 per square foot for the 4.40 acres of property, amounting to estimated gross proceeds of $287,100.

Brent Martell, owner of Martell Properties, LLC, owns Premier Landscaping in Richland. He currently employs 20-30 people, and is looking to expand his service area in the Tri-Cities and Walla Walla areas. Staff has been working with Mr. Martell since June to find a suitable location. After careful consideration, Mr. Martell determined that property between Robertson Drive and Henderson Loop West was the best location. However, the desirability of Horn Rapids property resulted in all available lots being sold over the summer months before Mr. Martell made a purchase decision.

To accommodate Mr. Martell, the City offered just over four acres of ungraded property along the south side of Robertson Drive west of the new Sullivan Street intersection at the 2013 price of $1.50 per square foot, provided Mr. Martell agrees to grade and prepare the property for development at his sole cost. Utilities along Robertson Drive are available to serve Premier Landscaping's development.

The Economic Development Committee (EDC) reviewed the proposed sale and offered a favorable recommendation. Staff recommends approval of Resolution No. 185-18.

Fiscal Impact:	The purchase price is $1.50 per square foot with estimated gross proceeds of $287,100 for the 4.40 acres. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:
1. Resolution No. 186-18
2. Purchase and Sale Agreement - Martell Properties, LLC
3. Letter of Intent - City of Richland Prop
4. Martell - Preliminary Lots
5. Martell - Street View
6. Martell - Site Map

RESOLUTION NO. 186-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement with Martell Properties, LLC.

WHEREAS, the City of Richland is the owner of 4.40 acres of City-owned surplus property located at the southwest corner of the intersection of Robertson Drive and Sullivan Street 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, adopted by the City Council on September 17, 2013, the 4.40 acres of business center property is available for sale at $1.50 per square foot, for a total purchase price of $287,100; and

WHEREAS, Martell Properties, LLC has agreed to purchase the property for the stated price; and

WHEREAS, the Economic Development Committee (EDC) favorably recommended sale of the 4.40 acres of City-owned surplus property in the Horn Rapids Business Center to Martell Properties, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary for the sale of property to Martell Properties, LLC as identified 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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: Robertson Drive – Horn Rapids Business Center

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 **MARTELL PROPERTIES, LLC**, a Washington limited liability company ("Purchaser"). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located at the southwest corner of the intersection of Robertson Drive and the new Sullivan Road, 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 Two Hundred Eighty-Seven Thousand One Hundred Dollars and No Cents ($287,100) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the "Title Company") at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier's check or wire transfer in the amount of Five Thousand Dollars ($5,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 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. The Parties may agree in writing to one (1) extension of the Closing date, which extension shall be no greater than 30 calendar days.

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. <u>Purchaser's Representations</u>. 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 <u>minimum of 10,000 square feet to include a commercial building, office, warehouse building, loading dock, and equipment/material storage areas</u>. 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 (wood frame/no foundation structure) are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

(f) Purchaser represents that the Property will not be used for the storage of materials and/or equipment prior to the issuance of a Certificate of Occupancy by the City of Richland for the commercial building and warehouse.

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: Martell Properties, LLC
Attn: Brent Martell
2004 Saint Street
Richland, Washington 99352
Phone: (509) 375-1490
Email: brent@premier.industries

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 10,000 square feet to include a commercial building, office, warehouse building, loading dock, and equipment/material storage areas, subject to the following:

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

(b) If Purchaser elects to purchase the Property as two (2) or more lots, and fails to submit an application to Seller for approval of building plans for each lot within eight (8) months of Closing, Seller reserves the right to reclaim title to the Properties through repurchase.

(c) If Purchaser elects to purchase the Property as a single lot, and 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.

(d) If Purchaser elects to purchase the Property as two (2) or more lots, and 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 Properties through repurchase.

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

(f) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of Two Hundred Eighty-Seven Thousand One Hundred Dollars and No Cents ($287,100) for the Property.

(g) 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.

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

(i) 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.

(j) 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.

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

By: Cynthia D. Reents
Its: City Manager

Date

MARTELL PROPERTIES, LLC – PURCHASER

By: Brent Martell
Its: Owner

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

Premier Landscaping & Design, Inc.
2004 Saint St.
Richland, WA 99354
Phone: (509) 375-1490
Fax: (509) 375-1495
info@premierlandscapinginc.com
License Number: premili012rb

Thursday, November 9, 2018

Re: Horn Rapids Industrial Park Parcel at Robertson Dr.

Dear Mr. Arrasmith

I am submitting this letter for the intent to purchase the 4 acres of property along Robertson Dr., Richland WA currently owned by the City of Richland.

I propose to build a 10,000-12,000sf steel building including the following features: Loading dock, gravel storage area behind the building, the warehouse will be approx. 8,000sf and the office will be approx. 3000sf. I have been doing business in the Tri-Cities for the last 24 years. I own Premier Landscaping & Design, Inc. and Premier Pools. I currently have 20-30 employees year around. We want to expand the business in the Tri-city and Walla Walla area. I would hope to start construction within 3-6 months and the project would take 7-12 months to complete.

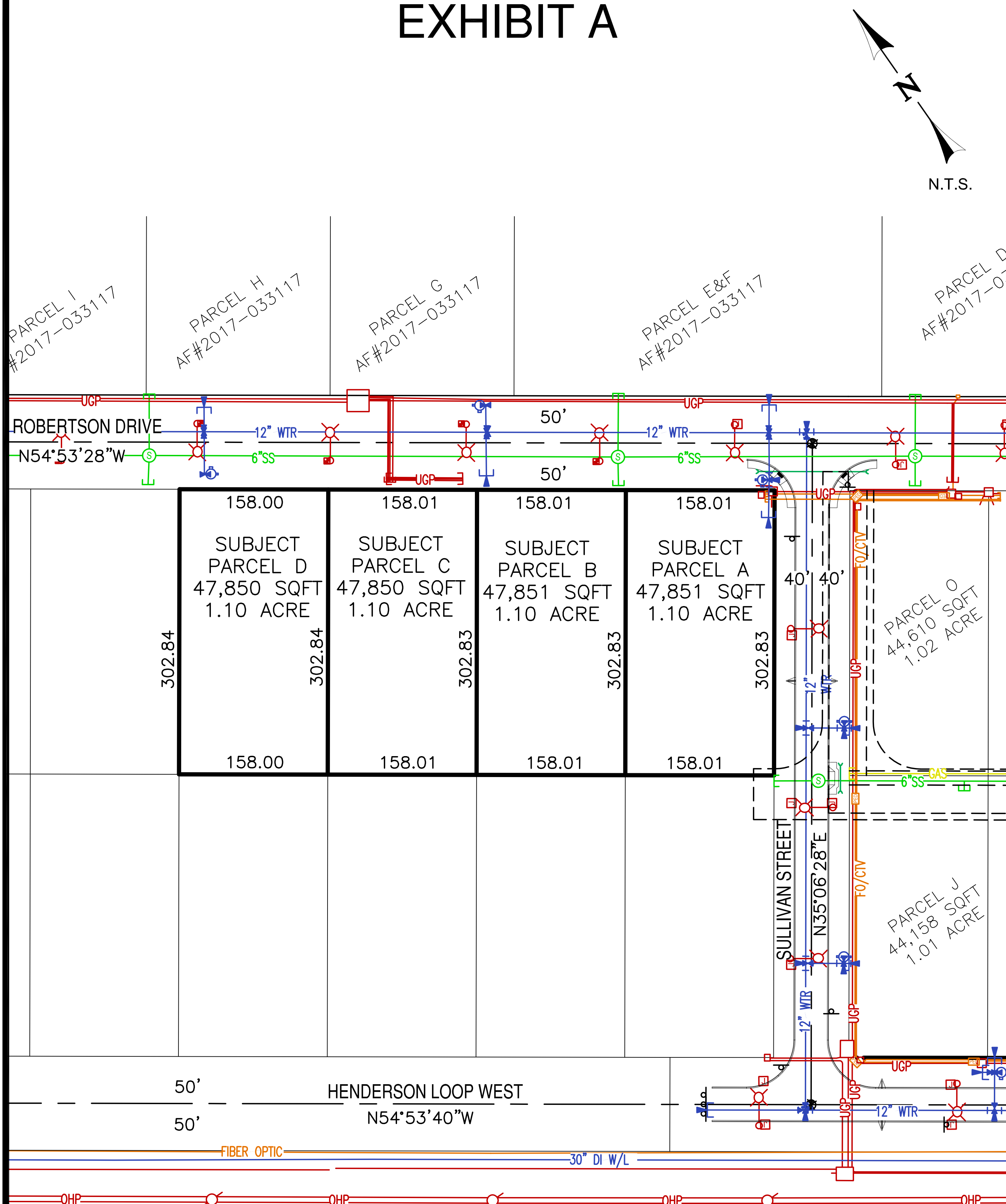
The proposed purchase price for the 4 – 1 acre lots would be a total of $261,360. We met with Darin earlier this year and expressed that we were very interested in purchasing 3-4 acres once they became available. Darin can fill you in on our story and what happened. We currently are renting 2+ acres across the street and it does not accommodate our operation. We understand that the city is covering the closing costs on this property.

This letter of intent does not and is not intended to contractually bind the parties, and is only an expression of interest. This letter does not bind either party contractually.

Client Signature

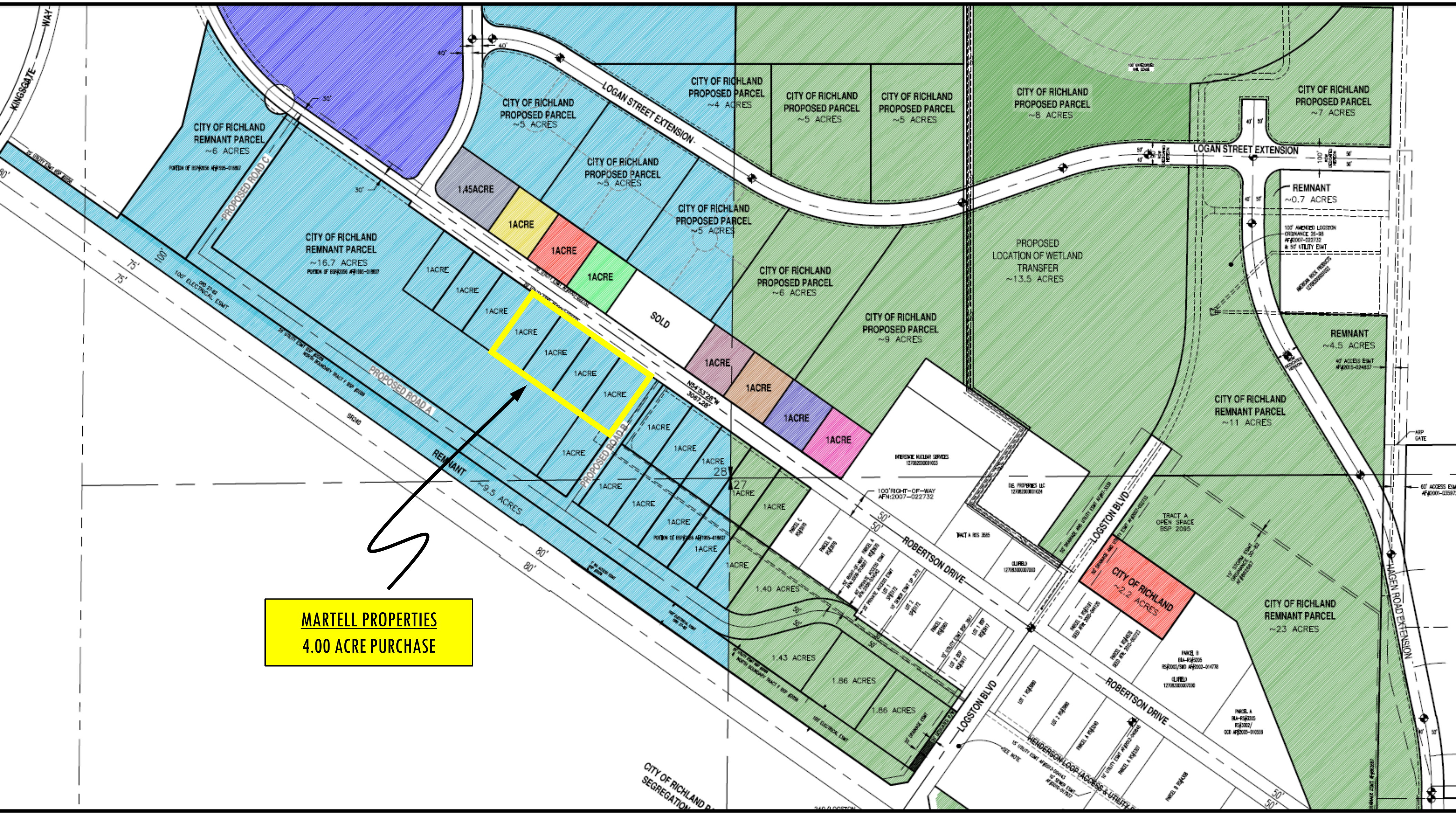
____

EXHIBIT A



11/15/2018


4.40 ACRES – MARTELL PROPERTIES
N


MARTELL PROPERTIES
4.00 ACRE PURCHASE
CITY OF RICHLAND REMNANT PARCEL ~6 ACRES
CITY OF RICHLAND REMNANT PARCEL ~16.7 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~5 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~4 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~5 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~8 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~7 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~6 ACRES
CITY OF RICHLAND PROPOSED PARCEL ~9 ACRES
PROPOSED LOCATION OF WETLAND TRANSFER ~13.5 ACRES
REMNANT ~0.7 ACRES
REMNANT ~4.5 ACRES
CITY OF RICHLAND REMNANT PARCEL ~11 ACRES
CITY OF RICHLAND REMNANT PARCEL ~23 ACRES
CITY OF RICHLAND ~2.2 ACRES
REMNANT ~9.5 ACRES
1.45ACRE
1ACRE
SOLD
1.40 ACRES
1.43 ACRES
1.86 ACRES
LOGAN STREET EXTENSION
PROPOSED ROAD A
PROPOSED ROAD B
PROPOSED ROAD C
ROBERTSON DRIVE
LOGSTON BLVD
HAGEN ROAD EXTENSION
KINGSGATE WAY
HENDERSON LOOP (ACCESS & UTILITY E
100' RIGHT-OF-WAY AFN:2007-022732
N54°53'28"W 3067.28'
INTERSTATE NUCLEAR SERVICES
TRACT A OPEN SPACE BSP 2095
CITY OF RICHLAND SEGREGATION

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Items for Approval

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Authorize a Salary Adjustment for the City Manager

Department:	Ordinance/Resolution Number:	Document Type:
City Manager		General Business Item

Recommended Motion:
Authorize a Salary Adjustment for the City Manager effective December 24, 2018.

Summary:
On December 4, 2018, Council met with the City Manager to review her 2018 performance and achievement of goals established by Council's Strategic Leadership Plan.

Per the City Manager's contract, Council agrees to review and increase base salary and/or other benefits in such amounts and to such an extent as Council may, in its discretion, determine. Further performance goal achievements can yield up to $10,000 per year.

Fiscal Impact: Based on salary adjustment.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018

Agenda Category: Expenditures - Approval

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Expenditures from November 26, 2018 - December 7, 2018 for $13,977,521.05 including Check Nos. 262738-263405, Wire Nos. 7226-7255, Payroll Check Nos. 141444-141974, and Payroll Wire/ACH Nos. 10748-10763

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:
Approve the expenditures from November 26, 2018, to December 7, 2018 in the amount of $13,977,521.05.

Summary:
Breakdown of Expenditures:

Check Nos.	262738-263405	2,464,639.07
Wire Nos.	7226-7255	9,251,899.09
Payroll Check Nos.	141444-141974	11,478.41
Payroll Wires/ACH	10748-10763	2,249,504.48
TOTAL		$13,977,521.05

Fiscal Impact:
Yes

Total Disbursements: $13,977,521.05. Disbursements (wire transfers) include $3,128,325.00 for purchase power and $5,308,240.63 for bond principal and interest payments.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 26 - DECEMBER 7, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 7226 to 7255		
AW Rehn Insurance	Fire Health Reimbursement Account	21,000.00
Bonneville Power Administration	Purchase Power	3,128,325.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	467,967.68
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,853.00
Discovery Benefits	Section 125	8,720.66
First American Title	PSA Port of Benton/Fire Station	229,317.69
LEOFF Trust	Fire Health Premiums	84,351.98
Payment Processing, Inc.	Landfill Merchant Service Fees	2,122.45
US Bank Trust	Principal/Interest Bonds	5,308,240.63
	Total Claim Wire Transfers	$ 9,251,899.09
Payroll Wires & Direct Deposits (ACH) - Wire No. 10748 to 10763		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	$ 2,249,504.48
	Total Claim & Payroll Wires/ACH	**$ 11,501,403.57**

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		**GENERAL FUND**			
Division: 000 UNASSIGNED					
APEX CONTRACTING & PAVING		5413 RETAINAGE	262741	RETAINAGE COLUMBIA FIELD	$1,046.50
BANK OF AMERICA		18100057993	263153	BANK ANALYSIS FEES	$3,485.50
BLASDEL, JEREMY		103118JB	263308	REFUND ICMA 457 LOAN OVRPMT	$130.42
BUNCH, KAYLEE		18-419 BUNCH	262921	18-419 NWPPA WOMEN IN PUB P	$470.45
CARPENTER, JACKIE		18-418 CARPENTER	262927	18-418 NWPPA WOMEN IN PUB P	$707.03
CPM DEVELOPMENT		11183272	263185	PAYMENT REFUND S/B W.RICHLAND	$387.90
GRIMES, KYLIE		18-377 GRIMES	262992	18-377 NWPPA WOMEN IN PUB P	$707.02
JABRI, CHRISTIAN		18-454 JABRI	263352	18-454 ACCESS LEVEL II	$152.16
LETTRICK, R. KIM		18-451 LETTRICK	263359	18-451 STATE AC MTNG	$294.34
LOPEZ, BRANDIN		18-366 LOPEZ	263032	18-366 NWPPA STAKING TECH C	$1,068.84
NYBY, SHAYNE		18-367 NYBY	263056	18-367 NWPPA STAKING TECH C	$1,068.84
SWANSON, JON		18-368 SWANSON	263109	18-368 NWPPA STAKING TECH C	$1,356.60
WASHINGTON STATE PATROL		I19002831	262873	BACKGROUND CHECKS-OCT 2018	$468.00
WEBCHECK INC		6141	262875	WEBCHECK SRVC OCT 18	$1,468.27
				UNASSIGNED TOTAL****	**$12,811.87**
Division: 001 CITY COUNCIL					
CHRISTENSEN, TERRY		18-458 CHRISTENSE	262935	18-458 ECA INTERGOV MTNG	$1,592.72
THOMPSON, ROBERT		18-459 THOMPSON	263392	18-459 ECA INTERGOV'TAL MTN	$1,819.10
VERIZON WIRELESS		9802536578	263121	COUNCIL TRANSITION TO I PADS	($73.87)
				CITY COUNCIL TOTAL****	**$3,337.95**
Division: 100 CITY MANAGER					
RALPH ANDERSEN & ASSOCIATES		INV-01499	263245	CONT 124-18 CHIEF OF POL REC	$16,250.00
		INV-01560		CONT 124-18 CHIEF OF POL REC	$1,116.37
RICHLAND PUBLIC FACILITIES DISTRICT		11-09-18MP	263248	MEETING ROOM RENTAL	$25.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$38.68
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$49.61
				CITY MANAGER TOTAL****	**$17,479.66**
Division: 101 CITY CLERK					
INTL INSTITUTE OF MUNICIPAL CLERKS		19352/2018	263009	IIMC ANNUAL DUES-D BARHAM	$110.00
TRI CITY HERALD	S018133	0003884822	262862	PHN 101618 AS-AD VALORUM RAN O	$49.44
	S018133	0003884839		PHN 101618 AS-SURPLUS RAN ON	$46.96
	S018133	0003884957		PHN 101618 PW RAN ON 10/7/18 A	$64.27
	S018133	0003885957		ORD 32-18 CDS RAN ON 10/7/18 A	$39.55
	S018133	0003886087		ORD 49-18 AS RAN ON 10/7/18 AD	$42.02
	S018133	0003915476		PHN 110618 COUNCIL RAN ON 10/2	$108.32
	S018133	0003933575		MTG NOTICE 110418 COUNCIL RAN	$29.66
	S018133	0003935089		MTG NOTICE 110718 LTAC RAN ON	$32.13

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY HERALD	S018133	003908189	262862	ORD 50-18 PW RAN ON 10/21/18 A	$39.55
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$32.31
				CITY CLERK TOTAL****	**$594.21**
Division: 102 CITY ATTORNEY					
BENTON COUNTY TREASURER		OCT 2018	262750	DISTRICT COURT/OPD-OCT 2018	$73,190.98
MENKE JACKSON BEYER LLP		10/2018-065	263043	GENERAL (CITY ATTY)	$333.30
		10/2018-077		CENTER PKWY TCRY LEGAL SERVICE	$3,534.15
		10/2018-088		NESS/PAULSON V. COR	$1,092.00
		10/2018-456		DENNEY V COR - PRR	$89.70
OGDEN MURPHY WALLACE, PLLC		818135	263058	WIRELESS CODE	$1,809.00
THOMSON REUTERS-WEST		839170232	262858	INFORMATION CHARGES-OCT 2018	$2,259.63
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$38.68
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$38.68
XEROX CORPORATION		095056106	263137	MX4-344681 BASE/PRINTS-OCT	$62.90
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$51.40
				CITY ATTORNEY TOTAL****	**$82,500.42**
Division: 110 ASSISTANT CITY MANAGER					
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$38.68
XEROX CORPORATION		095056106	263137	MX4-344681 BASE/PRINTS-OCT	$61.96
				MX4-344681 BASE/PRINTS-OCT	$236.69
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$33.74
				ASSISTANT CITY MANAGER TOTAL****	**$371.07**
Division: 111 COMMUNICATIONS & MARKETING					
EVERETT, GAIL		120618	263329	REIMB 2018 MILEAGE/MEAL	$166.51
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$76.17
XEROX CORPORATION		095056121	263137	BG2-946472 BASE/PRINTS- OCT	$384.40
				BG2-946472 BASE/PRINTS- OCT	$254.65
		095056122		B35-458536 BASE CHG ONLY-OCT	$140.31
		095056123		XU6-476287 BASE/PRINTS- OCT	$425.01
				XU6-476287 BASE/PRINTS- OCT	$611.23
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$12.53
				TELEPHONE CHARGES 11/1-11/30	$0.27
				TELEPHONE CHARGES 11/1-11/30	$12.40
				COMMUNICATIONS & MARKETING TOTAL****	**$2,083.48**
Division: 112 CABLE COMMUNICATIONS					
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$13.75
				CABLE COMMUNICATIONS TOTAL****	**$13.75**
Division: 113 HANFORD COMMUNITIES					
XEROX CORPORATION		095056106	263137	MX4-344681 BASE/PRINTS-OCT	$62.90
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$8.96

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				HANFORD COMMUNITIES TOTAL****	**$71.86**
Division: 120 FIRE					
BE CREATIVE CONSULTANTS		122	263155	2018 AFG SCBA GRANT PREP	$1,350.00
BENTON RURAL ELECTRIC ASSOCIATION		10/18-74170526	262752	COLLINS RD RADIO TOWER-ELECTRI	$26.63
BYRD, CHRISTOPHER		18-450 BYRD	262923	18-450 18 FIRE PREVENTION I	$326.99
CALLBACK STAFFING SOLUTIONS LLC		0010341	263310	STAFFING CALLBACK SRVCS-NOV	$216.13
LANDON, KEVIN		18-469 LANDON	263356	18-469 WA FIRE CHIEFS SEMIN	$328.38
PACIFIC NORTHWEST HYDRO INC		18-140	262822	GROUND LADDER TEST & INSPECT	$922.50
RICHLAND ACE HARDWARE		216561/2	262834	4 CYCLE TRUFUEL	$52.06
		64510/1		CIRCUIT ALERTR NONCNTACT	$14.11
		64567/1		LIGHT BULBS X 4/HNDLNG CHARGE	$60.56
		64798/1		4 CYCLE TRUFUEL	$34.71
		64812/1		THREAD SEAL TAPE/WRENCH	$11.27
UPTOWN CLEANERS		55026	262869	LINEN/UNIFORM LAUNDRY SRVCS	$300.76
		55124		LINEN/UNIFORM LAUNDRY SRVCS	$290.07
		88812		LINEN/UNIFORM LAUNDRY SRVCS	$282.02
		88906		LINEN/UNIFORM LAUNDRY SRVCS	$281.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$527.88
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$769.10
WAT INC		RICHLANDFD181004A	263398	GETAC MO VEHICLE PARTS	$811.94
		RICHLANDFD4/1004B		GETAC INSTALL MO VEHICLE	$1,221.75
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$182.34
				FIRE TOTAL****	**$8,010.20**
Division: 130 POLICE					
101 CLEANERS		10/18-9427360	263141	UNIFORM LAUNDRY SRVCS-OCT	$110.81
CITY OF RICHLAND		18-437 WHITBY	263315	18-437 NTOA CRISIS NEG	$195.59
		18-454 JABRI		18-454 ACCESS LEVEL II	$152.17
CRIME POINT INC	P059624	2653	262778	FIRST DISGUISE INCLUDED W/PACK	($1,149.00)
	P059624			CUSTOMER LOYALTY DISCOUNT	($400.00)
	P059624			FREE MEMORY UPGRADE	($125.00)
	P059624			UPGRADE NVR INTERNAL HARD DRIV	$125.00
	P059624			SHIPPING AND HANDLING	$140.00
	P059624			COVERT BUILDING SUPPLY DISGUIS	$1,149.00
	P059624			COVERT ELECTRICAL BOX WITH SMA	$1,149.00
	P059624			MULTI FUNCTION VIDEO SYSTEM,	$10,999.00
DAY WIRELESS SYSTEMS		471192	262780	RADIO PROGRAMMING	$798.22
ENTERPRISE RENT A CAR		19167892	262975	18-423 FLORENCE	$104.69
IRON MOUNTAIN INC		AGSJ389	262803	SHREDDING SRVCS-OCTOBER	$146.20
JABRI, CHRISTIAN		18-454 JABRI	263352	18-454 ACCESS LEVEL II	$0.01
LANGUAGE LINE SERVICES LLC		4432370	262808	SERVICES FOR OCTOBER 2018	$17.84

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LARSEN GUNSMITHING & FIREARMS	P059778	9508	262809	GLOCK GEN 5 G17 17RD MAGAZINE	$684.18
LYNN, JERRY		GN102418	263229	GLASS FOR FRAME REIMB	$26.07
MOON SECURITY SERVICES INC		952913	263233	RPD RANGE MONITORING	$59.90
OXARC INC		60261238	262821	OXYGEN CYLINDER RENTAL	$8.34
RIVER CITY TOWING INC		16651	262843	TOW CHARGE	$48.87
		16705		TOW CHARGE	$48.87
		16707		TOW CHARGE	$48.87
		16713		TOW CHARGE	$48.87
		16714	263251	TOW CHARGE	$48.87
		16718		TOW CHARGE	$48.87
STERICYCLE INC		3004404943	262855	BIO WASTE DISPOSAL FEE	$53.43
		3004462461		BIO WASTE DISPOSAL FEE	$10.36
TRANS UNION RISK & ALTERNATIVE DATA		11/18-204527	262860	RPD RECORDS SEARCH-OCTOBER	$119.46
TREASURE VALLEY COFFEE CO		103105	262861	RPD COFFEE DELIVERY	$206.31
VERIZON WIRELESS		9804385539	263121	VERIZON CREDITS ACCT MOVE	($214.45)
	P059790	9817383159		WIRELESS CHARGES OCT 2018 PRIM	$4,634.97
WA STATE CRIMINAL JUSTICE TRAINING		201131394	262872	FIREARMS LVL 1 HAYTER/WOODHSE	$250.00
WASHINGTON STATE PATROL		I19002831	262873	BACKGROUND CHECKS-OCT 2018	$64.00
XEROX CORPORATION		095056112	263287	LX5-691308 BASE/PRINTS-OCT	$217.99
		095056113		LX5-691344 BASE/PRINTS-OCT	$241.46
		095056114		LX5-694258 BASE/PRINTS-OCT	$260.08
		095056115		MX4-345491 BASE/PRINTS-OCT	$436.85
		095056116		MX4-345537 BASE/PRINTS-OCT	$276.18
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$306.57
				TELEPHONE CHARGES 11/1-11/30	$6.83
				POLICE TOTAL****	**$21,355.28**

Division: 210 ADMINISTRATIVE SERVICES

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FINANCIAL CONSULTING SOLUTION GROUP	S017773	2798-21811055	263333	FIRE SERVICES PNNL RATE ANALYS	$240.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$495.98
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$20.01
				ADMINISTRATIVE SERVICES TOTAL****	**$755.99**

Division: 211 FINANCE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLEN, BRANDON		112318	262888	REIMB FLEXISPOT STANDUP DES	$1,175.94
				REIMB FLEXISPOT STANDUP DES	$1,889.91
COLUMBIA INDUSTRIES SUPPORT LLC		0072803	262770	ON SITE SHREDDING WO #0121828	$35.18
		0072919		ON SITE SHREDDING WO #0121826	$35.18
GARDA CL NORTHWEST INC		10434319	262796	ARMORED CAR SRVCS OCT 2018	$516.12
		20332954		EXCESS LIABILITY OCT 2018	$168.50
JETPAY PAYMENT SERVICES, FL, LLC		1098	263218	MERCHANT SRVC CHRGS OCT 18	$38,045.85
PARADISE BOTTLED WATER CO		10/18-FINANCE	262824	BOTTLED WATER-OCTOBER	$57.91

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		10/18-FINANCE	262824	BOTTLED WATER-OCTOBER	$57.91
REDSSON LTD		198434	262832	PORTAL SERVICE LOCATES-OCT	$258.00
RETAIL LOCKBOX INC		18104812	262833	UB PYMT PROCESSING OCT 18	$2,381.83
STATE AUDITOR'S OFFICE		L127846	263260	AUDIT SERVICES - OCT 2018	$13,628.01
US BANK N A		OCT2018	262870	POOLED INVESTMENT CUSTODY FEES	$114.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$38.68
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$48.67
XEROX CORPORATION		095056117	262880	MX4-346672 BASE/PRINTS-OCT	$276.95
		095056118		LX5-692029 BASE/PRINTS-OCT	$195.16
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$0.22
				TELEPHONE CHARGES 11/1-11/30	$76.06
				TELEPHONE CHARGES 11/1-11/30	$132.81
				FINANCE TOTAL****	**$59,132.89**
Division: 212 PURCHASING					
BOTTINEAU, IRMA J		18-432 BOTTINEAU	262911	18-432 APWA-CAE PRO CONST C	$103.20
CANON FINANCIAL SERVICES, INC	S017910	19440976	262926	COPIER LEASE & USAGE CHARGES	$190.08
	S017910			COPIER LEASE & USAGE CHARGES	$47.52
UNITED PARCEL SERVICE	S018132	0009866414778	262868	GROUND PKG TO HORIZON DIST FOR	$3.82
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$19.34
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$28.27
XEROX CORPORATION		095115698	262880	MX4-340609 BASE/PRINTS-OCT-IT	$232.00
		095115699		MX4-354245 BASE/PRINTS-OCT-HR	$236.70
	S017810	095115700	263137	XEROX 7855 LEASE FOR 2018, S/N	$164.55
	S017810			XEROX 7855 LEASE FOR 2018, S/N	$41.14
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$43.46
				TELEPHONE CHARGES 11/1-11/30	$59.56
				PURCHASING TOTAL****	**$1,169.64**
Division: 213 INFORMATION TECHNOLOGY					
AYERS, JACKIE		120518	263301	REIMB 2018 MILEAGE	$255.93
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$79.61
CASELLE INC	P058690	91289	262929	Animal License Software Monthl	$169.33
COLUMBIA BASIN INFORMATION TECHNOLOGY	P058663	1836	263319	MONTHLY SERVICE FEE INTERNET	$800.00
DELL COMPUTER CORPORATION	P059738	10276835250	262962	DELL 22 MONITOR -P2219H, HARDW	$3,304.59
EN POINTE TECHNOLOGIES SALES LLC	P059679	900101371	262973	OS LICENSE, WINSVRSTDCORE	$692.06
N HARRIS COMPUTER CORPORATION		MN00114114	263237	CAFR ANNUAL SUPPORT	$4,293.12
QUICKSTART	P059759	80006-VPA	263244	1 YEAR MASTER SUBSCRIPTION, TE	$14,970.00
TECH POWER SOLUTIONS INC	P059652	55060	263112	HPE INSTALL MSA/D2000 DRIVE EN	$811.24
	P059652			HPE D2000 DISK ENCLOSURE SUPPO	$1,799.50
	P059652			HPE EXT 1.0M MINISAS HD TO MIN	$152.04
	P059652			ADJUST TAX	$0.01

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TECH POWER SOLUTIONS INC	P059652	55060	263112	HPE INSTALLATION SERVICE INCLU	$0.00
	P059652			HPE 5Y FOUNDATION CARE NBD wDM	$0.00
	P059652			HPE D3600 ENCLOSURE, PART #QW9	$2,385.94
	P059652			HPE 12TB SAS 7.2K LFF SC He 51	$6,064.22
TESTOUT CORPORATION	P059766	INV333282	263264	TESTOUT TRAINING 1 YEAR	$2,300.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$15.02
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$283.67
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$43.46
				TELEPHONE CHARGES 11/1-11/30	$250.09
				INFORMATION TECHNOLOGY TOTAL****	**$38,669.83**
Division: 220 HUMAN RESOURCES					
ANOVAWORKS		2445	262740	RPD ANNUAL HEARING TESTS (57)	$1,539.00
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$3.79
		19440977		CANON-IRC55501-XLG04984-OCT	$394.75
CITY OF RICHLAND		18-414 PARKER-	263315	18-414 LABOR LAW & ARBITRAT	$2.00
HYAS GROUP LLC		2877	263008	4Q 2018 COMP CONSULT FEE	$9,500.00
		2878	263212	Q4 2018 CONSULTING FEE-FIRE	$1,500.00
		2879	263008	4Q 2018 RHS CONSULT FEE	$1,500.00
INTERNATIONAL SOCIETY OF CERTIFIED		INV-513655-D4J1J8	263350	R. PARKER 2017 MEMB FEES	$335.00
PUBLIC SAFETY SELECTION PC		4027	263376	POLYGRAPH EXAM-POLICE OFFICER	$400.00
PUBLIC SAFETY TESTING INC		PSTI18-2078	262830	BACKGROUND INVEST-FIRE C.MCCAB	$1,751.14
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$101.88
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$71.92
				HUMAN RESOURCES TOTAL****	**$17,099.48**
Division: 300 COMMUNITY &DEVELOPMENT SERVICE					
ABADAN INC		AR39904	262882	LARGE FORMAT SCANNER	$155.24
CITY OF RICHLAND		18-448 JENSEN	262937	18-448 PORT OF TACOMA TOUR	$318.35
VERIZON WIRELESS		9804385539	263121	VERIZON CREDITS ACCT MOVE	($36.32)
	P059790	9817383159		WIRELESS CHARGES OCT 2018 PRIM	$78.40
XEROX CORPORATION		095056107	262880	MX4-343179 BASE/PRINTS-OCT	$230.37
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$27.48
				TELEPHONE CHARGES 11/1-11/30	$20.26
				TELEPHONE CHARGES 11/1-11/30	$20.32
				TELEPHONE CHARGES 11/1-11/30	$19.95
				TELEPHONE CHARGES 11/1-11/30	$6.20
				TELEPHONE CHARGES 11/1-11/30	$112.02
				COMMUNITY &DEVELOPMENT SERVICE TOTAL****	**$952.27**
Division: 301 DEVELOPMENT SERVICES					
APPRAISAL GROUP SEWA		2018-187	263294	APPRAISAL REPORT-JADWIN	$2,600.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AVANTECH INC	S018034	18-3143	262745	TRACEY PELOQUIN - CLERICAL	$535.08
CDW GOVERNMENT INC	P059699	PVM4995	262930	ADOBE ACROBAT PRO 2017 LICENSE	$413.04
TRI CITY HERALD	S018133	0003884624	262862	PHNS 110518 HE RAN ON 10/7/18	$106.29
	S018133	0003884659		PHNS 110518 HE RAN ON 10/7/18	$51.91
	S018133	0003886940		PHN 111518 BOA 3D DEVELOPMENT	$66.74
	S018133	0003886966		DNS FILE #EA2018-123 RAN ON	$84.04
	S018133	0003911594		PHN 112918 CA2018-101 & EA2018	$91.46
	S018133	0003911630		PHN CA2018-104 & EA2018-126 RA	$101.34
	S018133	0003932552		MTG NOTICE 121218 HE RAN ON	$84.04
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$502.47
				DEVELOPMENT SERVICES TOTAL****	**$4,636.41**
Division: 303 LIBRARY					
ALL DOORS INC		62875	262887	AUTOMATIC DOOR REPAIR	$325.80
FRONTIER	S018141	11/18 5099433152	263336	TELEPHONE CHARGE 11/4/18 - 12/	$382.12
OCLC INC		0000631164	262819	CATALOGING SRVC 7/1/18-6/30/19	$1,099.67
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$83.09
WT COX SUBSCRIPTIONS		3055907	263286	2018 MAGAZINE SUBSCRIPTIONS	$7,947.48
XEROX CORPORATION		095056036	262880	7HB-469027 BASE ONLY-NOV	$10.86
		095056125	263137	LX5-692917 BASE/PRINTS-OCT	$327.83
		095056127	262880	LX5-692943 BASE/PRINTS-OCT	$148.07
		095056128		LX5-692946 BASE/PRINTS-OCT	$324.46
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$150.97
				LIBRARY TOTAL****	**$10,800.35**
Division: 330 PARKS & RECREATION ADMIN					
FIRST AMERICAN TITLE COMPANY		14090-4389124	263334	SUBDIVISION/PLAT CERT	$380.10
VERIZON WIRELESS		9804385539	263121	VERIZON CREDITS ACCT MOVE	($137.81)
	P059790	9817383159		WIRELESS CHARGES OCT 2018 PRIM	$1,213.74
				PARKS & RECREATION ADMIN TOTAL****	**$1,456.03**
Division: 331 PARKS & REC - RECREATION					
ABADAN INC		AR38667	262882	100-PRINTING BASKETBALL FLYERS	$737.74
AVANTECH INC	S018048	18-3147	262745	JOHN FLEMING, INSTRUCTOR	$150.12
	S018048			SHARON VAN HOUDT, INSTRUCTOR	$150.12
CECIL'S MAGIC		102718	262759	MAGIC PERFORMER-FALL CARNIVAL	$418.00
CITY OF RICHLAND		1019662.032	262767	P&R SCHOLARSHIP-P. SWIFT	$51.25
		1019747.032		P&R SCHOLARSHIP-E. PAYSENO	$67.50
		1019926.032		P&R SCHOLARSHIP-D. HUBBLE	$54.00
		1020109.032		P&R SCHOLARSHIP-A. THOMAS	$54.00
		1020110.032		P&R SCHOLARSHIP-T. SANCHEZ	$54.00
		1020111.032		P&R SCHOLARSHIP-L. SANCHEZ	$54.00
EWING IRRIGATION PRODUCTS INC		6424810	262978	HCP WW LIGHTS	$938.31

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EWING IRRIGATION PRODUCTS INC		6472192	262978	LIGHTS-WINTER WONDERLAND	$1,377.83
		6482124		HCP WW LIGHTS, CLIPS	$684.18
HOLIDAY TECHNOLOGIES, LLC		7423	263347	DC BOARD-WINTER WONDERLAND	$562.07
MASON, PATTI L		OCTOBER 2018	262812	FITNESS CLASSES-OCTOBER	$659.58
MILLER, JO ANN			262816	DANCE INSTRUCTOR-OCTOBER	$675.50
RICHLAND ACE HARDWARE		216552	262834	WINTER WONDERLAND	$42.71
		62582/1		400 PAINTBRSH/CHALKPAINT	$15.83
		62628/1		500 POOL CLEANING SUPPLIES	$87.55
		64815/1	263079	WINTER WONDERLAND PARTS	$36.66
		64854/1		WINTER WONDERLAND PARTS	$11.99
		64860	262834	FASTENERS-WINTER WONDERLAND	$44.52
		64920/1	263079	WINTER WONDERLAND PARTS	$56.10
		64937/1		WINTER WONDERLAND PARTS	$415.79
RIVERSIDEDAVE LLC		832	262844	AV PROD SERVICE FALL CARNIVAL	$1,100.00
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$6.20
				TELEPHONE CHARGES 11/1-11/30	$37.21
				TELEPHONE CHARGES 11/1-11/30	$96.23
				PARKS & REC - RECREATION TOTAL****	**$8,638.99**

Division: 335 PARKS & REC - PARKS&FACILITIES

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABM JANITORIAL NORTHWEST		13121685	262883	OCT POOL HOUSE	$1,565.20
AIREFCO INC		4083739	263291	BELT/PULLEY	$169.59
		4089412		HVAC PARTS	$238.24
ALLPLAY SYSTEMS LLC	P059556	2018-154	263144	BELINER SPEEDWAY PARTS, TROLLE	$1,162.02
	P059556			FREIGHT	$293.22
BENTON COUNTY SHERIFF'S OFFICE		0918 WORKCREW	262749	WORKCREW II SEPTEMBER	$15,505.05
CASCADE NATURAL GAS CORP		11/18 51897100007	263311	NAT GAS 1005 SWIFT 10/19-11/16	$2,680.82
		11/18 73638100005		NAT GAS 500 AMON 10/19-11/16	$959.23
		11/18 75226321539		NAT GAS 2710 DUPRT 10/17-11/15	$403.98
		11/18 80577100003		NAT GAS 200 BLDG 10/17-11/15	$1,066.97
		11/18 90577100002		NAT GAS BLDG 300 10/17-11/15	$1,575.21
		11/18 96738100005		NAT GAS 505 SWIFT 10/19-11/16	$1,261.97
		11/18-61897100006		NAT GAS 955 NRTHGT 10/19-11/16	$924.75
CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY		110230658	262932	HORN RAPIDS PLANTERS	$2,468.09
CITY OF RICHLAND		10/2018-24	262765	#24 LANDFILL FEES	$10,980.42
		18-431 PARDINI	262937	18-431 WA STATE WEED ASSOC	$322.56
COLE DRAINS & PLUMBING REPAIR		6100	262768	840 NORTHGATE BACKUP	$217.20
COLUMBIA GRAIN & FEED INC		162830	262941	AIR FILTERS	$49.93
COMPLETE CLEANING SYSTEMS		76733	262773	MACHINE SCRUB WAREHOUSE	$185.50
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-600940	263322	LIGHTS-RM 110	$2,251.40
		3627-600943		LIGHTS-RM 110	$516.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-601111	263322	LIGHTS-HAINS COMFORT STATION	$390.96
		3627-601225		LIGHTS-SHOPS HALLWAY	$206.22
		3627-601438		LIGHTS-PARKS CREW ROOM	$1,070.38
FERGUSON ENTERPRISES INC		6628634	262793	FOUNTAIN REPAIR KIT	$81.45
		6685228		HVAC PARTS	$158.82
FRONTIER FENCE INC	P059712	40448	263203	REPAIR THE HI SECURITY GATE	$22,924.50
G-A-P SUPPLY CORP DBA		20385158-00	262795	RECOVERY TANK	$703.45
		20385204-00		HVAC TOOLS	$189.03
		20386271-00	263337	HVAC PARTS	$54.61
GRAINGER	S018128	9006897913	262798	PRESSURE SWITCH ITEM #62YD22	$543.46
	S018128	9952507003		INDEXING PRY BAR ITEM #39E951	$581.80
	S018128	9959132433		CHARGING/VACUUM HOSE ITEM #451	$145.33
HD FOWLER COMPANY INC		I4973950	263000	4"WAFER BOLT & NUT KIT	$16.63
HERC RENTALS INC		30387780-001	263345	BOOM RENTAL - WINTER WONDERLAN	$1,880.41
		30398861-001		BOOM RENTAL - WINTER WONDERLAN	$727.62
		30419067-001		BOOM RENTAL - WINTER WONDERLAN	$1,217.14
INTERLINE BRANDS INC DBA	S018123	465574721	263216	HAND SANITIZER REFILL, 1200 ML	$87.44
	S018123			DISPENSER, FOR 1200 ML HAND	$0.00
IRRIGATION SPECIALISTS INC		1261690-01	263351	IRRIGATION PARTS	$16.47
LAKELAND RESTORATION SERVICES LLC	P059591	07-728/PMT 1	263025	AQUATIC WEED MANAGEMENT COL PO	$37,019.62
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		A-384	262815	GOETHALS PARK	$91.00
		A-385		LYNNWOOD PARK	$91.00
		A-545		COLUMBIA POINT MARINA DRIVE	$783.00
OXARC INC		30504306	262821	CO2 - PROUT POOL	$222.63
		30508452	263373	CO2	$242.99
		30516042		CO2	$214.49
		60265243	262821	CO2 - PROUT POOL	$93.18
PLATT ELECTRIC SUPPLY		T720622	263073	WAREHOUSE LIGHTS	$180.00
		T787519	263375	HVAC PARTS	$256.83
RICHLAND ACE HARDWARE		216597	262834	ANTI-FREEZE-WINTERIZE PLUMB	$12.99
		62680		IRRIGATION PARTS	$16.89
		64740		IRRIGATION PARTS	$25.52
		64741		FALL CARNIVAL AIR HORNS	$67.27
		64763		AA BATTERY CHARGER	$24.97
				IRRIGATION PARTS	$2.81
		64770		HVAC TOOLS & SUPPLIES	$63.78
		64801		CM SCREWDRIVER	$48.86
		64803		SPACKLE, ROLLER	$22.99
		64813		CM SCREWDRIVER - RETURN	($48.86)
		64823/1	263079	BOLT CUTTER, CHAIN, FASTENE	$32.19
		64834	262834	CONCRETE, FASTENERS	$17.91

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		64857	262834	CLAMP - WINTERIZATION	$4.32
		64876		TEE, COUPLER	$8.21
		64894		STEEL WOOL-RPD LIGHTS	$6.51
		64895		BOLLARD INSTALL PARTS	$25.93
		64908		CARPET REPAIR PARTS	$41.88
		64929/1	263079	UGER CLOSET 1/2" X 3'	$19.54
SPRAGUE PEST SOLUTIONS		3679123	263385	NOV 2018 MONTHLY SERVICE-FS 1	$103.17
		3679124	263102	JUNE MONTHLY SERVICE-FS 2	$103.17
		3679125	263385	NOV 2018 MONTHLY SERVICE-FS 3	$103.17
		3679127		NOV 2018 MONTHLY SERVICE-RCC	$124.89
		3691009		NOV 2018 MONTHLY SERVICE-LIB	$179.19
STONEWAY ELECTRIC SUPPLY		S102575267.001	262856	GATE REPAIR - RPD	$39.40
		S102577195.001	263106	HAINS BATHROOM LIGHT	$26.55
		S102581596.001	263389	HAVAC PARTS	$132.43
		S102581618.001		HVAC PARTS	$86.80
		S102583219.001		LIGHTS-LIBRARY	$178.02
		S102588590.001		LIGHTS-CITY HALL	$30.67
TACOMA SCREW PRODUCTS INC		22228964	263390	HVAC PARTS	$35.45
THE DRAIN SURGEON		39464	262857	COLUMBIA PLAYFIELD URINAL	$157.47
THE PERSONAL TOUCH CLEANING INC		85605	263113	JANITOR SERVICES-BLDG 100-OCT	$3,251.34
		85606		JANITOR SERVICES-BLDG 200-OCT	$916.51
		85607		JANITOR SERVICES-BLDG 300-OCT	$665.84
		85667		JANITOR SERVICES-RCC-OCT	$4,413.05
		85668		JANITOR SERVICES-LIBRARY-OCT	$5,505.51
TRI CITIES BATTERY & AUTO REPAIR		127649	263116	6V 5AH T1-703BLDG	$107.73
WESTERN STATES EQUIPMENT COMPANY		IN000826785	263400	BACKHOE-PATH REMOVAL	$3,208.32
WILBUR ELLIS COMPANY		12320258	263402	AMONIUM SULFATE	$1,691.29
WILDWOOD PLAYGROUNDS NW		10095	263133	100 CU YDS SURFACE MAX	$3,877.02
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$97.61
				PARKS & REC - PARKS&FACILITIES TOTAL****	**$140,417.02**

Division: 338 PARKS & REC - PROJECT ADMIN

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$89.23
TRI CITY HERALD	S018133	0003937959	262862	PUBLIC HEARING - LAWLESS PARK	$42.02
				PARKS & REC - PROJECT ADMIN TOTAL****	**$131.25**

Division: 900 NON-DEPARTMENTAL

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARBAUGH & ASSOCIATES INC		1709	263148	ARBAUGH CONTRACT FEES-OCT 18	$1,470.00
DEPARTMENT OF HUMAN SERVICES		3RD QTR 2018	262783	3RD QTR LIQUOR TAXES & PROFITS	$3,075.36
HALO BRANDED SOLUTIONS INC		3662516	262799	MARKETING MATERIALS-BAGS	$2,759.59
		3666489		MARKETING MATERIALS-BAGS	$612.30
PERFECTION GLASS		CIP2018-005	263067	CIP20187-005 INV 1	$10,000.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN BUSINESS IMPROVEMENT DISTRICT		00041	263118	BLRF2018-005 INV 1	$8,000.00
		BLRF2018-004(1)		BLRF2018-004 INV 1	$5,000.00
				NON-DEPARTMENTAL TOTAL****	**$30,917.25**
				GENERAL FUND Total ***	**$463,407.15**

FUND 101 CITY STREETS

Division: 401 STREETS MAINTENANCE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED SIGNAL & CONTRACTING LLC	P058698	2692	263143	2018 RAILRAOD CROSSING INSPECT	$320.00
AMERICAN ROCK PRODUCTS INC	P059808	384649	263146	5/8 TOP COURSE, INV #384649	$186.89
	P059808	385897		5/8 TOP COURSE, INV #385897	$337.06
BENTON PUD		11/18-39091002	262751	(9) WYE LIGHTS-BADGER REPEATER	$92.61
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$13.41
HERC RENTALS INC		30389558-001	262800	LIQUID PROPANE	$19.50
		30403452-001		LIQUID PROPANE	$48.97
		30409053-001		LIQUID PROPANE	$54.17
		30418001-001	263002	LIQUID PROPANE 6.6 GALLON	$28.59
INLAND ASPHALT CO	P059755	2706182-	262802	ASPHALT, INV #2706182 10/16/1	$15,144.54
	P059809	2709198	263214	Tack Oil, Inv #2709198 10/19/	$613.28
	P059813	2709200		ASPHALT RICHE CT, INV #2709200	$10,430.05
	P059813			ADJ TAX, INV #2709200 10/19/1	($0.01)
	P059812	2709720		ASPHALT MAHAN, INV #2709720	$17,903.47
	P059812			TAX ADJ, INV #2709720 10/22/1	$0.01
	P059809	2710389		Tack Oil, INV #2710389 10/23/	$1,274.45
	P059811	2710393		ASPHALT MAHAN 4, INV #2710393	$23,877.66
	P059811			ADJUST TAX, INV #2710393	$0.01
	P059809	2715489		ASPHALT, INV #2715489 10/25/1	$179.01
	P059809	2717149		ASPHALT, INV #2717149 10/30/1	$303.94
NORTHWEST SIGN RECYCLING LLC		3168-	263055	HYDROSTRIPPING - REMAINING BAL	$31.24
RICHLAND ACE HARDWARE		64925/1	262834	SILICONE	$8.68
TRAFFIC SAFETY SUPPLY CO INC	S018124	INV008378	263267	SIGN POST, 2" DIAMETER SQUARE	$902.74
	S018124			FREIGHT	$133.44
	S018124			ADJUST TAX	($0.01)
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$290.60
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$24.81
				STREETS MAINTENANCE TOTAL****	**$72,219.11**
				CITY STREETS Total ***	**$72,219.11**

FUND 112 INDUSTRIAL DEVELOPMENT FUND

Division: 305 ECONOMIC DEVELOPMENT

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARBAUGH & ASSOCIATES INC		1709	263148	ARBAUGH CONTRACT FEES-OCT 18	$150.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WEST RICHLAND CHAMBER OF COMMERCE		7206	263278	NOVEMBER LUNCHEON	$30.00
XEROX CORPORATION		095056107	262880	MX4-343179 BASE/PRINTS-OCT	$185.00
				ECONOMIC DEVELOPMENT TOTAL**	**$365.00**
				INDUSTRIAL DEVELOPMENT FUND Total *	**$365.00**
FUND 117		**PUBLIC SAFETY SALES TAX**			
Division: 131		PSST POLICE ACTIVITY			
ARTISTIC TREEWORKS	S018135	07-14-4936	263149	MAPLE TREE PRUNED AT 1604	$434.40
CITY OF KENNEWICK		013705	262762	METRO CONTRIBUTION FY18-19	$2,875.00
ENTERPRISE RENT A CAR		19167892	262975	18-297 EDWARDS	$249.05
GRAYSHIFT, LLC		1614	263341	GRAYKEY ANNUAL LICENSE	$15,030.00
WA STATE CRIMINAL JUSTICE TRAINING		201131394	262872	FIREARMS LVL 1 HAYTER/WOODHSE	$1,250.00
				PSST POLICE ACTIVITY TOTAL**	**$19,838.45**
				PUBLIC SAFETY SALES TAX Total *	**$19,838.45**
FUND 150		**HOTEL/MOTEL FUND**			
Division: 307		HOTEL/MOTEL TAX			
RICHLAND PUBLIC FACILITIES DISTRICT		C32-18/2018	262842	C32-18 HTL/MTL TAX GRANT	$8,000.00
TRI CITY HERALD	S018133	0003848888	262862	HOTEL MOTEL LODGING TAX FUND R	$224.98
TRI CITY WATER FOLLIES ASSN INC		4882	262864	C31-18 COLUMBIA CUP BOATS-H/M	$15,000.00
TRI-CITIES SUNRISE ROTARY		S3S18-005	262865	2018 H/M SEE3SLAM	$10,000.00
				HOTEL/MOTEL TAX TOTAL**	**$33,224.98**
				HOTEL/MOTEL FUND Total *	**$33,224.98**
FUND 153		**COMMUNITY DEV BLOCK GRANT**			
Division: 308		CDBG PROGRAM			
ELIJAH FAMILY HOMES		2442	263194	TRANSITION TO SUCCESS #01-18	$1,951.42
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$6.49
				CDBG PROGRAM TOTAL**	**$1,957.91**
				COMMUNITY DEV BLOCK GRANT Total *	**$1,957.91**
FUND 154		**HOME FUND**			
Division: 000					
CITY OF PASCO		143025	262763	REFUND-OVERPMT HOME LOAN PAYOF	$549.35
				UNASSIGNED TOTAL**	**$549.35**
Division: 309		HOME PROGRAM			
CHICAGO TITLE INSURANCE COMPANY		18-03	262738	HOME DPA/MIGLIACCIO-201 BERNAR	$10,000.00
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$6.49
				HOME PROGRAM TOTAL**	**$10,006.49**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				HOME FUND Total ***	**$10,555.84**
FUND 301		**STREETS CAPITAL CONSTRUCTION**			
Division: 000					
PREMIER EXCAVATION INC		C150-18/PMT3	262829	RETAINAGE	($22,813.68)
				UNASSIGNED TOTAL****	**($22,813.68)**
Division: 402 ARTERIAL STREETS					
BADGER MOUNTAIN VILLAGE HOMEOWNERS ASN		1803-2918-5652	263302	SIDEWLK REP REIMBURSE @50%	$3,993.42
DeLUCCHI, PATRICIA L		500900	263192	SIDEWALK REPAIR-2355 EASTON	$366.53
ENNIS-FLINT, INC.	S018067	361312	262790	HPS6 4:1 YELLOW SPRAY DURASET	$9,774.00
	S018067			HPS6 4:1 CATALYST FOR DURASET	$3,518.64
	S018067			HPS6 4:1 WHITE SPRAY DURASET 5	$7,330.50
FRONTIER FENCE INC		58732	262983	SLEEVE	$19.68
IMT INC	P059084	10240	263349	DUPORTAIL BRIDGE - 2018 MATERI	$2,344.50
		IMT	263213	M18171 MAT TEST-HENDERSON LP	$1,084.00
INLAND ASPHALT CO	P059807	2715373	263214	ASPHALT - WRIGHT AND FRIES	$723.33
POULSON, BARBARA		092518	263243	SIDEWALK REPAIR - 2308 OLYMPIA	$212.50
PREMIER EXCAVATION INC		C150-18/PMT3	262829	HENDERSON LOOP WEST - PMT 3	$458,302.57
RICHLAND ACE HARDWARE		64916/1	263079	GRASS SEED	$10.85
SANDERS, GAIL		111218	263085	SIDEWALK REPAIR-1943 DAVISON	$200.00
SPORMAN, KELLY		103018	263259	SIDEWALK REPAIR-1311 BIRCH	$251.14
WA STATE DEPT OF TRANSPORTATION	P058735	RE13ATB81114028	263276	SR 240/KINGSGATE TRAFFIC SIGNA	$215.75
	P058911	RE313ATB81114037		JADWIN APPROACH SLAB REPLACEME	$21,046.79
				ARTERIAL STREETS TOTAL****	**$509,394.20**
				STREETS CAPITAL CONSTRUCTION Total ***	**$486,580.52**
FUND 380		**PARK PROJECT CONSTRUCTION**			
Division: 337 PARKS & REC PROJECTS					
CONFEDERATED TRIBES OF THE UMATILLA		21735	263320	COL PT SS PUMP STATION	$2,829.62
		21736	263179	FIELD 5 LIGHTING	$4,734.78
DESERT GREEN TURF INC		30068	262785	SOD FOR NEW FOOTBALL FIELD	$36,333.22
		30069		SAND FOR NEW FOOTBALL TURF	$4,561.20
EWING IRRIGATION PRODUCTS INC		6482122	262978	PITCHER MAT-COL PT MARINA	$423.54
MONARCH MACHINE & TOOL CO INC		A199101	263367	COL PT FOOTBALL RENO PARTS	$396.11
PLATT ELECTRIC SUPPLY		T675532	262827	RCC LIGHTS	$10.16
				PARKS & REC PROJECTS TOTAL****	**$49,288.63**
				PARK PROJECT CONSTRUCTION Total ***	**$49,288.63**
FUND 385		**GENERAL GOVT CONSTRUCTION**			
Division: 900 NON-DEPARTMENTAL					

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DELL COMPUTER CORPORATION	P059761	10278068021	263187	STORAGE, DELL MD1400 FOR NEW	$18,879.74
	P059760	10278131356		SERVER, POWEREDGE R640 FOR NEW	$10,566.67
GPI	P059080	GPI180647	263340	PROVIDE GEOTECHNICAL SERVICES	$732.60
XIOLOGIX LLC	P059775	6265	263138	VEEAM 15 MONTHS SUPPORT	$1,798.82
				NON-DEPARTMENTAL TOTAL****	**$31,977.83**
				GENERAL GOVT CONSTRUCTION Total ***	**$31,977.83**

FUND 401 ELECTRIC UTILITY FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANIXTER INC	P059484	3989964-03	262896	TERM, JACKETED, T-BODY JACKET	$716.76
	P059659	403660-01	262739	BOLT, MACHINE 3/4 X 14,JOSLYN	$36.19
	P059681	4046127-00	262896	PULLING LUBE LIQUID 1GAL,PJ128	$204.17
	P059684	4046791-00	262739	GUY GRIP 3/8" LONG BAIL UNI.,	$518.95
	P059684			GUY CLAMP 3 BLT FOR 5/16-1/2,	$280.19
	P059659	4053660-00		BOLT, OVALEYE 5/8 X 14, JOSLYN	$165.07
	P059659			BOLT, MACHINE 5/8 X 14, JOSLYN	$33.94
	P059659			BOLT, MACHINE 3/4 X 16, JOSLYN	$70.86
	P059659			BOLT DOUBLE ARMING 3/4 X 26	$138.47
	P059659			NUT, OVAL EYE, 5/8 BOLT,JOSLYN	$143.35
	P059659			WASHER, SQUARE CURVED, 11/16	$158.56
	P059659			BOLT, MACHINE 5/8 X 12,JOSLYN	$29.87
	P059689	4055029-01		CABLE, SEC, UG TRIPLEX, 4/0 AL	$12,478.14
	P059689	4055029-02		CABLE, SEC, UG QUADRUPLEX 4/0	$2,192.63
	P059645	4056151-00		SLEEVE,INSULATED, #6 STRANDED,	$8.25
	P059645			SLEEVE ACSR AUTOMATIC, 1/0,	$170.77
	P059645			SLEEVE SHRINK,1.100-.375 X 12"	$221.82
	P059645			SLEEVE SHRINK,1.500-.500 X 12"	$404.54
	P059645			SLEEVE ACSR AUTOMATIC, 4/0,	$289.96
	P059645	4056151-01	263293	SLEEVE, COPPER #6 - 1/0 STR,	$539.74
	P059488	4056243-00	262896	PREFORMED GUY GRIP, DE, 7/16	$195.48
	P059488			PREFORMED GUY GRIP,3/8, DEAD-	$119.46
	P059488	4056243-01	263293	PREFORMED TIE, 336 ACSR, DIST	$1,316.78
CARLSON SALES METERING SOLUTIONS LLC	S018009	CSM-3913-1	263164	CT, 600:5, 600V, 3" WINDOW,	$6,320.52
	S018009			CT, 600:5, 600V, BAR TYPE,	$12,901.68
	S018009			CT,500:5, 600V, OVAL WINDOW,	$6,450.84
	S018009			CT, 600:5, 600V, W/FLAT BASE,	$4,430.88
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059662	3627-599825	263322	CONDUCTOR, CU, 4/0 19 STR BARE	$1,400.94
	P059662			CONDUCTOR, CU SD, #6 SOL BARE,	$875.75
GENERAL PACIFIC INC	P059531	1318155	262797	CABLE, POWER, 750 MCM AL.	$138,239.50
	P059531	1318156		CABLE, POWER, 750 MCM AL.	$134,476.82
	P059531	1318157		CABLE, POWER, 750 MCM AL.	$61,977.76

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KAMAN INDUSTRIAL TECHNOLOGIES	P059693	F447264	262806	FREIGHT	$19.77
	P059693			LUBRICANT, SILICONE, DOW #4	$185.58
	P059693			ADJUST FOR TAX	($0.01)
	P059693	T552814		LUBRICANT, SILICONE, DOW #4	$1,299.03
	P059693			FREIGHT	$38.77
PLATT ELECTRIC SUPPLY	P059713	T705181	263241	ELBOW,PVC,3",45,18" RADIUS	$35.71
	P059713			ADJUST TAX	$0.01
	P059713			CONDUIT,PVC,1-1/2",SCH80,10 FT	$9.30
	P059713			COUPLING,PVC,5",SCH 40,DBELL	$83.30
	P059713			ELBOW,PVC,3",30,18" RADIUS	$83.40
	P059713			COUPLING,PVC,4",SCH 40,DBELL	$115.33
	P059713			CONDUIT RIGID, 1IN	$131.99
	P059713			COUPLING,PVC,6",EXPANSION	$161.89
	P059713			BELL END, PVC, 4", SCH 40	$186.68
	P059713			COUPLING,PVC,3",SCH 40,DBELL	$189.51
	P059713			COUPLING,PVC,4",EXPANSION	$209.82
	P059713			UNISTRUT, STANDARD, PIERCED	$212.81
	P059713			BELL END, PVC, 3", SCH 40	$262.81
	P059713			PVC SOLVENT CEMENT, QUART SIZE	$285.66
	P059713			CONDUIT,PVC,6",SPLIT-DUCT,10FT	$371.85
	P059713			CONDUIT, RIGID 6" PIPE, 10 FT	$962.38
	P059713			COUPLING,PVC,3",EXPANSION	$136.56
	P059713			ELBOW,PVC,6",90,36" RADIUS	$820.47
SAFETYCAL INC	P059381	799209-	262848	TAGS, REFLECTIVE NUMBER/LETTER	$619.20
WESCO DISTRIBUTION INC	P059576	901611	262876	CONN,DIST. 336.4-4/0 AL TO AL	$354.36
	P059576			COVER, DIST CONNECTOR, FARGO	$94.48
	P059548	909046	263399	CONN, INSULATED 6-COND, 12-500	$306.25
				TOTAL****	**$394,685.55**

Division: 501 BUSINESS SERVICES

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARBAUGH & ASSOCIATES INC		1709	263148	ARBAUGH CONTRACT FEES-OCT 18	$840.00
BUNCH, KAYLEE		18-419 BUNCH	262921	18-419 NWPPA	$0.05
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$93.75
CARPENTER, JACKIE		18-418 CARPENTER	262927	18-418 NWPPA	$30.00
CITY OF RICHLAND		18-366 LOPEZ	262937	18-366 NWPPA	$1,068.84
		18-367 NYBY		18-367 NWPPA CERT	$1,068.84
		18-368 SWANSON		18-368 NWPPA CERT	$1,356.60
		18-377 GRIMES		18-377 NWPPA	$707.02
		18-418 CARPENTER		18-418 NWPPA	$707.03
		18-419 BUNCH		18-419 NWPPA	$470.45
ENTERPRISE RENT A CAR		19167892	262975	18-440 EDGEMON	$192.19
GRIMES, KYLIE		18-377 GRIMES	262992	18-377 NWPPA	$30.01

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LOPEZ, BRANDIN		18-366 LOPEZ	263032	18-366 NWPPA	$0.01
NYBY, SHAYNE		18-367 NYBY	263056	18-367 NWPPA CERT	$0.01
SD MYERS LLC		785742	262850	SAMPLE TESTING	$10.00
SWANSON, JON		18-368 SWANSON	263109	18-368 NWPPA CERT	$0.01
UNITED PARCEL SERVICE	S018138	000986641488	263271	WEIGHT CORRECTION FOR PKG TO H	$0.15
	S018138			GROUND PKG TO HJ ARNETT FOR PO	$4.61
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$161.17
XEROX CORPORATION	P058645	095056110	263137	XEROX LEASES FOR 2018: WORK CE	$251.77
	P058645	095056111		XEROX LEASES FOR 2018: WORK CE	$304.39
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$103.06
				TELEPHONE CHARGES 11/1-11/30	$53.97
				TELEPHONE CHARGES 11/1-11/30	$125.29
				TELEPHONE CHARGES 11/1-11/30	$54.86
				TELEPHONE CHARGES 11/1-11/30	$119.80
				BUSINESS SERVICES TOTAL****	**$7,753.88**
Division: 502 ELECTRICAL ENGINEERING					
AVANTECH INC	P059745	18-3145	262745	GREG O'NEIL, ELECTRICAL DESIGN	$1,843.20
FUTURA SYSTEMS, INC	P058865	21219	262794	AMENDMENT #3 - ADDITIONAL SERV	$2,630.00
	P058865	21426		AMENDMENT #3 - ADDITIONAL SERV	$2,630.00
TRI CITY HERALD	S018133	0003868941	262862	PREQUALIFICATION OF ELECTRICAL	$202.52
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$391.37
				ELECTRICAL ENGINEERING TOTAL****	**$7,697.09**
Division: 503 POWER OPERATIONS					
ANIXTER INC	S018106	4053634-00	263293	CHANCE SILICONE WIPES #C400256	$216.11
BEAVER BARK & ROCK		908424	262747	RED LAVA MED #10	$57.54
BENTON PUD		11/18-39091002	262751	(9) WYE LIGHTS-BADGER REPEATER	$16.20
BOYD'S TREE SERVICE LLC	P058846	6673	262754	TREE PRUNING AND VEGETATION MG	$6,863.18
	P058846	6682	263309	TREE PRUNING AND VEGETATION MG	$3,156.66
CONNELL OIL INC	S018127	0234026-IN	262944	KEROSENE - 55 GALLON DRUM	$324.39
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-599235	262775	REFACT, LT SHIELDS	$168.06
		3627-600319		PHOTOCELL	$102.69
EWING IRRIGATION PRODUCTS INC	S018134	6586776	263330	WELD-ON 600 CLEAR QUART #10076	$302.99
FASTENAL COMPANY		WARIC78907	262792	BTRY, WIRE	$75.17
		WARIC79604		SAFETY GLASS-MCBEE	$46.36
		WARIC79681		SAFETY GLASS-BABLER	$47.75
GRAINGER	S018128	9003475689	262798	DIGITAL CLAMP METER ITEM #20E8	$119.53
KELLEY'S TELE-COMMUNICATIONS INC		022411012018	262807	AFTER HOURS EMERGENCY CALL SVC	$689.90
OXARC INC		30408885	262821	FIRE EXT DEMO-TRNG	$1,140.30
PARADISE BOTTLED WATER CO		1018-POWEROPS	262824	BOTTLED WATER-OCTOBER	$58.74
PLATT ELECTRIC SUPPLY		T648883	262827	LED SPECIFIER GRD	$52.93

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLATT ELECTRIC SUPPLY		T649673	262827	TEST LEAD SET	$30.40
RICHLAND ACE HARDWARE		216528/2	262834	PAINT, GRASS SEED	$25.61
		216599/2		OUTLET STRP, VELCRO	$14.31
		216616/2		BOLT CUTTER	$40.17
		64454/1		OUTLET STRP, VELCRO	$52.07
		64627/1		CAULK-SNYDER SUB	$52.50
		64692/1		LOPPER	$40.17
STONEWAY ELECTRIC SUPPLY		S102560888.001	262856	PHOTOCELLS	$2,109.09
SUNBELT RENTALS INC		83452789-0001	263107	TANDEM AXLE TRLR	$350.08
TYNDALE ENTERPRISES INC	P058683	1599753	262867	FIRE RETARDANT CLOTHING-2018	$1,884.85
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$303.32
				POWER OPERATIONS TOTAL****	**$18,341.07**
Division: 504 SYSTEMS DIVISION					
BLUEROOM	P058679	2851568	262753	2018 POL SERVICE-1032 UNIVERSI	$81.00
ELECTRIC POWER SYSTEMS INC	P057572	016264	262787	LESLIE RD SUBSTATION DESIGN AN	$309.00
FASTENAL COMPANY		WARIC79648	262792	SOCKET ADPTRS	$108.63
OXARC INC		30498230	262821	CYL NITROGEN	$15.95
		30498432		CYL NITROGEN	$41.65
	P058677	60265242		RENTAL MULTIPLE GAS CYLINDERS	$66.39
PLATT ELECTRIC SUPPLY		T652486	263073	FLASHLIGHT	$10.86
RICHLAND ACE HARDWARE		64553/1	262834	PAINT SUPPLIES	$28.59
RICHLAND NAPA		421996	262837	THERMOMETERS	$13.87
		422751		SILICONE	$36.16
SD MYERS LLC		785742	262850	SAMPLE TESTING	$44.00
STONEWAY ELECTRIC SUPPLY		S102573022.001	263106	POWER BIT, CORD CNCTR	$34.39
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$245.77
				SYSTEMS DIVISION TOTAL****	**$1,036.26**
Division: 505 ENERGY POLICY MGMT					
A ONE REFRIGERATION & HEATING INC		S-29872	263289	72 HODGES-REBATE-HP	$1,000.00
		S-30014		47 LOG LANE-REBATE-HP	$1,000.00
AABERG, ROSANNE		694040/18	263290	129 SPENGLER/REBATE/SOLAR-I	$840.00
ALMEIDA, RAUL		00102060/18	262890	406 ROSSELL/REBATE/SOLAR-IC	$459.30
ANDERSON, JAMES		331860/18	263292	1609 JUDSON/REBATE/SOLAR-IC	$180.32
ANDREWS, CHRIS		00810920/18	262895	251 HIGH MEADOWS/REBATE/SOL	$797.10
APOLLO SHEET METAL INC		18080225	262742	1201 POTTER-REBATE-HP	$800.00
ARNOLD, DAVID		360260/18	263295	70 HODGES/REBATE/SOLAR-ICR	$695.52
AUST, RANDY		913364/18	263299	1667 JERICHO/REBATE/SOLAR-I	$428.00
BALLARD, BRADY		6062704/18	263303	673 NUVOLA VISTA/REBATE/SOL	$414.12
BARNES, BRETT		00220660/18	262898	1519 ALDER/REBATE/SOLAR-ICR	$2,606.04
BATDORF, JIM		9813008/18	263304	592 PUNKIE/REBATE/SOLAR-ICR	$1,019.55

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BEARY , MICKEY		00211720/18	262899	1615 BIRCH/REBATE/SOLAR-ICR	$2,243.88
BEAULIEU, THOMAS		00841420/18	262900	1119 SADDLE/REBATE/SOLAR-IC	$3,792.96
BENTON PUD		11/18-30228005	263305	ELEC SVC 10/22/18-11/22/18	$713.66
BERTHELOT, PAUL		1301493/18	263306	1764 BOLLEANA/REBATE/SOLAR-	$379.84
BIANCOSINO, DAVID		00432080/18	262902	511 SHAW/REBATE/SOLAR-ICR	$555.45
BICKFORD, RYAN		06062490/18	262903	1589 MANCHESTER/REBATE/SOLA	$5,000.00
BOND, RICK		00690360/18	262908	35 VISTA/REBATE/SOLAR-ICR	$4,514.94
BOSTON, JEFFREY		00353500/18	262910	81 HODGES/REBATE/SOLAR-ICR	$2,482.38
BRAULT, KATHRYN & MARK		01251170/18	262913	333FALCONRIDGE/REBATE/SOLAR	$5,000.00
BROWN, DAVID M		00280120/18	262919	1313 MARSHALL/REBATE/SOLAR-	$3,235.32
BUCHKO, GARRY		00702080/18	262920	2221 BENTON/REBATE/SOLAR-IC	$4,179.60
BUNCH, MARK		00791420/18	262922	221 BROADMOOR/REBATE/SOLAR-	$4,969.08
CALLIES, RICK		00691120/18	262924	2537 HARRIS/REBATE/SOLAR-IC	$5,000.00
CASCADE TITLE COMPANY OF BENTON		7799	263312	TITLE REPORT-1408 MCPHERSON	$81.45
		7963		TITLE REPORT-1045 SIRRON	$103.17
CHAND, DULI		09812273/18	262933	550 JORDAN/REBATE/SOLAR-ICR	$5,000.00
CHAPA, JENNIFER		09813563/18	262934	4826 BARBERA/REBATE/SOLAR-I	$811.35
CHINOOK HEATING & AIR INC		43361	262761	1419 VAN GIESEN-REBATE-HP	$800.00
CITY OF RICHLAND		171140	262938	713 COTTONWOOD LP-REBATE-HP	$1,000.00
		301220	262766	1408/1410 MCPHERSON-REBATE-HP	$2,000.00
		752320		1559 TIETON-REBATE-INS/WIN/HP	$1,000.00
CLARK, DAVID		6061186/18	263316	2642 EAGLE WATCH/REBATE/SOL	$387.04
CONCA, JAMES		00840580/18	262943	2801 APPALOOSA/REBATE/SOLAR	$2,141.10
COUCHMAN, LESTER		01250455/18	262947	435 AIMEE/REBATE/SOLAR-ICR	$4,771.98
CUMMINGS, NATHAN		06062436/18	262952	1052 LETHBRIDGE/REBATE/SOLA	$5,000.00
CUMMINGS, VAN & ANITA		06063547/18	262953	2412 TIGER/REBATE/SOLAR-ICR	$5,000.00
DALY, JOHN		00740640/18	262955	1488 AMON/REBATE/SOLAR-ICR	$1,744.74
DAVIS, RICHARD		852390/18	263324	4367 JASPER/REBATE/SOLAR-IC	$195.20
DAVIS, ROBERT		00796415/18	262959	253 SCOULER/REBATE/SOLAR-IC	$5,000.00
DAYCO HEATING & AIR	P059507	71056	262781	WEATHERWISE LOAN: WALLACE, 155	$9,463.40
		72872	263325	1202 MONTANA-REBATE-HP	$1,000.00
DEAN-HILL, JACOB		06060739/18	262961	3716 CHADWICK/REBATE/SOLAR-	$5,000.00
DELTA HEATING & COOLING INC	P059647	25770	262963	WEATHERWISE LOAN: SHERMAN, 713	$9,475.35
		25788	262782	1327 POTTER-REBATE-HP	$800.00
		25789		77 RIDGECLIFF #A-REBATE-HP	$3,800.00
DELUNA, JOASHUA		740240/18	263326	1415 CIMARRON/REBATE/SOLAR-	$444.80
DERNBACH, ARTHUR		00794720/18	262966	210 PACIFIC/REBATE/SOLAR-IC	$1,063.05
EDWARDSEN, KELSEY		00340980/18	262971	407 TORBET/REBATE/SOLAR-ICR	$565.80
EFFICIENCY SOLUTIONS LLC	P058402	10-18 58402	262786	LOAD FORECAST AND INTEGRATED	$2,461.00
	P058718	10-18 58718		COMMERCIAL ENERGY EFFICIENCY	$4,547.50
EHLERT, JUNE		411200/18	263327	2025 CASCADE/REBATE/SOLAR-I	$90.56

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EKSTROM, ALEX		700460/18	263328	2320 BENTON/REBATE/SOLAR-IC	$355.36
ENERGY INCENTIVES INC	P058717	CORSEPT2018	262788	RESIDENTIAL ENERGY EFFICIENCY	$2,340.00
ENNIS FINE FURNITURE DBA E6LP		731670	262789	1895 FOWLER-REBATE-CUSTOM PROJ	$25,000.00
FARWICK, CAROL		00880800/18	262980	207 ONTARIO/REBATE/SOLAR-IC	$3,173.04
FELLER, DAVID		00751500/18	262981	1403 RIMROCK/REBATE/SOLAR-I	$1,910.52
FRAZIER, JANE		00172060/18	262982	2405 RICHMOND/REBATE/SOLAR-	$1,500.66
GANAPATHY, RAJAOPAL		02012348/18	262984	2919 SAWGRASS/REBATE/SOLAR-	$5,000.00
GARCIA, CRYSTAL		09813563/18	262985	4826 BARBERA/REBATE/SOLAR-I	$540.90
GARVIN, TIMOTHY		202080/18	263338	1114 CEDAR/REBATE/SOLAR-ICR	$291.90
GARVRIC, GORICA		9814699/18	263339	3126 RIVER PARK/REBATE/SOLA	$651.42
GERKEN, ANNE		00172030/18	262987	1020 COTTONWOOD/REBATE/SOLA	$4,224.42
GIBSON, ALEX		09813384/18	262988	4830 HIGHVIEW/REBATE/SOLAR-	$5,000.00
GREEN, BILL		713080/18	263342	424 SHORELINE/REBATE/SOLAR-	$174.56
GREENWELL, ERIC		00081800/18	262990	222 THAYER/REBATE/SOLAR-ICR	$1,048.50
GRIFFIN, EILEEN		02002920/18	262991	2837 TROON/REBATE/SOLAR-ICR	$5,000.00
GRISWOLD, DARWIN		00211100/18	262993	1403 COTTONWOOD/REBATE/SOLA	$1,274.40
GUERMONPREZ, DAVID		02013460/18	262994	2967 REDROCK RIDGE/REBATE/S	$4,706.64
GUZEK, ROBERTA		00844580/18	262995	1142 FOXTROT/REBATE/SOLAR-I	$2,957.58
HAFNER, RICHARD		00751060/18	262997	1412 COWICHE/REBATE/SOLAR-I	$5,000.00
HAGGARD, DANIEL		1250570/18	263343	2124 ANNA/REBATE/SOLAR-ICR	$570.56
HAMMERSMITH, KAREN		00702340/18	262998	2229 HARRIS/REBATE/SOLAR-IC	$2,199.96
HARMON, PHILLIP		06061017/18	262999	2611 COULTER/REBATE/SOLAR-I	$3,674.70
HERNANDEZ, ANA MACIEL		06060147/18	263004	1017 ALLENWHITE/REBATE/SOLA	$3,043.44
HOFFMAN, GILBERT		781440/18	263346	303 LAKEVIEW/REBATE/SOLAR-I	$1,030.89
HOPKO, ALAN		02010680/18	263005	3014 SONORAN/REBATE/SOLAR-I	$3,184.92
IWI INC		109008	262804	1885 STEVENS-REBATE-INSULATION	$403.00
		110552		1860 MCMURRAY-REBATE-INSULATIO	$558.34
JACOBS & RHODES INC		39275	263013	214 OTTAWA-REBATE-HP	$1,000.00
		39770		1207 GOWEN-REBATE-HP	$1,000.00
JONES, ALTA		1420580/18	263354	1591 MEADOW HILLS/REBATE/SO	$538.44
KENDALL, RANDALL		01610240/18	263023	770 CANYON/REBATE/SOLAR-ICR	$5,000.00
LANGDON, JIM		00360740/18	263026	79 NEWCOMER/REBATE/SOLAR-IC	$4,863.78
LARIMER, CURTIS		43360/18	263357	911 DOWNING/REBATE/SOLAR-IC	$833.28
LAVERING, MICHAEL		06063410/18	263027	456 SUNDANCE/REBATE/SOLAR-I	$948.90
LEEDY, JAMES		00967908/18	263028	2318 CAMAS/REBATE/SOLAR-ICR	$4,923.72
LEWIS, BERNARD		00700680/18	263029	2323 BENTON/REBATE/SOLAR-IC	$522.60
LURENZ, ANTHONY		642340/18	263360	1939 MCMURRAY/REBATE/SOLAR-	$775.04
M CAMPBELL & COMPANY INC		214495	262811	2065 HUDSON-REBATE-HP	$1,000.00
		218262		2021 MAHAN J9-REBATE-HP	$1,000.00
		221965		1573 FOXGLOVE-REBATE-HP	$1,000.00
		222512	263361	638 MEADOWS DR E-REBATE-HP	$1,000.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MAIER, KURT		00630540/18	263035	2146 HUDSON/REBATE/SOLAR-IC	$604.26
				2146 HUDSON/REBATE/SOLAR-IC	$2,926.80
MALLIKARJUNA, VALLEM		09813092/18	263036	1364 KENSINGTON/REBATE/SOLA	$5,000.00
MATHEY, JARED		00721180/18	263038	2245 DAVISON/REBATE/SOLAR-I	$1,273.05
MCALLISTER, MARK		871380/18	263362	496 HERITAGE HILLS/REBATE/S	$620.55
MEIER, KIRSTEN		00713900/18	263042	306 GULF/REBATE/SOLAR-ICR	$1,623.24
MITCHELL, RONALD		00691380/18	263047	2535 ALEXANDER/REBATE/SOLAR	$4,702.86
MONROE, MATTHEW		02013070/18	263048	2912 REDROCK RIDGE/REBATE/S	$5,000.00
MOON, STAN		632280/18	263368	514 FRANKLIN/REBATE/SOLAR-I	$735.20
MOORE, MARY		00831660/18	263049	213 KRANICHWOOD/REBATE/SOLA	$698.04
MORRISSEY, SARAH		9813455/18	263369	4479 HIGHVIEW/REBATE/SOLAR-	$569.92
MORTIMER, CHARLES & CHERYL		00891700/18	263050	1662 VENUS/REBATE/SOLAR-ICR	$4,221.72
MOTKURI, RADHA K		00852940/18	263051	1049 TOMICH/REBATE/SOLAR-IC	$5,000.00
NIELSEN, RANDY		712940/18	263370	415 SHORELINE/REBATE/SOLAR-	$225.12
NORDWALL, DOUGLAS		00890860/18	263054	105 BREMMER/REBATE/SOLAR-IC	$1,984.50
O'SHAUGHNESSY, CECILIA		00831760/18	263057	226 KRANICHWOOD/REBATE/SOLA	$422.25
OSMAN, MOHAMED		1250450/18	263371	441 AIMEE/REBATE/SOLAR-ICR	$538.40
OVINK, ROGEN		690420/18	263372	38 VISTA/REBATE/SOLAR-ICR	$177.12
PAULSON, PATRICK		00721200/18	263062	2253 DAVISON/REBATE/SOLAR-I	$3,528.90
PENG, YONGREN (BEN)		00713640/18	263064	320 SEASIDE/REBATE/SOLAR-IC	$4,905.90
PERDUE, ANDREW/MELISSA		01300202/18	263066	375 PALM/REBATE/SOLAR-ICR	$4,955.58
PERFECTION GLASS		9993665454	262825	1856 MCPHERSON-REBATE-WINDOWS	$459.00
		9993668210	263374	1912 LUTHER-REBATE-WINDOWS	$240.00
		9993668213		1914 LUTHER-REBATE-WINDOWS	$240.00
		9993669919	263067	1411 JADWIN-REBATE-WINDOWS	$119.25
		9993670596		303 GAGE #104-REBATE-WINDOWS	$284.19
PETERSEN, JEFFREY		00873020/18	263069	1073 ALLENWHITE/REBATE/SOLA	$5,000.00
PETERSON, SPENCER		01720178/18	263070	2712 JASON/REBATE/SOLAR-ICR	$3,697.92
PIELSTICK, ERIC/ROSE		09813261/18	263072	1674 PISA/REBATE/SOLAR-ICR	$5,000.00
PONG, LICHUNG		02013765/18	263075	3045 RIVERBEND/REBATE/SOLAR	$3,611.52
POORMAN, JERRY JR		00411730/18	263076	505 CASCADE/REBATE/SOLAR-IC	$1,258.74
				505 CASCADE/REBATE/SOLAR-IC	$1,380.24
PURINTON, TONY		00161480/18	263078	1019 BIRCH/REBATE/SOLAR-ICR	$431.10
REYES, NATHAN		6062156/18	263377	1209 KENSINGTON/REBATE/SOLA	$355.84
ROMEL, CHANDRA		350180/18	263380	1634 DAVISON/REBATE/SOLAR-I	$626.08
SAILER, ALICE		06063174/18	263084	258 SCOULER/REBATE/SOLAR-IC	$2,378.16
SCHENNUM, RHONDA		00040200/18	263086	503 BENHAM/REBATE/SOLAR-ICR	$3,809.16
SCHERPELZ, ROBERT		09812395/18	263087	2550 DALY/REBATE/SOLAR-ICR	$5,000.00
SEIM, THOMAS		00773480/18	263090	609 LINDA/REBATE/SOLAR-ICR	$5,000.00
SEVIER, LEANNE		06063226/18	263093	1769 SILVER/REBATE/SOLAR-IC	$4,397.76
SEXTON, SEAN		00142620/18	263094	801 STANTON/REBATE/SOLAR-IC	$1,795.50

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SHEA, SHERYL & DAVID		00850080/18	263095	4270 TAMI/REBATE/SOLAR-ICR	$5,000.00
SHEIDE, DYANE J		00772640/18	263096	605 PATRICIA/REBATE/SOLAR-I	$1,428.84
SHRIVASTAVA, MANISHKUMAR		09813054/18	263097	1399 KENSINGTON/REBATE/SOLA	$4,968.00
SHURTS LIVING TRUST		00611040/18	263098	1831 NORWOOD/REBATE/SOLAR-I	$3,673.44
SICILIANO, EDWARD		911350/18	263382	191 OREGON/REBATE/SOLAR-ICR	$290.40
SIGG, DANIEL		9813088/18	263383	2275 CAMILLIA/REBATE/SOLAR-	$861.12
SMITH, ANSON		09812585/18	263099	4504 HIGHVIEW/REBATE/SOLAR-	$2,853.36
SMITH, JASON		06062691/18	263100	3653 NOTTINGHAM/REBATE/SOLA	$5,000.00
STAVEN, HARRY		240160/18	263386	1419 WRIGHT/REBATE/SOLAR-IC	$539.70
STEVENS, MICHAEL		852610/18	263387	1193 TOMICH/REBATE/SOLAR-IC	$72.66
STEWART, RACHEL		183060/18	263388	1034 WRIGHT/REBATE/SOLAR-IC	$490.88
SWALLOW, TROY		00171500/18	263108	1003 ELM/REBATE/SOLAR-ICR	$1,883.52
TEMPLETON, DAVID		611100/18	263391	1840 NORWOOD/REBATE/SOLAR-I	$277.20
THOMPSON, TERESA		06062692/18	263114	3659 NOTTINGHAM/REBATE/SOLA	$5,000.00
TOTAL ENERGY MANAGEMENT INC		59126WWR	263393	809 ABBOT-REBATE-HP	$1,000.00
TRANS UNION LLC		10802076	263115	CREDIT REPORTS-OCTOBER	$48.87
TYLER, GERALDINE & DANIEL		00361080/18	263117	1939 HETRICK/REBATE/SOLAR-I	$4,269.24
UTZ, JAMES		1422180/18	263394	1460 TUSCANY/REBATE/SOLAR-I	$1,154.56
VAN SWAM, LEO		00641960/18	263119	1974 FOREST/REBATE/SOLAR-IC	$5,000.00
VARGO, GEORGE JR		00703640/18	263120	219 INDIAN/REBATE/SOLAR-ICR	$3,436.02
VESPER, BRUCE		00754020/18	263122	1557 DESERT SPRINGS/REBATE/	$5,000.00
VOLKMAN, DONALD		00840020/18	263124	2612 SADDLE/REBATE/SOLAR-IC	$3,176.28
WAITE, COREY		00421280/18	263125	573 SAINT/REBATE/SOLAR-ICR	$347.40
WALLACE, EUGENE		213420/18	263397	1509 BUTTERNUT/REBATE/SOLAR	$680.61
WATKINS, CLIFFORD		09812954/18	263126	1630 ELIZABETH/REBATE/SOLAR	$5,000.00
WEST, WENDY		00602270/18	263128	2713 GLEN/REBATE/SOLAR-ICR	$5,000.00
WIELANG, CHARLES R		00900240/18	263132	1310 RATHWOOD/REBATE/SOLAR-	$1,904.04
WILHELMI, LYLE		00312500/18	263134	1412 FARRELL/REBATE/SOLAR-I	$1,650.24
WILSON, J CHRISTOPHER		9811850/18	263403	807 STRANGE/REBATE/SOLAR-IC	$136.00
WING, VANCE		1252565/18	263404	1930 SKY MEADOW/REBATE/SOLA	$621.60
WINING, ERIN		01503200/18	263135	395 SELL/REBATE/SOLAR-ICR	$2,656.65
WOOD, GEORGE		01403280/18	263136	1377 CHARDONNAY/REBATE/SOLA	$2,110.32
ZINCHUCK, VITALIY		1701708/18	263405	3511 NOTTINGHAM/REBATE/SOLA	$304.16
ZIRKLE, LEWIS C JR MD		00690640/18	263140	2548 HARRIS/REBATE/SOLAR-IC	$5,000.00
				ENERGY POLICY MGMT TOTAL****	**$410,909.00**
Division: 506 TECHNICAL SERVICES					
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-600927	262775	50' EXT CORD	$50.71
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$281.70
				TECHNICAL SERVICES TOTAL****	**$332.41**
				ELECTRIC UTILITY FUND Total ***	**$840,755.26**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 402		**WATER UTILITY FUND**			
Division: 000					
3 RIVERS POTATO SERVICES INC		18-01852	263142	MONTHLY RENTAL	($30.00)
				WATER USAGE	($6.65)
				HYDRANT METER REFUND #336	$750.00
BADGER DEVELOPMENT LLC		18-00601	263151	WATER USAGE	($39.90)
				MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #330	$750.00
BIG D'S CONSTRUCTION OF TRI CITIES LLC		17-00636	263158	MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #363	$750.00
				WATER USAGE	($22.80)
CH2M HILL-PRC		17-02036	263167	MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #371	$750.00
				WATER USAGE	($22.80)
		18-01023		MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #347	$750.00
		18-01024		MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #329	$750.00
				WATER USAGE	($19.00)
CHERVENELL CONSTRUCTION COMPANY		17-02345	263169	HYDRANT METER REFUND #344	$750.00
				MONTHLY RENTAL	($30.00)
				WATER USAGE	($52.25)
CLIFF THORN CONSTRUCTION		18-01718	263175	HYDRANT METER REFUND #349	$750.00
				MONTHLY RENTAL	($30.00)
CORE & MAIN LP	P059596	J575327	262945	FREIGHT	$1,031.70
	P059596			METER BOX COVER, LW COMP 37	$7,245.79
	P059596			METER BOX TOP SECTION, 12" 37	$3,654.52
	P059596			METER BOX MID SECTION, 12" 37	$2,509.96
ELITE CONSTRUCTION		18-01533	263195	MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #358	$750.00
FORTUNATO INC		16-02653	263200	HYDRANT METER REFUND #341	$750.00
				WATER USAGE	($14.25)
				MONTHLY RENTAL	($30.00)
HUESITOS LANDSCAPING		18-02017	263210	MONTHLY RENTAL	($30.00)
				WATER USAGE	($3.80)
				HYDRANT METER REFUND #336	$750.00
INTERMECH		18-01670	263217	MONTHLY RENTAL	($30.00)
				WATER USAGE	($8.55)
				HYDRANT METER REFUND #340	$750.00
MOON RIVER RV RESORT		17-00932	263232	HYDRANT METER REFUND #353	$750.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON RIVER RV RESORT		17-00932	263232	MONTHLY RENTAL	($30.00)
RICHLAND SCHOOL DISTRICT		18-00777	263249	MONTHLY RENTAL	($30.00)
				HYDRANT METER REFUND #351	$750.00
				WATER USAGE	($33.25)
SELLAND CONSTRUCTION INC		18-01952	263255	HYDRANT METER REFUND #316	$750.00
				MONTHLY RENTAL	($30.00)
				WATER USAGE	($251.75)
WATTS CONSTRUCTION INC		18-01733	263277	MONTHLY RENTAL	($30.00)
				WATER USAGE	($9.50)
				HYDRANT METER REFUND #377	$750.00
				UNASSIGNED TOTAL****	**$25,477.47**
Division: 410 WATER CAPITAL PROJECTS					
IRZ CONSULTING LLC	P052094	20752	263010	AMENDMENT #5 - ADDITIONAL SERV	$80.00
				WATER CAPITAL PROJECTS TOTAL****	**$80.00**
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1709	263148	ARBAUGH CONTRACT FEES-OCT 18	$540.00
				WATER ADMINISTRATION TOTAL****	**$540.00**
Division: 412 WATER OPERATIONS					
BENTON FRANKLIN HEALTH DISTRICT		10114	262901	WATER SAMPLES	$3,005.00
BENTON RURAL ELECTRIC ASSOCIATION		10/18-385100	262752	KENNEDY BOOSTER STATION	$2,156.02
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$6.16
DEPARTMENT OF LABOR & INDUSTRIES		231552	262784	RENEWAL FOR OPERATING CERT	$69.10
ENERGY NORTHWEST		ENV03636	262974	WATER SAMPLES	$1,932.00
GRAINGER	S018128	9952507011	262798	PLEATED FILTER ITEM #4E505	$270.87
HD FOWLER COMPANY INC		I5004912	263000	FLANGE COUPLING ADAPTER	$212.51
OXARC INC		60265239	262821	CYLINDER RENTAL-OCTOBER 18	$77.04
SCHINDLER ELEVATOR CORPORATION		8104910581	262849	OCTOBER CHAIR LIFT INSPECTION	$96.93
TRI CITY HERALD	S018133	0003893424	262862	CALL FOR BID - SODIUM CHLORIDE	$63.76
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$190.40
VIVID LEARNING SYSTEMS		INV17199	263274	ONLINE TRAINING RENEWAL	$537.58
XEROX CORPORATION		095056129	263137	LX5-693082 BASE/PRINTS-OCT	$136.46
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$62.69
				WATER OPERATIONS TOTAL****	**$8,816.52**
Division: 413 WATER MAINTENANCE					
AIREFCO INC		4079160	262884	COMPRESSOR - UV AC SYS	$989.68
		4079161		COMPRESSOR-UV AC SYS	$420.28
AT&T WIRELESS		10/18 28724328888	262743	287243288881 09/27/18-10/26/18	$59.51
BUILDERS FIRSTSOURCE, INC		1267454	262755	2 X 4 10' BOARDS	$204.75
CANON FINANCIAL SERVICES, INC		19440975	263163	CANON-PAPERDECK-XLG04987-OCT	$106.39
CENTRAL HOSE & FITTINGS INC		C021738	262931	HOSE ASSY/HOSE	$5.13

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CENTRAL HOSE & FITTINGS INC		C021756	262931	HOSE ASSY/HOSE	$35.36
		C021756-01A		HOSE ASSEMBLY	$6.58
CITY OF RICHLAND		10/2018-26	262936	#26 LANDFILL FEES	$105.52
H & N ELECTRIC		42006	262996	SIGHT GLASS, PART #25060294	$152.04
HD FOWLER COMPANY INC		I5004913	263000	BALL VALVE STOP	$509.51
		I5005918		CLAYBELL PARK VALVE REPLACEMEN	$90.68
RICHLAND ACE HARDWARE		216641/2	263247	STAINLESS STEEL HOSE	$7.59
		216642/2		STANLESS STEEL HOSE	($7.59)
SENSKE LAWN & TREE CARE INC		8583581	263091	WTP PEST CONTROL-3RD QTR	$543.00
		8583582		UV PEST CONTROL-3RD QTR	$97.69
		8583583		WTP PEST CONTROL-3RD QTR	$97.69
		8583584		INTAKE PEST CONTROL-3RD QTR	$97.69
		8761752		INTAKE PEST CONTROL-4TH QTR	$543.00
		8761842	262851	WTP PEST CONTROL-4TH QTR	$97.69
		8761887	263091	INTAKE PEST CONTROL-4TH QTR	$97.69
		8761934		WTP PEST CONTROL-4TH QTR	$97.69
STEEBER'S LOCK SERVICE		899969	263261	DUPLICATE KEYS	$11.95
UNITED PARCEL SERVICE	S018132	0009866414778	262868	GROUND PKG TO BADGER METER FOR	$12.14
	S018138	000986641488	263271	GROUND PKG TO BADGER METER FOR	$11.88
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$426.25
WESTERN STATES EQUIPMENT COMPANY		IN000808875	263130	DOZER RENTAL	$2,685.68
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$19.72
				WATER MAINTENANCE TOTAL****	**$7,525.19**
				WATER UTILITY FUND Total ***	**$42,439.18**
FUND 403	**WASTEWATER UTILITY FUND**				
Division: 000					
ROTSCHY INC	P058467	261-17/PMT 10	262846	RETAINAGE	($1,905.25)
				UNASSIGNED TOTAL****	**($1,905.25)**
Division: 421	SEWER CAPITAL PROJECTS				
CONLEY ENGINEERING INC	P059336	167-18.1018	263180	WATERFRONT LIFT STATION ELECTR	$845.00
DAILY JOURNAL OF COMMERCE	S018130	3342103	262954	CALL FOR BID WATERFRONT SANITA	$316.00
H & N ELECTRIC	P059709	42136	263206	FERRAZ 225A 600V RK5 TD FUSE,	$594.45
ROTSCHY INC	P058467	261-17/PMT 10	262846	WWTF INFLUENT PUMP STATION	$41,382.03
				SEWER CAPITAL PROJECTS TOTAL****	**$43,137.48**
Division: 422	SEWER OPERATIONS				
ALS ENVIRONMENTAL	P059580	51-447373-0	263145	WASTEWATER - 420.1 PHENOLICS	$45.00
	P059580			WASTEWATER - 200.8 TRACE ELEME	$130.00
	P059580			UNITECH 9-25-18 SAMPLING EVENT	$60.00
	P059580			WASTEWATER - 608 ORGANOCHLOR.	$160.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS ENVIRONMENTAL	P059580	51-447373-0	263145	WASTEWATER - OIL & GREASE TOTA	$200.00
	P059580			WASTEWATER - TSS EPA 160.2	$18.00
	P059580			WASTEWATER - 625 SEMIVOL. ORGA	$215.00
	P059580			WASTEWATER - 335.4 TOTAL CYANI	$40.00
	P059580			WASTEWATER - 1631E TOTAL MERCU	$60.00
	P059580			WASTEWATER - 624 VOLATILE ORGA	$640.00
	P059580			WASTEWATER - AMMONIA-N EPA	$25.00
	P059580			WASTEWATER - BOD (5 DAY) EPA 4	$48.00
	P059544	51-447470-0		WASTEWATER - AMMONIA-N EPA	$25.00
	P059544			WASTEWATER - 1631E TOTAL MERCU	$60.00
	P059544			WASTEWATER - 608 ORGANOCHLOR.	$160.00
	P059544			WASTEWATER - OIL & GREASE TOTA	$200.00
	P059544			WASTEWATER - 624 VOLATILE ORGA	$640.00
	P059544			INGREDION 9-11-18 SAMPLING EVE	$60.00
	P059544			WASTEWATER - 625 SEMIVOL. ORGA	$215.00
	P059544			WASTEWATER - TSS EPA 160.2	$18.00
	P059544			WASTEWATER - BOD (5 DAY) EPA 4	$48.00
	P059544			WASTEWATER - 420.1 PHENOLICS	$45.00
	P059544			WASTEWATER - 200.8 TRACE ELEME	$130.00
	P059544			WASTEWATER - 335.4 TOTAL CYANI	$40.00
BENTON COUNTY SHERIFF'S OFFICE		0918 WORKCREW	262749	WORKCREW II SEPTEMBER	$4,044.48
CITY OF RICHLAND		10/2018-25	262765	#25 BIOSOLIDS LANDFILL FEES	$3,446.99
		10/2018-38		#38 GRIT DISP/HAULING	$1,740.21
COLE INDUSTRIAL INC		YA27474	263317	WWTP BOILER ANNUAL MAINT/TUNE	$3,212.51
COLUMBIA ELECTRIC SUPPLY	P059746	5858-420824	262940	ETHERNET BRIDGE MODULE FOR WWT	$2,552.58
GRAINGER	S018128	9005671855	262798	DRAIN OPENER ITEM #3NWA5	$30.82
SOLENIS LLC	P059742	131376977	263257	POLYMER, PRAESTOL K295FL, IN 2	$6,366.57
	P059742			POLYMER, PRAESTOL K260FL, IN 1	$3,183.28
TRI CITY HERALD	S018133	0003893424.	262862	CALL FOR BID - SODIUM CHLORIDE	$42.50
UNITED PARCEL SERVICE	S018132	0009866414778	262868	COLLECT PKG FROM CLEAR EDGE FO	$138.06
	S018138	000986641488	263271	3 COLLECT PKGS FROM CLEAR EDGE	$146.40
	S018138			COLLECT PKG FROM USE BLUEBOOK	$4.22
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$194.08
WA STATE DEPARTMENT OF ECOLOGY		5102-STC5-2018	263396	HATKE WW OP CERT 2019 RENEWL	$30.00
		6329-STC5-2018		CLAFLIN WW OP CERT 2019 RENEWL	$30.00
		6724-STC5-2018		BREWER WW OP CERT 2019 RENEWL	$30.00
		8162-STC5-2018		BILLINGS OPS CERT RENEWAL 2019	$30.00
		8520-STC5-2018		BRUTON OPS CERT RENEWAL 2018	$30.00
		8662-STC5-2018		MORENO OPS CERT RENEWAL 2019	$30.00
		P6969-STC5-2018		STEWART WW OP CERT 2019 RENEWL	$30.00
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$101.41

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				SEWER OPERATIONS TOTAL****	**$28,696.11**
Division: 423 SEWER MAINTENANCE					
AT&T WIRELESS		10/18 28724328888	262743	287243288881 09/27/18-10/26/18	$44.18
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$275.85
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$1.39
				SEWER MAINTENANCE TOTAL****	**$321.42**
				WASTEWATER UTILITY FUND Total ***	**$70,249.76**
FUND 404 SOLID WASTE UTILITY FUND					
Division: 000					
WASTEWORKS REFUND		10703WW	263199	OVERPMT ON ACCT 10703	$951.27
		11428WW	263168	OVERPMT ON ACCT 11428	$131.85
		11466WW	263181	OVERPMT ON ACCT 11466	$787.06
		12084WW	263268	OVERPMT ON ACCT 12084	$626.55
		2212WW	263285	OVERPMT ON ACCT 2212	$348.00
		404343714	263238	REFUND DUMPING CHARGE	$10.00
		4892WW	263262	OVERPMT ON ACCT 4892	$505.44
				UNASSIGNED TOTAL****	**$3,360.17**
Division: 430 CAPITAL PROJECTS					
PHASE 2 ELECTRIC INC	P059335	P2-5621.2R	263071	COMPOST PAD ELECTRICAL	$1,040.00
	P059597	P2-5746.1F	263240	COMPOST PAD ELECTRICAL	$13,453.97
				CAPITAL PROJECTS TOTAL****	**$14,493.97**
Division: 431 SOLID WASTE ADMINISTRATION					
JOYCE ZIKER PARKINSON PLLC		51444	263222	LANDFILL CONTAMINATION-LEGAL	$115.00
				SOLID WASTE ADMINISTRATION TOTAL****	**$115.00**
Division: 432 SOLID WASTE COLLECTION					
RICHLAND ACE HARDWARE		65084/1	263247	EXTN CORDS 25' & 50'	$61.87
RULE STEEL TANKS INC	S018063	0034499-IN	263083	FREIGHT	$850.00
	S018063			FRONT LOADER CONTAINER 8 CU. Y	$8,744.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$185.71
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$21.31
				SOLID WASTE COLLECTION TOTAL****	**$9,862.89**
Division: 433 SOLID WASTE DISPOSAL					
ANDERSON, MICHAEL		110818	262893	REIMB MILEAGE HEARING TEST	$10.14
BLUEROOM		2851565	262907	POL SERVICE-LANDFILL-OCT 2018	$82.00
COYOTE RIDGE CORRECTIONS CENTER		CRCC1810.638	263184	WORK CREW OCTOBER 2018	$484.59
FAIRBANKS SCALES INC		1419312	262979	SCALE MAINTENANCE	$1,675.70
MARLOW, JOHN (JAY)		110718	263037	REIMBURSE WSU COMPOST FAC T	$58.27
MITCHELL, FRANK		113018	263365	REIMB 11-18 MILEAGE	$26.71

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ORRCO		414711	263059	USED OIL TESTING/PICK-UP/HAUL	$275.00
		414931		USED OIL TESTING/PICK-UP/HAUL	$150.00
STEEBER'S LOCK SERVICE		899971	263261	LANDFILL BREAKROOM KEYS	$29.87
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$79.21
XEROX CORPORATION		095056080	263137	LX5-694777 BASE/PRINTS- OCT	$261.97
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$43.84
				SOLID WASTE DISPOSAL TOTAL****	**$3,177.30**
				SOLID WASTE UTILITY FUND Total ***	**$31,009.33**

FUND 405 STORMWATER UTILITY FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WA STATE DEPARTMENT OF ECOLOGY		L1400029-PYMT 6	263275	LOAN #L1400029-DECANT FACILITY	$997.65
				LOAN #L1400029-DECANT FACILITY	$44,871.63
				UNASSIGNED TOTAL****	**$45,869.28**

Division: 441 STORMWATER

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	P059810	382617	263146	HAUL CHARGE, INVOICE #382617	$135.75
	P059810			5/8 TOP COURSE, INVOICE #38261	$255.43
	P059810	383760		HAUL CHARGE, INVOICE #383760	$135.75
	P059810			5/8 TOP COURSE, INVOICE #38376	$259.68
BENTON COUNTY SHERIFF'S OFFICE		0918 WORKCREW	262749	WORKCREW II SEPTEMBER	$5,617.50
CITY OF RICHLAND		10/2018-17	262765	#17 DROP BOX/STREET SWEEPINGS	$450.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$44.86
				STORMWATER TOTAL****	**$6,898.97**
				STORMWATER UTILITY FUND Total ***	**$52,768.25**

FUND 407 MEDICAL SERVICES FUND

Division: 121 AMBULANCE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARROW INTERNATIONAL		9500631771	263296	EZ-IO POWER DRIVER	$238.46
AUCHMOODY, TRISH		18-468 AUCHMOODY	263298	18-468 SYST DES W AB BILL &	$106.00
BIRKHIMER, RYAN		110518	263307	REIMB PARAMEDIC PRG & UNIFO	$395.81
CALLBACK STAFFING SOLUTIONS LLC		0010341	263310	STAFFING CALLBACK SRVCS-NOV	$98.24
CARDINAL HEALTH 411 INC		3588381	262758	EPINEPHRINE/GLUCAGEN/LIDOON	$232.53
		3604567		ADRENALIN/GLUCAGEN/LEVOPHED	$698.10
		3643527		NALOXONE/GLUCAGEN/DEXTROSE	$531.10
HEMPSTEAD, JAMES		18-467 HEMPSTEAD	263344	18-467 WA FIRE CHIEFS SEMIN	$595.20
KNIGHT, SHAUNA		18-470 KNIGHT	263355	18-470 SYST DES W AB BILL &	$76.00
LEONARD, TRAVIS		090418	263358	REIMB CBC TUITION	$499.00
LIFE ASSIST INC		884747	262810	ROCURONIUM	$68.50
		884781		RECEPINEPHRINE	$68.40
MEDLINE INDUSTRIES INC.		1858767280	263364	BP CUFF/CATH IV SET/ELECTRODE	$396.04

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MEDLINE INDUSTRIES INC.		1859052727	263364	YANKAUER W/TUBING	$65.83
		1859630854		RAINBOW CABLE FOR LIFEPAK	$107.47
		1860042784		SALINE/TOURNIQUET	$456.54
		1860470491		INTRDCR ENDOTRACH TUBE ADULT	$105.71
		1860600666		SALINE/BP CUFF ADULT	$300.49
		1860992590		SENSOR PADS ADULT	$371.41
		1860992591		GLOVES/EXTRICATION COLLAR	$523.83
		1861048078		LIFEPAK PAPER/BP CUFF	$310.42
		1861428491		SALINE	$164.05
		1861812429		BP CUFF	$17.85
		1861933407		GLOVES/LARYNGASCOPE/BP CUFF	$857.29
		1862039187		LIFEPAK PAPER	$31.52
OXARC INC		30480073	262821	MEDICAL OXYGEN	$57.64
		30489566		MEDICAL OXYGEN	$34.35
		30490821		MEDICAL OXYGEN	$76.54
		30495648		MEDICAL OXYGEN	$43.80
SABIN, ANDREW		18-466 SABIN	263381	18-466 SYST DES W AB BILL &	$151.00
SEW FABULOUS		1361	262852	NAME TAGS/PEMT REPLACED	$43.44
UPTOWN CLEANERS		55125	262869	LINEN/UNIFORM LAUNDRY SRVCS	$23.89
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$351.91
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$35.10
				AMBULANCE TOTAL****	**$8,133.46**
				MEDICAL SERVICES FUND Total ***	**$8,133.46**

FUND 408 BROADBAND FUND

Division: 460 BROADBAND ADMINISTRATION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUE MOUNTAIN TELECOMMUNICATION SERVICES	P059612	18005690	262906	FIBER BUILD - TRI-CITY	$6,239.43
	P059612			C/O 1 - REPAIR DAMAGE TO EXIST	$824.27
POCKETINET COMMUNICATIONS INC	P059138	267273	263074	Fiber Extension - Warlen Hu	$8,144.19
	P059138			CO #1 - TRACER WIRE AND FIBER	($1,924.99)
	P059442	R-0614-18-I RET	262828	FIBER EXTENSION- MOHR TEST AND	$315.70
				BROADBAND ADMINISTRATION TOTAL****	**$13,598.60**
				BROADBAND FUND Total ***	**$13,598.60**

FUND 501 CENTRAL STORES FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P059685	171105	263006	SHOVEL, SQUARE POINT, 48" WOOD	$47.52
				UNASSIGNED TOTAL****	**$47.52**
				CENTRAL STORES FUND Total ***	**$47.52**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 502		**EQUIPMENT MAINTENANCE FUND**			
Division: 000					
WESTERN STATES EQUIPMENT COMPANY	P059769	IN000811022	262878	HYD HOSE AEROQP GH781-10, 5/8"	$413.77
	P059769			HYD HOSE AEROQUIP GH781-8,1/2"	$364.11
				UNASSIGNED TOTAL****	**$777.88**
Division: 214 EQUIPMENT MAINTENANCE					
AUTOZONE		3733380814	262744	BRNGS VEH 4118 WO 52316	$68.37
		3733382693		DIESEL FLU VEH 3332 W/O 52434	$10.85
		3733386126		DIESEL FLU VEH 3334 W/O 52452	$10.85
		3733386567		SHOP SUPPLIES	$103.73
		3733386570		BRAKES VEH 3285 WO 52431	$47.85
		3733390181	263150	BRAKES VEH 3218 WO 52498	$104.89
		3733391240		SHOP TOOLS	$169.25
		3733391526		BULB VEH 5045 WO 52533	$66.01
		3733394430		DSL EXHST FL VEH 3334 WO 52551	$21.70
		3733394562	263300	SHOP SUPPLY	$81.44
BASIN EXPRESS LLC		379946/310162	262746	CYLNDR/BOX VEH 3312 W/O 51786	$90.80
BLAC-RAC MANUFACTURING INC		3826	262905	ELEC RELEASE VEH 1214 WO 52348	$477.30
BUSH CAR WASH		5860	262756	VEHICLE WASHES-OCTOBER	$112.00
CAMPING WORLD RV SALES		1443	262925	ROOF REPAIR VEH 3269 WO 52488	$332.75
		Y21720	262757	BMPR BX REPR VEH 3329 WO 52404	$1,547.02
CENTRAL HOSE & FITTINGS INC		C021419	262760	COUPLER VEH 0800 W/O 52422	$156.10
		C021822	262931	HOSE ASSY VEH 3351 WO 52457	$158.69
		C021823		HOSE ASSY VEH 6411 WO 52401	$216.54
		C021865		TUBING VEH 6411 WO 52401	$2.48
		C021868		VEH 3351 WO 52457	$1.74
COLEMAN OIL COMPANY		0487731-IN	262769	LANDFILL DIESEL DYED	$2,862.71
		0488865-IN	263176	LANDFILL DIESEL DYED	$3,958.73
		CL37798	262939	CARD LOCK FUEL 11/05-11/11/18	$17,499.19
		CL39076	263176	CARD LOCK FUEL 11/12-11/18/18	$16,958.29
		CL39660	263318	CARD LOCK FUEL 11/19-11/25/18	$13,335.58
COMMERCIAL TIRE INC		19-259808	262771	WRNG TIRES VEH 3284 WO 52385	($1,875.17)
		259501		MWR TIRE VEH 7145 WO 52386	$501.42
		259809		2 TIRES VEH 3284 WO 52385	$1,352.85
		259815		TIRE DISP VEH 3283 WO 52387	$9.23
		259980	263177	TIRE CHANGE VEH 4160 WO 52569	$497.05
		259983	262771	FLAT REPAIR VEH 3285 W/O 52471	$62.94
		259986		FLAT REPAIR VEH 4131 W/O 52467	$18.19
		259988		STUDDING VEH 5045 W/O 52466	$668.44
		260142		RLAT REPAIR VEH 3333 W/O 52470	$52.67

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		260143	262771	FLAT REPAIR VEH 3335 W/O 52469	$52.67
		260145		FLAT REPAIR VEH 4169 W/O 52468	$20.90
		260323		FLAT REPAIR VEH 1210 WO 52502	$20.90
		260324		FLAT REPAIR VEH 2345 WO 52503	$20.90
		260325		TIRE CHANGE VEH 2433 WO 52504	$99.91
		260347		FLAT REP VEH 3320 WO 52510	$52.67
		260405		TIRE CHANGE VEH 2440 WO 52508	$99.91
		260406		TIRE CHANGE VEH 1203WO 52507	$99.91
		260408		TIRE CHANGE VEH 2443 WO 52509	$118.10
		260409		TIRE CHANGE VEH 1210 WO 52506	$99.91
		260410		TIRE CHANGE VEH 1204 WO 52505	$99.91
		260489	263177	TIRE CHANGE VEH 1382 WO 52557	$95.57
		260490		TIRE CHANGE VEH 1104 WO 52558	$95.57
		260491		TIRE CHANGE VEH 1211 WO 52559	$99.91
		260492		TIRE CHANGE VEH 1209 WO 52560	$99.91
		260493		TIRE CHANGE VEH 2412 WO 52561	$99.91
		260494		TIRE CHANGE VEH 1207 WO 52561	$99.91
		260495		TIRE CHANGE VEH 1108 WO 52563	$99.91
		260496		TIRE CHANGE VEH 2411 WO 52564	$99.91
		260497		TIRE CHANGE VEH 1206 WO 52565	$99.91
		260498		TIRE CHANGE VEH 1205 WO 52555	$99.91
		260499		TIRE CHANGE VEH 1208 WO 52556	$99.91
		260504		TIRE CHANGE VEH 4000 WO 52573	$79.98
		260505		TIRE CHANGE VEH 7119 WO 52575	$47.62
		260506		TIRES VEH 2473 WO 52576	$1,984.80
		260605		TIRES VEH 2472 WO 52572	$1,008.81
		260612		TIRE CHANGE VEH 3342 WO 52568	$76.02
		260615		TIRE CHANGE VEH 3320 WO 52567	$54.30
		260616		TIRE CHANGE VEH 3333 WO 52566	$52.67
		260647		SVC CALL VEH 6000 WO 52571	$200.51
		260651		TIRE CHG VEH 6601 WO 52570	$122.46
		29535	262771	TIRES VEH 2390 W/O 52465	$593.02
CONNELL OIL INC		0238004-IN	262774	SHOP OILS/LUBEPRODUCT SUPPLIES	$643.15
		0238932-IN		SHOP OILS VEH 3251 W/O 51936	$693.47
CORWIN OF PASCO LLC		427645	262777	KITS VEH 5044 WO 52384	$114.95
CUMMINS, INC		09-1862	262779	INJECTOR VEH 3335 WO 52352	$1,884.55
DAY WIRELESS SYSTEMS		475127	262960	GOLIGHT MNT VEH 3252 WO 52342	$1,226.51
		475128		GOLIGHT MNT VEH 3301 WO 52402	$1,241.68
FAST SIGNS		139-58367	262791	2" PREMIUM VEH 3351 WO 52457	$27.15
FASTENAL COMPANY		WARIC80031	263197	NUTS/WASHERS VEH 7143 WO 52501	$1,045.51
FINAL TOUCH UPHOLSTERY		032964	263332	TARP REPAIR VEH 3351 WO 52589	$705.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FINAL TOUCH UPHOLSTERY		032967	263332	SEAT UPHOL VEH 3302 WO 52397	$651.60
		032969		SEAT UPHOL VEH 5036 WO 52588	$651.60
FREDDIE'S TRADING POST		8916	263335	VINYL INSERT	$15.96
HOTSY OF SPOKANE		24504	263348	400 GAL CARBON-ATE PLUS SOAP	$2,063.40
JIM'S PACIFIC GARAGES INC		R100017161:01	262805	ALIGNMENT VEH 3336 W/O 52423	$398.88
		X100148919:01		WND WSHR KIT VEH 3302 WO 52397	$47.56
		X100149315:01		SHOCKS VEH 3279 W/O 52408	$382.64
		X100151330:01	263219	COVER WHEEL VEH 3351 WO 52457	$48.61
		X100151511:01	263353	BUSHING VEH 3279 WO 52408	$53.19
LIBERTY LAWN & SAW SHOP		4189	263030	FUEL FILTER VEH 0072 WO 52213	$181.33
MCCURLEY CHEVROLET		483142	262813	DETAIL VEH 3326 W/O 52435	$324.71
		483269		DETAIL VEH 3293 W/O 52464	$325.75
		954763		HANDLE VEH 2362 WO 52388	$101.25
		954773		KNOB VEH 2385 WO 51994	$7.00
		954849		SWITCH VEH 3297 WO 52383	$118.52
		954900		HOSES VEH 2382 WO 52202	$59.61
		954907		2LAMP VEH 2382 WO 52202	$122.18
		954925		GASKET VEH 3304 W/O 52375	$582.67
		955066		CABLE VEH 2374 W/O 52064	$8.80
		955093		REMANUFAC VEH 3304 W/O 52395	$2,174.79
		955314	263040	HOSE VEH 3304 WO 52395	$406.14
		955366		FILTERS VEH 2404 WO 52479	$47.03
		955376		KEYS VEH 3328 WO 52480	$86.24
		955378		VEH 2385 WO 51994	$267.21
		955486	262813	EMBLEM VEH 2400 WO 52500	$47.16
		955784	263363	LOCK VEH 3304 WO 52395	$166.04
		955806		WEATHER VEH 3302 WO 52397	$255.54
		955807		PLATE VEH 3302 WO 52397	$68.42
		CM955093A		CORE RETURN VEH 3304 WO 52395	($81.45)
		CM955314		HOSE VEH 3304 WO 52395	($228.61)
MOBILE FLEET SERVICE INC		01P101138	262817	FILTER VEH 3341 WO 52399	$180.15
		01P101599	263366	FILTER VEH 3351 WO 52534	$176.33
		01P101818		HUB VEH 3351 WO 52457	$400.15
MONARCH MACHINE & TOOL CO INC		A199102	262818	TUBE VEH 6581 W/O 52451	$56.72
		A199319	263367	FLAT BAR VEH 3252 WO 52342	$69.24
OWEN EQUIPMENT COMPANY		00184729	262820	HARNESS VEH 3284 W/O 52394	$3,336.62
OXARC INC		30506572	262821	SHOP	$27.15
PAPE' MATERIAL HANDLING		11227938	262823	FILTERS VEH 7112 WO 51442	$70.77
		8082043		FILTERS VEH 7158 WO 51442	$525.07
RDO EQUIPMENT CO		P87765	262831	FILTER VEH 6595 W/O 51989	$189.62
		W61823		FILTR CHNG VEH 6587 WO 52416	$325.80

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		422864	262837	FILTERS/HYDRAULIC VEH 6520	$31.54
		422882		AIR/OIL FILTERS VEH 2468 WO	$11.10
		422894		FILTER/OIL VEH 72 WO 52266	$45.45
		422898		VALVE&CANISTER VEH 2314 WO	$175.44
		422906		LAMP VEH 2468 WO 52324	$67.77
		422941		LAMP VEH 4098 WO 52331	$6.53
		422969		LAMP VEH 2442 WO 52336	$67.77
		422992		ANIT-FREEZE VEH 7112 WO 523	$54.65
		422993		ANIT-FREEZE VEH 7108 WO 522	$54.65
		423004		BATTERY VEH 1375 WO 52344	$44.33
		423012		ALARM/BEACON VEH 3290 WO 52	$440.46
		423014		AIR FILTER VEH 4084 WO 5234	$15.28
		423023		AIR FILTER VEH 4084 WO 5234	$41.88
		423129		CABIN AIR FILTER VEH 2427 W	$12.50
		423130		EXACTFITBLADE VEH 2390 WO 5	$15.18
		423159		BEAM BLADES VEH 2385 WO 519	$25.87
		423178		SCOTSEAL VEH 4118 WO 52316	$31.74
		423180		BRK CLEANER VEH 3255 WO 523	$22.81
		423217		FILTERS VEH 5046 WO 52380	$32.08
		423218		FILTERS VEH 5039 WO 52381	$276.40
		423219		FILTERS VEH 5044 WO 52382	$30.55
		423221		FILTERS VEH 5045 WO 52379	$32.08
		423232		TOOLS VEH - WO SHOP TOOLS	$42.65
		423302		DRAIN PLUG VEH 5045 WO 5237	$9.75
		423329		BRK CLEANER VEH 2394 WO 519	$15.20
		423333		BEAM BLADES VEH 2430 WO 514	$27.19
		423338		TRAILER WIRE VEH 3251 WO 51	$16.82
		423354		SLIP PLATE VEH 3320 WO 5241	$76.17
		423384		WHEEL NUTS VEH - WO SHOP TO	$22.70
		423385		FILTERS VEH 2421 WO 52406	$14.31
		423419		RELAYS VEH 3203 WO 52432	$71.80
		423430		D EARTH VEH 3312 WO 51786	$97.85
		423447		FILTERS VEH 2402 WO 52424	$24.75
		423448		FILTERS VEH 2403 WO 52425	$24.75
		423451		FILTERS VEH 2407 WO 52426	$14.28
		423525		HOSE CLAMP VEH 3320 WO 5244	$33.01
		423665		BATTERY VEH 2445 WO 52439	$122.13
		423668		BATTERY VEH 6459 WO 52365	$127.70
		423682		WELDING HELMET VEH - WO SHO	$86.87
		423746		FILTERS,FILTER KIT VEH 1211	$106.29
		423747		FITLERS VEH 3326 WO 52461	$14.28

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		423756	262837	BRAKE PADS VEH 2403 WO 5246	$148.32
		423773		LAMP VEH 3222 WO 52456	$4.68
		423774		FILTERS VEH 2472 WO 52473	$18.39
		423776		FILTERS VEH 2415 WO 52427	$13.25
		423777		FILTERS VEH 3218 WO 52429	$11.22
		423778		FILTERS VEH 2456 WO 52428	$13.25
		423788		CORE CREDIT VEH - WO CORE C	($138.33)
		423826		TRANSMISSION FLUID VEH 2404	$58.34
		423830		HYDRAULIC FLUID VEH 3294 WO	$11.39
		423842		OIL GUN VEH - WO SHOP TOOL	$13.02
		423853		HDLGHT RESTRTN KIT VEH 2385	$58.80
		423864		CONNECTOR VEH 6408 WO 52474	$11.94
		423929		FILTER VEH 3337 WO 52475	$32.02
		423931		SPRAY BOTTLES VEH - WO -	$24.70
		424028		TRANSFIL VEH 3218 WO 52498	$169.11
		424029		FILTERS VEH 3304 WO 52494	$77.97
		424030		FILTERS VEH 6408 WO 52491	$81.17
		424038		WIRE VEH 6411 WO 52401	$49.30
		424045		BATTERY VEH 2426 WO 52499	$116.73
		424046		LAMP VEH 1211 WO 52497	$12.97
		424055		WTRPUMP VEH 3218 WO 52498	$69.98
		424097	263080	ICEMELT VEH 9000 WO 52531	$30.36
		424114		LUGNUT CVR VEH 3218 WO 5249	$11.35
		424156		FUSEHOLDR VEH 3301 WO 52402	$3.61
		424168		TOOLS VEH - WO -	$470.32
		424181		FILTERS VEH 3298 WO 52523	$14.98
		424182		FILTERS VEH 2435 WO 52522	$33.80
		424184		FILTERS VEH 2500 WO 52520	$29.83
		424185		BATT CABLE VEH 3278 WO 5253	$88.80
		424189		FILTERS VEH 2387 WO 52524	$21.54
		424190		FILTERS VEH 3212 WO 52525	$166.83
		424192		FILTERS VEH 3302 WO 52528	$41.39
		424196		FILTERS VEH 3321 WO 52529	$160.17
		424198		FILTERS VEH 3248 WO 424198	$156.36
		424209		HITCHPIN VEH 3278 WO 52536	$13.25
		424247		TRLR PLG VEH 6573 WO 52513	$11.94
		424252		LAMP VEH 2468 WO 52550	$6.48
		424257		SERP BELT VEH 2320 WO 52532	$32.38
RMT EQUIPMENT		P01778	263082	FILTER VEH 7145 WO 52264	$862.03
		P01959	262845	DISCS VEH 7117 WO 52403	$255.42
		P01964		EXT SPRING VEH 6580 W/O 52270	$41.55

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RWC INTERNATIONAL LTD		50945Y	262847	W/S MTR VEH 3142 WO 52214	$165.73
		51036YX1		SWITCH VEH 3142 W/O 52214	$45.36
SOLID WASTE SYSTEMS INC		0109111-IN	262853	WO 52389,52390,52391,392,393	$527.49
				VEH 3333,3336,3337,3339,3340	$527.49
		0109362-IN		SOLENOID VEH 3340 W/O 52258	$839.09
		0109537-IN	263101	BEARINGS VEH 3333 WO 51687	$2,814.95
		0109544-IN		BEARINGS VEH 333 WO 51687	$919.09
		0109610-IN		KIT VEH 3333 WO 51964	$2,280.37
		0109611-IN		KIT VEH 3336 WO 51965	$2,280.37
		0109612-IN		KIT VEH 3337 WO 51966	$2,280.37
		0109777-IN	263384	BEARING VEH 3337 WO 51966	$879.49
		109227-IN	263101	PRES SWIT VEH 7152 WO 52341	$89.16
TACOMA SCREW PRODUCTS INC		22228270	263110	VISE VEH 3405 WO 52485	$221.73
THE FAB SHOP LLC		29549	263265	VALVE VEH 3321 WO 52512	$479.32
TIRE FACTORY INC		03-132456	262859	R11R22.5 VEH 3283 WO 51968	$3,649.93
TRI CITIES BATTERY & AUTO REPAIR		128261	263269	BATTERY VEH 0800 WO52495	$168.33
TRUCKPRO HOLDING CORPORATION		06 264796	262866	U-JOINT VEH 3255 WO 52335	$32.21
		06 264912		KC SLMLT KIT VEH 3301 WO 52402	$294.00
		06 265086		U JOINT KIT VEH 3312 WO 51786	$40.63
US LINEN & UNIFORM		2238358-00	262871	UNIFORM SERVICES	$80.82
		2242096-00		UNIFORM SERVICES	$80.82
		2245849-00		UNIFORM SERVICES	$80.82
		2249587-00		UNIFORM SERVICES	$80.82
		2253364-00		UNIFORM SERVICES	$80.82
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$38.68
	P059790			WIRELESS CHARGES OCT 2018 PRIM	$251.86
WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS		7037042-00	262877	TINE SPOON VEH 4000 WO 52268	$672.51
WESTERN PETERBILT INC		028P285382	263129	AIR GUN VEH 3351 WO 52457	$64.97
		028P285415		MUDFLAP VEH 3297 WO 52383	$9.90
		028P285652	263280	CORD VEH 3204 WO 52492	$64.92
		028P285722		FILTERFUEL VEH 3321 WO 52529	$37.46
WESTERN STATES EQUIPMENT COMPANY		IN000812154	263130	PLUG KIT VEH 3290 WO 52343	$39.33
		IN000813381	262878	COUPLING VEH 3255 WO 52335	$13.73
		IN000821307	263130	250HR SVC VEH 7104 WO 52487	$1,168.47
		IN000827740	263281	REPAIR VEH 7130 WO 52549	$15,736.33
WESTERN SYSTEMS & FABRICATION INC		24921	262879	REBLD CYLNDR VEH 3312 WO 51786	$5,855.71
		24960		VALVE VEH 3285 W/O 52431	$65.11
		25004		VALVE VEH 3312 W/O 51786	$1,583.94
		25007	263131	FILTERS VEH 3312 WO 51786	$276.88
		25035	262879	SNGL VANE VEH 3312 WO 51786	$2,083.82

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SYSTEMS & FABRICATION INC		25045	263282	AIR ACTUATOR VEH 3284 WO 52535	$1,238.20
		25047	263401	AIR ACTUATOR VEH 3285 WO 52484	$435.59
		25056		AIR ACTUATOR VEH 3285 WO 52484	$564.77
		25061	263282	SEAL KIT VEH 3283 WO 52553	$2,001.23
XEROX CORPORATION		095056119	263137	LX5-691298 BASE/PRINTS-OCT	$190.66
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$70.40
				EQUIPMENT MAINTENANCE TOTAL****	**$145,271.80**
				EQUIPMENT MAINTENANCE FUND Total ***	**$146,049.68**

FUND 503 EQUIPMENT REPLACEMENT FUND

Division: 215 EQUIPMENT REPLACEMENT

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR		3351LICENSE	262748	TAX/LICENSE #3351	$16,894.19
				EQUIPMENT REPLACEMENT TOTAL****	**$16,894.19**
				EQUIPMENT REPLACEMENT FUND Total ***	**$16,894.19**

FUND 505 PUBLIC WORKS ADMIN & ENGINEER

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FORTUNATO INC.		113018	263201	DEV DEPOSIT-SEWER LIFT STATION	$10,000.00
				UNASSIGNED TOTAL****	**$10,000.00**

Division: 450 PW ADMIN & ENGINEERING

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		10/18 28724328888	262743	287243288881 09/27/18-10/26/18	$94.97
				287243288881 09/27/18-10/26/18	$64.57
IMT INC	P059100	10287	263213	MATERIALS TESTING-PRIVATE	$208.50
PENWELL, DAN		111618	263065	REIMBURSE EXCISE TAX	$30.00
VERIZON WIRELESS	P059790	9817383159	263121	WIRELESS CHARGES OCT 2018 PRIM	$458.44
WEST, JULIE		18-047 WEST	263127	18-047 APWA PUBLIC WRKS LEA	$545.57
XEROX CORPORATION		095056108	263137	LX5-690835 BASE/PRINTS-OCT	$164.36
		095056109		MX4-343197 BASE/PRINTS-OCT	$333.53
XO COMMUNICATIONS SERVICES LLC		0314480163	262881	TELEPHONE CHARGES 11/1-11/30	$190.01
				PW ADMIN & ENGINEERING TOTAL****	**$2,089.95**
				PUBLIC WORKS ADMIN & ENGINEER Total ***	**$12,089.95**

FUND 506 WORKERS COMPENSATION FUND

Division: 221 WORKERS COMP INSURANCE RESERVE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONOVER INSURANCE INC		1314106	263321	POLICY 100334078 12/2018-2019	$542.00
				WORKERS COMP INSURANCE RESERVE TOTAL****	**$542.00**
				WORKERS COMPENSATION FUND Total ***	**$542.00**

FUND 520 HEALTH CARE/BENEFITS PLAN

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 222 EMPLOYEE BENEFIT PROGRAM					
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2395997	263314	DECEMBER 2018 ADMIN FEES	$15,387.75
MAGELLAN BEHAVIORAL HEALTH		DEC 2018	263230	EAP PREMIUMS-DECEMBER	$725.63
MERCER (US) INC		102210003801	263231	CONSULTING SERVICES-OCT	$7,083.33
				EMPLOYEE BENEFIT PROGRAM TOTAL****	**$23,196.71**
				HEALTH CARE/BENEFITS PLAN Total ***	**$23,196.71**
FUND 522 POST EMP HEALTHCARE PLAN					
Division: 224 POST EMPLOYMENT BENEFITS PRGM					
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2395997	263314	DECEMBER 2018 ADMIN FEES	$918.40
				POST EMPLOYMENT BENEFITS PRGM TOTAL****	**$918.40**
				POST EMP HEALTHCARE PLAN Total ***	**$918.40**
FUND 611 FIREMAN'S PENSION					
Division: 216 FIRE PENSION					
BAKER, MARSHALL R		DEC 2018	263152	MEDICARE PREMIUM/BAKER	$129.00
BENTON COUNTY FIRE DIST 1		2018-46	263157	FIRE PENSION OCT 2018	$712.00
BOWLS, DAVID		DEC 2018	263159	MEDICARE PREMIUM/BOWLS	$104.90
CANFIELD, HARRY R			263162	MEDICARE PREMIUM/CANFIELD	$119.00
CARRICK, HENRY			263165	MEDICARE PREMIUM/CARRICK	$134.00
CLARK, FRANK M			263171	MEDICARE PREMIUM/CLARK	$104.90
DOWNS, DANNY			263189	MEDICARE PREMIUM/DOWNS	$134.00
ELIASON, CURTIS			263193	MEDICARE PREMIUM/ELIASON	$134.00
ESTY, RAYMOND J			263196	MEDICARE PREMIUM/ESTY	$120.00
FERRIANS, ALLEN LARRY			263198	MEDICARE PREMIUM/FERRIANS	$130.00
HOUCHIN, EARL			263208	MEDICARE PREMIUM/HOUCHIN	$118.00
JOHNSON, NEILS E			263220	MEDICARE PREMIUM/JOHNSON	$110.00
JONES, HAROLD			263221	MEDICARE PREMIUM/JONES	$123.00
KEYS, JACK D			263223	MEDICARE PREMIUM/KEYS	$134.00
LAHTI, ROGER P			263225	MEDICARE PREMIUM/LAHTI	$104.90
MURRAY, DAVID			263235	MEDICARE PREMIUM/MURRAY	$110.00
MYERS, EDWARD A			263236	MEDICARE PREMIUM/MYERS	$119.00
OWEN, MICHAEL			263239	MEDICARE PREMIUM/OWEN	$110.00
POLLARD, JAMES			263242	MEDICARE PREMIUM/POLLARD	$104.90
RONEY, LARRY			263253	MEDICARE PREMIUM/RONEY	$113.00
SIEMENS, DONALD			263256	MEDICARE PREMIUM/SIEMENS	$125.00
WEST, ROYAL			263279	MEDICARE PREMIUM/WEST	$116.00
WILLIAMSON, CRAIG E			263283	MEDICARE PREMIUM/WILLIAMSON	$108.00
				FIRE PENSION TOTAL****	**$3,317.60**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				FIREMAN'S PENSION Total ***	**$3,317.60**
FUND 612		**POLICEMEN'S PENSION**			
Division: 217		POLICE PENSION			
ANDERS, PETER		DECEMBER 2018	263147	MEDICARE PREMIUM/ANDERS	$121.00
BATES, LAURIE VERN JR			263154	MEDICARE PREMIUM/BATES	$129.00
BEDEN, LARRY			263156	MEDICARE PREMIUM/BEDEN	$129.00
BRUNSON, DALE A			263160	MEDICARE PREMIUM/BRUNSON	$111.00
BUSH, LEE			263161	MEDICARE PREMIUM/BUSH	$116.00
CLEAVENGER, MICHAEL			263172	MEDICARE PREMIUM/CLEAVENGER	$134.00
CLEAVENGER, WILL J			263173	MEDICARE PREMIUM/CLEAVENGER	$120.00
CLEMENTS, JOHN M			263174	MEDICARE PREMIUM/CLEMENTS	$118.00
COUCH, LARRY			263182	MEDICARE PREMIUM/COUCH	$133.00
DEMYER, JAMES J			263188	MEDICARE PREMIUM/DEMYER	$134.00
DRIVER, DOUGLAS D			263190	MEDICARE PREMIUM/DRIVER	$134.00
DUCHEMIN, ROGER			263191	MEDICARE PREMIUM/DUCHEMIN	$127.00
GANLEY, JOHN M			263204	MEDICARE PREMIUM/GANLEY	$119.00
GILL, JAMES GREG			263205	MEDICARE PREMIUM/GILL	$134.00
HIGGINS, FRED C			263207	MEDICARE PREMIUM/HIGGINS	$111.00
LARSON, SCOTT K			263226	MEDICARE PREMIUM/LARSON	$134.00
LEWIS, DAVID L			263227	MEDICARE PREMIUM/LEWIS	$109.00
MOORE, ROBERT			263234	MEDICARE PREMIUM/MOORE	$114.00
SPARKS, DAVID W			263258	MEDICARE PREMIUM/SPARKS	$118.00
TAYLOR, RANDAL L			263263	MEDICARE PREMIUM/TAYLOR	$134.00
THOMAS, GERALD D			263266	MEDICARE PREMIUM/THOMAS	$118.00
TURNER, ROY			263270	MEDICARE PREMIUM/TURNER	$127.00
WILMOTH, ROD			263284	MEDICARE PREMIUM/WILMOTH	$132.00
ZIMMERMAN, GERALD			263288	MEDICARE PREMIUM/ZIMMERMAN	$118.00
				POLICE PENSION TOTAL****	**$2,974.00**
				POLICEMEN'S PENSION Total ***	**$2,974.00**
FUND 641		**SOUTHEAST COMMUNICATIONS CTR**			
Division: 600		SECOMM OPERATIONS GENERAL			
INTERGRAPH CORPORATION	P058300	P180001579	263215	TAX	$9,072.83
	P058300			CAD SUPPORT SERVICES-FRANKLIN	$2,384.25
				SECOMM OPERATIONS GENERAL TOTAL****	**$11,457.08**
Division: 601		E911 OPERATIONS			
CITY OF RICHLAND		18-439 HAMILTON	262937	18-439 HEXAGON PUB SAFETY	$789.14
		18-451 LETTRICK	263315	18-451 STATE AC MTNG	$294.34
CORPORATE TRANSLATION SERVICES INC		134949	262776	TRANSLATION SRVCS-OCT 2018	$529.87

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENTERPRISE RENT A CAR		19167892	262975	18-383 PROVENCHER	$188.55
LETTRICK, R. KIM		18-451 LETTRICK	263359	18-451 STATE AC MTNG	$22.88
				E911 OPERATIONS TOTAL****	**$1,824.78**
				SOUTHEAST COMMUNICATIONS CTR Total ***	**$13,281.86**
FUND 642		**800 MHZ PROJECT**			
Division: 610		800 MHZ			
BENTON PUD	P059818	2194	263305	3RD QTR RATTLESNAKE LEASE	$1,335.30
KLICKITAT COUNTY PUD		10/18 69552623	263224	GOLGATHA UTILITIES 9/28-10/25	$247.43
				800 MHZ TOTAL****	**$1,582.73**
				800 MHZ PROJECT Total ***	**$1,582.73**
FUND 643		**EMERGENCY MANAGEMENT**			
Division: 620		STATE / LOCAL ASSISTANCE			
CITY OF RICHLAND		4952751	262764	BCES UTILITY SRVC 10/01-11/01	$377.08
DAVIS, DEANNA		110118	262958	REIMBURSE EMAG GROUP	$84.02
		111518	263323	REIMB MEALS MGT-418 RTIPP T	$60.00
FERRIS, LORI			263331	REIMB MEALS MGT-418 RTIPP T	$60.00
FRONTIER		11/18 5096282600	263202	TELEPHONE CHARGE 11/10-12/9/18	$250.33
SPRAGUE PEST SOLUTIONS		3689863	262854	SPRAYING FOR WASPS INSIDE BLDG	$11.20
VANGUARD CLEANING SYSTEM OF INLAND NW		82245	263395	BCES JANITORIAL SRVCS-DEC	$62.50
VERIZON WIRELESS		9817839301	263272	CELL PHONES 10/7-11/6/16	$91.92
XEROX CORPORATION		095056103	262880	MX4-322159 BASE/PRINTS-OCT	$47.91
				STATE / LOCAL ASSISTANCE TOTAL****	**$1,044.96**
Division: 621		RADIOLOGICAL EMGCY PREPAREDNES			
ARROW TECH INC	P059706	24270	263297	SHIPPING	$25.00
	P059706			DRDCAL-100: DIRECT-READING	$2,010.00
CITY OF RICHLAND		4952751	262764	BCES UTILITY SRVC 10/01-11/01	$377.08
FRONTIER		11/18 5096282600	263202	TELEPHONE CHARGE 11/10-12/9/18	$250.32
HP INC		0432803	263209	PRINTER SPRT 8/15-11/15/18	$122.00
LUDLUM MEASUREMENTS INC	P059559	00459313	263034	TECHINICIAN LABOR	$54.30
	P059559			GM TUB-LND 7311 PANCAKE	$196.57
	P059559			CALIBRATE LUDLUM MODEL 12	$325.80
	P059559			FREIGHT	$41.27
SPRAGUE PEST SOLUTIONS		3689863	262854	SPRAYING FOR WASPS INSIDE BLDG	$11.20
VANGUARD CLEANING SYSTEM OF INLAND NW		82245	263395	BCES JANITORIAL SRVCS-DEC	$62.50
VERIZON WIRELESS		9817839301	263272	CELL PHONES 10/7-11/6/16	$86.92
WATER SOLUTIONS INC		19896	262874	WATER FILTRATION 11/7-12/6/18	$11.22
XEROX CORPORATION		095056103	262880	MX4-322159 BASE/PRINTS-OCT	$47.91

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL****	**$3,622.09**
Division: 622 DOE EMERGENCY PREPAREDNESS					
CITY OF RICHLAND		4952751	262764	BCES UTILITY SRVC 10/01-11/01	$377.08
FRONTIER		11/18 5096282600	263202	TELEPHONE CHARGE 11/10-12/9/18	$250.32
HP INC		0432803	263209	PRINTER SPRT 8/15-11/15/18	$122.00
SPRAGUE PEST SOLUTIONS		3689863	262854	SPRAYING FOR WASPS INSIDE BLDG	$11.20
VANGUARD CLEANING SYSTEM OF INLAND NW		82245	263395	BCES JANITORIAL SRVCS-DEC	$62.50
VERIZON WIRELESS		9817839301	263272	CELL PHONES 10/7-11/6/16	$91.92
WATER SOLUTIONS INC		19896	262874	WATER FILTRATION 11/7-12/6/18	$11.22
XEROX CORPORATION		095056103	262880	MX4-322159 BASE/PRINTS-OCT	$47.91
				DOE EMERGENCY PREPAREDNESS TOTAL****	**$974.15**
Division: 623 JURISIDICTION					
CITY OF RICHLAND		4952751	262764	BCES UTILITY SRVC 10/01-11/01	$377.07
FRONTIER		11/18 5096282600	263202	TELEPHONE CHARGE 11/10-12/9/18	$250.32
HP INC		0432803	263209	PRINTER SPRT 8/15-11/15/18	$121.99
MID COLUMBIA CONSTRUCTION INC DBA		1070350	262814	SPRINKLER WINTERIZATION	$43.44
RIGGLE PLUMBING INC		39576	263250	MEASUREMENTS FOR TOILET REPAIR	$93.94
SPRAGUE PEST SOLUTIONS		3689863	262854	SPRAYING FOR WASPS INSIDE BLDG	$11.20
VANGUARD CLEANING SYSTEM OF INLAND NW		82245	263395	BCES JANITORIAL SRVCS-DEC	$62.50
WATER SOLUTIONS INC		19896	262874	WATER FILTRATION 11/7-12/6/18	$11.22
XEROX CORPORATION		095056103	262880	MX4-322159 BASE/PRINTS-OCT	$47.91
				JURISIDICTION TOTAL****	**$1,019.59**
				EMERGENCY MANAGEMENT Total ***	**$6,660.79**
FUND 644 MICRO-WAVE					
Division: 611 MICROWAVE					
BENTON PUD	P059818	2194	263305	3RD QTR RATTLESNAKE LEASE	$1,335.30
				MICROWAVE TOTAL****	**$1,335.30**
				MICRO-WAVE Total ***	**$1,335.30**
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16008	262986	Customer Refund	$46.21
		CISPAY16009	262950	Customer Refund	$156.33
		CISPAY16010	262942	Customer Refund	$209.61
		CISPAY16011	263111	Customer Refund	$22.00
		CISPAY16012	263012	Customer Refund	$51.54
		CISPAY16013	262977	Customer Refund	$106.02
		CISPAY16014	262948	Customer Refund	$91.32

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16015	262968	Customer Refund	$4.62
		CISPAY16016	262969	Customer Refund	$156.59
		CISPAY16017	262885	Customer Refund	$75.15
		CISPAY16018	263088	Customer Refund	$162.03
		CISPAY16019	262894	Customer Refund	$188.09
		CISPAY16020	262915	Customer Refund	$72.21
		CISPAY16021	263060	Customer Refund	$243.08
		CISPAY16022	262909	Customer Refund	$11.17
		CISPAY16023	263105	Customer Refund	$186.42
		CISPAY16024	263063	Customer Refund	$121.50
		CISPAY16025	263089	Customer Refund	$99.90
		CISPAY16026	262989	Customer Refund	$3.44
		CISPAY16027	262912	Customer Refund	$145.53
		CISPAY16028	262889	Customer Refund	$100.51
		CISPAY16029	263068	Customer Refund	$16.49
		CISPAY16030	262946	Customer Refund	$125.76
		CISPAY16031	263031	Customer Refund	$88.22
		CISPAY16032	262897	Customer Refund	$8.73
		CISPAY16033	263018	Customer Refund	$4.09
		CISPAY16034	262976	Customer Refund	$721.72
		CISPAY16035	263044	Customer Refund	$61.10
		CISPAY16036	263053	Customer Refund	$123.58
		CISPAY16037	263052	Customer Refund	$26.67
		CISPAY16038	262914	Customer Refund	$0.44
		CISPAY16039	262949	Customer Refund	$34.35
		CISPAY16040	263039	Customer Refund	$22.80
		CISPAY16041	263045	Customer Refund	$45.47
		CISPAY16042	263020	Customer Refund	$19.97
		CISPAY16043	263021	Customer Refund	$19.19
		CISPAY16044	263015	Customer Refund	$51.29
		CISPAY16045	262892	Customer Refund	$29.42
		CISPAY16046	263104	Customer Refund	$149.44
		CISPAY16047	263046	Customer Refund	$1.06
		CISPAY16048	263103	Customer Refund	$143.45
		CISPAY16049	263001	Customer Refund	$120.03
		CISPAY16050	262972	Customer Refund	$28.07
		CISPAY16051	262928	Customer Refund	$13.90
		CISPAY16052	263033	Customer Refund	$102.06
		CISPAY16053	263007	Customer Refund	$100.51
		CISPAY16054	263003	Customer Refund	$4.01

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16055	262970	Customer Refund	$57.44
		CISPAY16056	263016	Customer Refund	$37.50
		CISPAY16057	262891	Customer Refund	$89.64
		CISPAY16058	263139	Customer Refund	$15.23
		CISPAY16059	262917	Customer Refund	$44.01
		CISPAY16060	262904	Customer Refund	$11.49
		CISPAY16061	263011	Customer Refund	$7.56
		CISPAY16062	262916	Customer Refund	$17.60
		CISPAY16063	262965	Customer Refund	$4.24
		CISPAY16064	262886	Customer Refund	$67.92
		CISPAY16065	262957	Customer Refund	$104.51
		CISPAY16066	262967	Customer Refund	$120.61
		CISPAY16067	263017	Customer Refund	$88.56
		CISPAY16068	263041	Customer Refund	$123.14
		CISPAY16069	263024	Customer Refund	$112.45
		CISPAY16070	263077	Customer Refund	$110.33
		CISPAY16071	263022	Customer Refund	$98.11
		CISPAY16072	262918	Customer Refund	$99.96
		CISPAY16073	263092	Customer Refund	$114.53
		CISPAY16074	262964	Customer Refund	$107.13
		CISPAY16075	263123	Customer Refund	$54.51
		CISPAY16076	262956	Customer Refund	$40.72
		CISPAY16077	263061	Customer Refund	$93.57
		CISPAY16078	262951	Customer Refund	$110.27
		CISPAY16079	263019	Customer Refund	$60.26
		CISPAY16080	263014	Customer Refund	$85.17
		CISPAY16081	263252	Customer Refund	$117.63
		CISPAY16082	263170	Customer Refund	$109.76
		CISPAY16083	263254	Customer Refund	$96.29
		CISPAY16084	263246	Customer Refund	$71.54
		CISPAY16085	263211	Customer Refund	$187.27
		CISPAY16086	263228	Customer Refund	$134.98
		CISPAY16087	263273	Customer Refund	$29.21
		CISPAY16088	263183	Customer Refund	$121.77
		CISPAY16089	263186	Customer Refund	$181.00
		CISPAY16090	263379	Customer Refund	$138.08
				UNASSIGNED TOTAL****	**$7,379.08**
				UTILITY BILL CLEARING FUND Total ***	**$7,379.08**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				Invoice Total: ****	$2,464,639.07

	Number of Invoices	Amount
Vouchers In Richland	353	$444,008.24
Vouchers In Tri Cities	165	$628,963.36
Vouchers In WA	198	$492,198.94
Vouchers Outside WA	674	$899,468.53
Vouchers Final Total................	1390	$2,464,639.07

Ob ject Category	Title	Total	Percentage
2	BENEFITS	$29,036.41	1.18%
3	SUPPLIES	$320,075.01	12.99%
4	OTHER SERVICES & CHARGES	$863,939.62	35.05%
5	INTERGOVERNMENTAL SERVICES	$94,646.39	3.84%
6	CAPITAL PROJECTS	$608,920.47	24.71%
	MACHINERY & EQUIPMENT	$71,689.32	2.91%
	REFUNDS	$7,379.08	0.3%
9	INTERFUND SERVICES	$92.61	0%
	INVENTORY PURCHASES	$468,860.16	19.02%
	Total	$2,464,639.07	

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/18/2018 | Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 187-18, Authorizing a Ninth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	187-18	Resolution

Recommended Motion:

Adopt Resolution No. 187-18, authorizing the City Manager to sign and execute a Ninth Amendment to Purchase and Sale Agreement with The Crown Group, Inc. for the sale of property at 650 George Washington Way.

Summary:

On March 17, 2015, Council authorized a Purchase and Sale Agreement (Contract No. 54-15) with The Crown Group, Inc. for the sale and development of 650 George Washington Way. Since its execution, the Agreement has been amended eight times to: extend the Initial 90-day Contingency Period, authorize an alternative design concept, allow reimbursement for a sewer line relocation, authorize cost-sharing for construction of a retaining wall, surplus City park land for sale to Crown, credit park district impact fees for investments in trail improvements, approve a revised mixed-use residential/retail design, and extend the deadline to start construction to correspond with HUD's loan processing schedule. Crown assigned the Agreement to 650 GWW LLC, owned by Mark Lambert.

On November 30, 2018, just days before the transaction was to close, Lambert discovered that the property is encumbered by a flowage easement held by the U.S. Army Corps of Engineers ("Corps"). The flowage easement was not discovered through the professional title review or during the feasibility period. The flowage easement is an encumbrance that requires relinquishment in order to make the property marketable and/or viable for development.

The City and Lambert believe the flowage easement is excess to the Corps needs as the property is located entirely above standard project flood elevation. The parties are confident that it will be relinquished. However, the relinquishment process takes time based on Corps staff availability and the level of review required by federal law. Lambert is seeking to extend the closing date to no later than May 5, 2019 to accommodate the relinquishment process.

Lambert remains committed and deeply invested in the project, and both parties continue to work together in good faith and remain enthusiastic about the Park Place Apartments, which will drive density into Richland's downtown consist with Council's vision.

Staff recommends approval of Resolution No. 187-18.

Fiscal Impact: No costs are associated with the extension of time to close, aside from *de minimus* costs associated with the delay in receiving future tax revenues from the property.

Attachments:

1. Resolution No. 187-18
2. 9th Amendment to The Crown Group, Inc. PSA (54-15)

RESOLUTION NO. 187-18

A RESOLUTION of the City of Richland authorizing a Ninth Amendment to the Purchase and Sale Agreement by and between the City of Richland and 650 GWW LLC

WHEREAS, on March 17, 2015, Richland City Council adopted Resolution No. 33-15, authorizing execution of a Purchase and Sale Agreement (Contract No. 54-15, hereinafter “Original Agreement”) by and between the City of Richland (hereinafter “City”) and The Crown Group, Inc. (hereinafter “Crown”); and

WHEREAS, on August 5, 2015, the City and Crown executed a First Amendment to Purchase and Sale Agreement extending the initial 90-day Contingency Period under Section 4.4 of the Original Agreement to February 26, 2016; and

WHEREAS, on February 16, 2016, the City and Crown executed a Second Amendment to Purchase and Sale Agreement extending the Initial 90-day Contingency Period under Section 4.4 of the Original Agreement to June 25, 2016; and

WHEREAS, on June 7, 2016, the City and Crown executed a Third Amendment to Purchase and Sale Agreement extending the initial 90-day Contingency Period under Section 4.4 of the Original Agreement to August 18, 2016; and

WHEREAS, on August 10, 2016, Crown submitted a written Extension Notice to the City to exercise its First Extension Period and extend the Contingency Period an additional 90 days to November 16, 2016; and

WHEREAS, on November 11, 2016, Crown submitted a written Extension Notice to the City to exercise its Second Extension Period and extend the Contingency Period and additional 90 days to February 14, 2017; and

WHEREAS, on November 15, 2016, Richland City Council approved a Fourth Amendment to Purchase and Sale Agreement with Crown, authorizing an alternative development concept that includes 5,000 square feet of retail space and no fewer than 60 residential units; and

WHEREAS, on February 8, 2017, Crown submitted a written Extension Notice to the City to exercise its Third Extension Period and extend the Contingency Period an additional 90 days to May 15, 2017; and

WHEREAS, with each Extension Notice submitted, Crown forfeited certain Earnest Money Deposits to the City that are applicable toward the purchase price only upon closing; and

WHEREAS, on May 15, 2017, Crown submitted a written waiver of conditions under the Purchase and Sale Agreement; and

WHEREAS, on September 7, 2017, City Council executed a Sixth Amendment to Purchase and Sale Agreement with Crown, authorizing closing to occur no less than thirty (30) calendar days after Crown receives a firm financial commitment form a viable lender, which was to occur no later than July 10, 2018; and

WHEREAS, on June 19, 2018, City Council executed a Seventh Amendment to Purchase and Sale Agreement with Crown, extending the date by which Crown was to receive the firm financial commitment to September 30, 2018; and

WHEREAS, on April 24, 2018, Crown received an invitation from HUD to submit a Firm Commitment Application for further consideration of funding the project; and

WHEREAS, on September 18, 2018, City Council executed an Eighth Amendment to Purchase and Sale Agreement with Crown, extending the date by which Crown was to receive the firm financial commitment to October 30, 2018; and

WHEREAS, on October 23, 2018, as permitted by the Purchase and Sale Agreement, Crown assigned its interest in the Purchase and Sale Agreement (including all amendments thereto) to 650 GWW LLC ("Purchaser"), of which Mark Lambert is a principal; and

WHEREAS, Purchaser received a firm financial commitment from HUD in compliance with the Purchase and Sale Agreement; and

WHEREAS, immediately prior to closing the transaction, in response to a question raised by HUD, the surveyor engaged by Purchaser discovered that a flowage easement held by the U.S. Army Corps of Engineers (the "Corps") encumbers a portion of the property to be developed. The flowage easement was not discovered by First American Title Insurance Company during the title review; and

WHEREAS, the flowage easement is excess to the Corps needs, and is expected to be relinquished since the property is situated entirely above standard project flood elevation; and

WHEREAS, staff availability and the level of review required by federal law make the federal relinquishment process lengthy; and

WHEREAS, to accommodate the delay, Purchaser has requested a new closing date of on or before May 5, 2019; and

WHEREAS, the City of Richland desires to see successful development at 650 George Washington Way, and finds that an extension of time to facilitate a release and quit claim of the flowage easement is reasonable given the desirability of the proposed project, which is consistent with the Council's long-held vision for the Central Business District and complements the City's efforts related to developing the waterfront.

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 Ninth Amendment to the Purchase and Sale Agreement by and between the City of Richland and Purchaser.

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 18th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST: APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Ninth Amendment to Purchase and Sale Agreement

This **Ninth Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this _____ day of December, 2018 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **650 GWW LLC,** a Washington limited liability company ("Purchaser"), as assignee from The Crown Group, Inc. Seller and Purchaser are referred to collectively as the "Parties."

For valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser agree to the following:

1. The Parties agree to modify specific sections of the Purchase and Sale Agreement as described below:

Section 1.4 shall be modified as follows:

> **1.4. Timing of Conveyance.** The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to permitted exceptions. The Deed shall be delivered to ~~Purchaser at closing.~~ First American Title Insurance Company in Seattle, Washington for recording at least three (3) business days before Closing. Purchaser shall provide customary assurances to the City that if after recording the transaction does not close for any reason, Purchaser shall re-convey the Property to the City free and clear of any interest of Purchaser.

Section 5.2 shall be modified as follows:

> **5.2. Closing Date.** The closing of the transaction and delivery of all items shall occur at First American Title Company, in Seattle, Washington, and shall occur no later than May 5, 2019. ~~thirty (30) calendar days after Seller receives a firm financial commitment from a viable lender, submitted on behalf of Purchaser, evidencing a legal commitment to fund construction of Version 2 (or Version 1, if applicable – *See* Section 10.3.2); provided, however, that Purchaser may extend the date for closing for up to fifteen (15) calendar days if closing is delayed due to the action or inaction of HUD. Purchaser shall provide lender's firm financial commitment to Seller on or before October 30, 2018. Failure by Purchaser to provide the firm financial commitment described herein by October 30, 2018 shall result in immediate termination of this Agreement and forfeiture of all earnest money deposited by Purchaser. The lender's firm financial commitment for Version 2 must reflect a funding commitment for the entire project (combined retail and residential). A lender's firm financial commitment for Version 1, if applicable, must reflect a funding commitment for no less than~~

~~one building, recognizing that this Agreement allows phasing if Version 1 is constructed.~~

Section 6 is hereby amended as follows:

6. <u>Title</u>. ~~Upon closing of escrow as set forth in Section 5,~~ <u>As provided in Section 1.4 (as amended),</u> title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed, subject only to matters to which Purchaser has agreed to take subject or not objected to.

Section 13.17 of the Agreement, entitled Option to Repurchase, as amended by the Fourth, Sixth and Eighth Amendments to the Agreement, shall be modified as follows:

13.17 <u>Option to Repurchase</u>. This Property is being sold to Purchaser in anticipation of a development as described in Section 4.7. Purchaser agrees to initiate construction <u>within 30 days of closing.</u> ~~on or before November 30, 2018; provided, however, that if Closing is delayed by the action or inaction of HUD as contemplated in Section 5.2, Purchaser's obligation to initiate construction shall also be delayed the corresponding number of days Closing is delayed.~~ As used herein, "initiate construction" shall mean mass grading of the Property as defined in approved grading plans submitted to Seller for approval. Failure by Purchaser to initiate construction as defined herein <u>within 30 day of closing</u> ~~on or before November 30, 2018 (subject to extension if Closing is delayed as provided in the first sentence of this Section 13.17)~~ is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. Purchaser shall submit a complete application to Seller for approval of a building permit within (3) months of Closing. Failure of Purchase to submit a complete application for approval of a building permit as provided herein is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. The Seller shall repurchase this Property by giving Purchaser not less than 30 days' notice and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars ($801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be readjusted based on $7.00 per square foot of the property legally described on Exhibit A as determined by survey, less all earnest money paid, and less three hundred thousand and 00/100 dollars ($300,000) (of which $75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), without interest. Seller's right to repurchase includes repurchase, by refunding to Purchaser the original Purchase Price, of the strip of parking that was surplused (as authorized by Resolution No. 25-17) and sold by Seller to Purchaser in conjunction with the sale of 650 George Washington Way. If exercising its option to repurchase, Seller must repurchase both properties simultaneously. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives twenty-four (24) months after Closing or until such time as Purchaser passes a final, complete framing inspection, whichever is earlier. The Seller shall be under no obligation to exercise this option to repurchase. This Section 13.17 Option to Repurchase does not apply if Purchaser's project is secured by a HUD loan.

2. The Parties agree to modify specific exhibits of the Purchase and Sale Agreement as described below:

   - Exhibit A to the original Purchase and Sale Agreement is hereby deleted and new Exhibit A attached hereto is inserted in lieu thereof.

   - Exhibit G-1 is hereby amended to change the Revised Estimated Critical Dates for: (a) Closing document preparation and the initial closing with HUD will fall between the date of this Ninth Amendment and May 5, 2019; and (b) construction to commence within 30 calendar days after Closing. The City acknowledges that the date for HUD issuing a FIRM COMMITMENT was accepted by and satisfied the City.

3. The remaining terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, as amended, shall remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of 650 GWW LLC.

4. That certain Agreement for Purchase and Sale of Real Property, dated April 13, 2017, as amended, between the City and 650 GWW LLC, as assignee of The Crown Group, Inc. (Contract No. 106-17)(the "Parking Area Contract") is hereby amended to make amendments and revisions thereto consistent with this Ninth Amendment. The Parties acknowledge that new Exhibit A hereto is the total property to be conveyed under the Purchase and Sale Agreement and the Parking Area Contract.

5. This Amendment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment as of the day set forth above.

CITY OF RICHLAND – SELLER	**650 GWW LLC – PURCHASER**
_________________________	_________________________
By: Cynthia D. Reents	By: Mark Lambert
Its: City Manager	Its: Manager

APPROVED AS TO FORM

____
Heather Kintzley, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A

A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows;

Lot 3, as described by Quit Claim Deed recorded under Auditor's File Number 2015-003721, records of said County and State (See Record of Survey No. 4577, records of said County and State) as follows;

Lot 3, SHORT PLAT NO. 2586, according to the survey thereof recorded under auditor's file no. 2001-026145, records of Benton County, Washington, EXCEPT that portion deeded to the City of Richland by instrument recorded under auditor's file no. 2006-026479;

TOGETHER WITH a portion of Parcel A of Record of Survey 3050 as recorded in Volume 1 of Surveys on Page 3050, also described in Quit Claim Deed recorded under auditor's file no. 2002-023201, Records of Benton County, Washington AND a portion of Lot 4 of Short Plat 2586, according to the survey thereof recorded under auditor's file no. 2001-026145, more particularly described as follows;

Beginning at the Northwest corner of said Parcel A of said Record of Survey 3050 (Also Lot 4 of Short Plat 2586); thence South 15°22’44” East a distance of 180.47 feet along the West line of said Parcel A to the Northeast corner of Lot 3 of said Short Plat 2586 and the True Point of Beginning; Thence continuing along said West line (common with the East line of said Lot 3) South 18°22’44” East a distance of 83.00 feet; thence continuing along said West line (common with the East line of said Lot 3) South 14°23’25” East a distance of 246.08 feet to the Southeast corner of said Lot 3; Thence leaving said West line and said Southeast corner along a projection of the South line of said Lot 3, North 74°37’46” East a distance of 78.20 feet; thence North 14°06’41” West a distance of 55.91 feet; Thence North 09°33’03” West a distance of 40.10 feet; thence North 13°59’56” West a distance of 158.86 feet; thence North 11°37’20” West a distance of 64.28 feet to a point that intersects a projection of the North line of said Lot 3; thence South 80°58’24” West a distance of 92.21 feet along said projection back to the True Point of Beginning.

TOGETHER WITH a portion of Parcel "A" as described by Quit Claim Deed recorded under Auditor's File Number 2015-003720 records of Benton County, Washington, described as follows:

Beginning at the Northwest corner of said Parcel "A" of said Quit Claim Deed, said corner is lying on the Southerly right-of-way of Lee Blvd. as shown on Record of Survey Number 4577 as recorded in Volume 1 of Surveys on Page 4577 records of said County and State; thence South 15°22’44” East a distance of 180.47 feet along the Westerly line of said Parcel "A" leaving said right-of-way; thence North 80°58’24" East a distance of 92.21 feet along the boundary of said Parcel "A"; thence South 11°37’20" East a distance of 64.27 feet along said boundary; thence South 13°59’56" East a distance of 158.86 feet along said boundary; thence South 09°33’03" East a distance of 40.10 feet along said boundary; thence South 14°06’41" East a distance of 55.91 feet along said boundary; thence South 74°37’46" West a distance of 53.20 feet along said boundary to the TRUE POINT of BEGINNING; thence South 15°22’44" East a distance of 198.00 feet leaving said boundary; thence South 74°37’46" West a distance of 25.00 feet to a point on said boundary of said Parcel "A" of said Quit Claim Deed; thence North 15°22'44" West a distance of 198.00 feet along said boundary; thence North 74°37’46" East a distance of 25.00 feet along said boundary back to the TRUE POINT of BEGINNING.

All of the above also shown of record as New Parcel B of Record Survey No. 5093 recorded on November 28, 2018 under Auditor’s File No. 2018-035014.

PARCEL B

A non-exclusive easement for access over a 25-foot alley as created by Part B, Section 3(A) of Plat of Richland, recorded in Volumes 6 and 7 of plats, records of Benton County, Washington, and depicted on page C of Sheet No. 34 of said plat.