



Agenda
City Council Regular Meeting
Tuesday, April 16, 2019
City Hall Council Chamber | 625 Swift Boulevard

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

Agenda Item:

1. AMI Smart Grid Status (5 minutes)
 - Clint Whitney, Energy Services Director
2. Horn Rapids Residential Update (10 minutes)
 - Mike Stevens, Planning Manager
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. Proclamation of Appreciation to Yichien Cooper for Service on the Arts Commission (5 minutes)
 - Robert Thompson, Mayor
5. CityView Video: Road Construction Projects - Leslie Road (3 minutes)
 - Pete Rogalsky, Public Works Director
6. Ben Franklin Transit Annual Report (7 minutes)
 - General Manager Gloria Boyce

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

7. Proposed Relinquishment of a Utility Easement lying within 1115 Aaron Drive and 1177 Aaron Drive, Resolution No. 52-19
 - Pete Rogalsky, Public Works Director
8. Proposed Relinquishment of an Access and Utility Easement lying within Tract A of Westcliffe Heights Phase 2, Resolution No. 53-19
 - Pete Rogalsky, Public Works Director
9. Proposed Relinquishment of an Access Easement lying within Tract D of Westcliffe Heights Phase 1A, Resolution No. 54-19
 - Pete Rogalsky, Public Works Director

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

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

Minutes:

10. Approve the April 2, 2019 and April 8, 2019 Council Minutes

- Heather Kintzley, City Attorney

Ordinances - First Reading:

11. Ordinance No. 22-19, Amending Section 11.33.010 of the Richland Municipal Code related to Definitions associated with Public Parking

- Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

12. Ordinance No. 23-19, Amending the 2019 Budget to Increase Appropriations in the Electric Utility Fund

- Clint Whitney, Energy Services Director

Resolutions – Adoption:

13. Resolution No. 49-19, Authorizing an Interlocal Agreement with Energy Northwest for Demand Voltage Reduction System Services

- Clint Whitney, Energy Services Director

14. Resolution No. 50-19, Accepting a Donation of Training Equipment to the Fire & Emergency Services Department

- Tom Huntington, Fire and Emergency Services Director

15. Resolution No. 51-19, Approving a First Amendment to the Purchase and Sale Agreement with JJA Properties, LLC

- Kerwin Jensen, Development Services Director

16. Resolution No. 52-19, Authorizing the Relinquishment of a Utility Easement lying within 1115 Aaron Drive and 1177 Aaron Drive

- Pete Rogalsky, Public Works Director

17. Resolution No. 53-19, Authorizing the Relinquishment of an Access and Utility Easement lying within Tract A of Westcliffe Heights Phase 2

- Pete Rogalsky, Public Works Director

18. Resolution No. 54-19, Authorizing the Relinquishment of an Access Easement lying within Tract D of Westcliffe Heights Phase 1A

- Pete Rogalsky, Public Works Director

19. Resolution No. 55-19, Authorizing a Consultant Agreement with JUB Engineers Inc. for the Regional North-South Travel Capacity Study

- Pete Rogalsky, Public Works Director

20. Resolution No. 56-19, Authorizing a Street Latecomer Agreement with Fortunato, Inc. for the Sundance Estates Subdivision
 - Pete Rogalsky, Public Works Director
21. Resolution No. 57-19, Approving the Final Plat of Wild Canyon Phase II
 - Kerwin Jensen, Development Services Director
22. Resolution No. 58-19, Authorizing an Award of Bid to M & L Construction, Inc. for 2019 Horizontal-Directional Boring and Drilling Services
 - Clint Whitney, Energy Services Director

Items for Approval:

23. Approve the Proclamation of Appreciation: Yichien Cooper
 - Heather Kintzley, City Attorney
24. Authorize Travel for Mayor Thompson
 - Cindy Reents, City Manager

Expenditures - Approval:

25. Expenditures from March 25, 2019 - April 5, 2019 for \$8,579,203.79 including Check Nos. 266872-267102, Wire Nos. 7439-7468, Payroll Check Nos. 148968-149491, and Payroll Wire/ACH Nos. 10917-10939
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL WORKSHOP COVERSHEET

Council Date: 4/16/2019

Department: Energy Services

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

AMI Smart Grid Status (5 minutes)

Summary:

Staff will provide an update on contract negotiations for the Advanced Metering Infrastructure (AMI) Smart Grid project.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Agenda Item

Subject:

Horn Rapids Residential Update (10 minutes)

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

City Council Workshop Agenda
Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Presentations

Subject:

Proclamation of Appreciation to Yichien Cooper for Service on the Arts Commission (5 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Presentations

Subject:

CityView Video: Road Construction Projects - Leslie Road (3 minutes)

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Road Construction Update - Leslie Road Storm and Water System Improvements

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Presentations

Subject:

Ben Franklin Transit Annual Report (7 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Public Hearing

Subject:

Proposed Relinquishment of a Utility Easement lying within 1115 Aaron Drive and 1177 Aaron Drive, Resolution No. 52-19

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to receive public comment on the proposed relinquishment of a utility easement lying within 1115 Aaron Drive and 1177 Aaron Drive.

For more details, please refer to the staff report for Resolution No. 52-19.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Public Hearing

Subject:

Proposed Relinquishment of an Access and Utility Easement lying within Tract A of Westcliffe Heights Phase 2, Resolution No. 53-19

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to receive public comment on the proposed relinquishment of an access and utility easement lying within Tract A of Westcliffe Heights Phase 2.

For more details, please refer to the staff report for Resolution No. 53-19.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Public Hearing

Subject:

Proposed Relinquishment of an Access Easement lying within Tract D of Westcliffe Heights Phase 1A, Resolution No. 54-19

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to receive public comment on the proposed relinquishment of an access easement lying within Tract D of Westcliffe Heights Phase 1A.

For more details, please refer to the staff report for Resolution No. 54-19.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approve the April 2, 2019 and April 8, 2019 Council Minutes

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approved the minutes of the Council meeting held April 2, 2019 and the special workshop held on April 8, 2019.

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft April 2, 2019 Council Meeting Minutes
2. Draft April 8, 2019 Council Special Workshop Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, April 2, 2019

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

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

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Interim Police Services Director Taylor and Deputy City Clerk Barham.

Agenda Item

1. Executive Session Per RCW 42.30.110(1)(ii): Discuss Current Litigation with Legal Counsel - Litigation Update (20 minutes)

MAYOR THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS CURRENT LITIGATION WITH LEGAL COUNSEL - LITIGATION UPDATE FOR 20 MINUTES. THE MOTION CARRIED 6-0.

Interim Police Services Director Taylor and Deputy City Clerk Barham left the workshop at 7:00 p.m.

MAYOR THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:20 P.M. THE MOTION CARRIED 6-0.

The doors to the pre-meeting workshop re-opened to the public and staff at 7:20 p.m.

2. Discuss Meeting Agenda Items (10 minutes)

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

Mayor Thompson announced that TRIDEC scheduled a meeting with the Confederated Tribes of the Umatilla Indian Reservation on Wednesday, April 3, 2019 to discuss the river shore reconveyance. City Manager Reents, Parks & Public Facilities Director

Schiessl and Mayor Thompson will attend on behalf of the City of Richland.

Mayor Thompson also commented on the state and federal legislation affecting funding related to Hanford site clean-up efforts.

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, Anderson, Kent and Lemley were present.

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO EXCUSE COUNCILMEMBER LUKSON. THE MOTION CARRIED 6-0.

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

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 ALVAREZ SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations

3. Proclamation of Appreciation and Plaque to Kent Madsen for Service on the Planning Commission (5 minutes)

Mayor Thompson read the proclamation of appreciation, then presented the proclamation and a plaque to Mr. Madsen and thanked him for his years of service on the Planning Commission.

Mr. Madsen accepted the items and expressed appreciation to Council, Commissioners,

staff and citizens he worked with during his time participating on the Planning Commission.

4. New Hires/Retirement (5 minutes)

Ms. Koch announced the retirement of Corey Stratton, General Craftsworker, who served the City for 24 years. Ms. Koch also named three new employees hired in March 2019: Sarah Gates, SECOMM Operations GIS/CADD Technician; Colton Casillas, Firefighter; and Christopher Willette, Firefighter.

5. 2018 Fire and Emergency Services Annual Report (7 minutes)

Fire Chief Huntington gave his 2018 Annual Fire & Emergency Services Report to Council.

Public Hearing

No public hearings were scheduled.

Public Comments

Deputy City Clerk Barham read the Public Comments procedure.

Consent Calendar

Deputy City Clerk Barham read the Consent Calendar.

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

Minutes

6. Approve the March 19, 2019 and March 26, 2019 Council Minutes

Ordinances - First Reading

7. Ordinance No. 23-19, Amending the 2019 Budget to Increase Appropriations in the Electric Utility Fund

Ordinances - Second Reading/Passage

8. Ordinance No. 21-19, Amending Richland Municipal Code Section 19.30.010 related to Pre-Application Conferences

Resolutions – Adoption

9. Resolution No. 40-19, Approving the Final Plat of The Reserve at Summerview Terrace Phase I

10. Resolution No. 41-19, Accepting the Washington Association of Sheriffs and Police Chiefs Human Trafficking Grant Funds for 2019
11. Resolution No. 42-19, Consenting to Washington State University's Request to Sell Property Previously Gifted by the City of Richland
12. Resolution No. 43-19, Authorizing a Use Agreement with the United States Bureau of Reclamation related to the Clearwater Creek Development
13. Resolution No. 44-19, Approving the Final Plat of Westcliffe Heights Phase 1B
14. Resolution No. 46-19, Authorizing the Award of Bid to Scarsella Brothers, Inc. for the Horn Rapids Landfill Disposal Capacity Improvements Phase 1A Project
15. Resolution No. 47-19, Authorizing the Award of Bid to Intermountain Slurry Seal, Inc. for the 2019 Asphalt Rubberized Chip Seal Project
16. Resolution No. 48-19, Approving Lodging Tax Funding Awards

Items for Approval

17. Appointment to the Parks and Recreation Commission: Barry Richards
18. Proclamations of Appreciation: Tyler Andersen, Kent Madsen, Katie Mair and Sebastian Marichalar

Expenditures - Approval

19. Expenditures from March 11, 2019 - March 22, 2019 for \$8,309,840.32 including Check Nos. 266462-266871, Wire Nos. 7412-7438, Payroll Check Nos. 148431-148967, and Payroll Wire/ACH Nos. 10902-10916

Items of Business

Mayor Thompson, City Attorney Kintzley and Deputy City Clerk Barham read the closed record hearing procedures.

City Attorney Kintzley asked the councilmembers if they had any conflict disclosures to make related to the closed-record business items. No disclosures were made by Council.

City Attorney Kintzley asked the audience if any interested party to the business items had an objection to any Councilmember's participation in the closed-record review. No objections were raised.

City Attorney Kintzley asked if any interested party to the business items had an objection to proceeding on jurisdictional grounds. No objections were raised.

20. Resolution No. 39-19, Approving the Preliminary Plat of Marcello Estates (Closed Record)

Mr. Stevens provided a summary of the Preliminary Plat of Marcello Estates and the Hearing Examiner's recommendation of conditional approval.

Steven Bauman, RP Development General Manager, 6159 West Deschutes Avenue, Kennewick, WA, stated that his company represents the applicant. Mr. Bauman thanked the neighbors and City staff who worked through the plat process, and stated he was available to answer questions regarding the development.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO ADOPT RESOLUTION NO. 39-19, APPROVING THE PRELIMINARY PLAT OF MARCELLO ESTATES. THE MOTION CARRIED 6-0.

21. Resolution No. 45-19, Approving the Preliminary Plat of Goose Ridge Estates (formerly Monson Family Estates) (Closed Record)

Mr. Stevens provide a summary of the Preliminary Plat of Goose Ridge Estates and the Hearing Examiner's recommendation of conditional approval.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO ADOPT RESOLUTION NO. 39-19, APPROVING THE PRELIMINARY PLAT OF GOOSE RIDGE ESTATES. THE MOTION CARRIED 6-0.

Reports and Comments

City Manager

Ms. Reents expressed appreciation to the Fire & Emergency Services Department staff for the work that has been done in the past five years in order to realize their goals, along with the support that other directors provide to Chief Huntington and his staff. Ms. Reents also reminded Council about the Special Workshop scheduled for Monday, April 8, 2019 at City Shops to discuss future public safety facilities.

City Council

Councilmember Alvarez shared a story of a Texas city that recently hosted a viewing of the NCAA Tournament playoffs in their Council Chamber. Councilmember Alvarez also commented on the fun he had distributing Girl Scout badges to the scouts selling cookies.

Councilmember Lemley reported that he and Mrs. Reents attended a celebration of the new direct flight from Pasco to Los Angeles at the Pasco Regional Airport.

Councilmember Kent reported that, on March 29, 2019, she attended two (2) ribbon cutting ceremonies celebrating Gravis Law and Empowered Health. The entities share space in the same recently remodeled building in The Parkway.

Mayor

Mayor Thompson commented on the federal funding issues related Hanford Site clean-up efforts.

Adjournment

Mayor Thompson adjourned the meeting at 8:27 p.m.

APPROVED:

ATTESTED:

Robert J. Thompson, Mayor

Debby Barham, Deputy City Clerk

DATE APPROVED: _____

DATE PUBLISHED: _____



MINUTES

RICHLAND CITY COUNCIL SPECIAL WORKSHOP MEETING

City Shops, Room No. 105 A and B ~ 2700 Duportail Street

Monday, April 8, 2019

City Council Special Workshop - 5:00 p.m.

Mayor Thompson called the Council workshop to order at 5:00 p.m. in Room Nos. 105 A and 105 B (combined) at the City Shops.

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

Also present were City Manager Reents, Assistant City Manager Amundson, Fire and Emergency Services Director Huntington, Administrative Services Director Koch, Parks and Public Facilities Director Schiessl, Interim Police Services Director Taylor, Energy Services Director Whitney and Deputy City Clerk Barham.

Agenda Items

1. Future Public Safety Facilities (2 hours)

City Manager Reents introduced the topic of future public safety facilities to Council.

Fire Chief Huntington and Interim Police Chief Taylor reported on the current state of the community, to include information concerning the City's growth, geographic distribution, development areas in the peripheries of the City, and demographic and population changes. Next, they provided an overview of the current state of public safety, to include staffing issues, changes in neighboring jurisdiction deployment modes, other challenges and emerging gaps. They also provided statistics on 2018 Priority 1 response times and Richland Police Department's calls for service compared to the self-initiated activity over the past five (5) years.

Council and staff discussed long-term needs for enhanced and/or new public safety facilities, and reviewed a variety of options for funding such facilities.

Council requested that staff provide the following:

1. Financial models for the future public safety facilities;
2. Anticipated population growth statistics in north, central and south Richland; and
3. Comparison with other fire and police services within the region.

Adjournment

Mayor Thompson adjourned the workshop at 6:37 p.m.

APPROVED:

Robert J. Thompson, Mayor

ATTESTED:

Debby Barham, Deputy City Clerk

DATE APPROVED: _____**DATE PUBLISHED:** _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 22-19, Amending Section 11.33.010 of the Richland Municipal Code related to Definitions associated with Public Parking

Department:
City Attorney

Ordinance/Resolution Number:
22-19

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 22-19, amending Section 11.33.010 of the Richland Municipal Code related to definitions associated with public parking.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into compliance with current practice, or to eliminate ambiguity or conflict.

Ordinance No. 22-19 will enable the City to enforce its codified parking regulations on municipal parking lots both owned or leased by the City of Richland. This amendment is necessary to authorize the City to regulate parking in the parking lot intended to serve the new City Hall, which is owned by the federal government, but anticipated to be leased to the City. The parties are in discussion regarding the details of the proposed lease arrangement.

Staff recommends approval of Ordinance No. 22-19 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 22-19

ORDINANCE NO. 22-19

AN ORDINANCE of the City of Richland amending Section 11.33.010 of the Richland Municipal Code related to definitions associated with public parking restrictions.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguity, align current practices, or bring the code into compliance with state or federal law; and

WHEREAS, the City intends to enter into an agreement with the federal government that will allow for shared parking in the Richland Federal Building parking lot in exchange for the City's enforcement of parking violations in said lot; and

WHEREAS, to establish the proper authority for such enforcement, the definition of a "municipal parking lot" must be amended to include leased parking facilities.

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

Section 1. Section 11.33.010 of the Richland Municipal Code, entitled Definitions, as first enacted by Ordinance No. 12-01, and last amended by Ordinance No. 10-14, is hereby amended as follows:

11.33.010 Definitions.

"Alley" shall mean a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments.

"Boat" shall mean any type of watercraft or vessel used primarily for transportation on the water. The term "boat" shall include personal watercraft that uses a motor-powered jet pump as its primary source of motor power designed to be operated by a person sitting, standing or kneeling on the watercraft.

"Camper (pickup)" shall mean a structure designed to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for recreational use, camping or vacation use.

"Large vehicle" shall mean any vehicle that exceeds 12,000 pounds gross weight.

"Motor home" shall mean a motor vehicle or device primarily designed as a temporary living quarters for recreation, camping or travel use.

"Municipal parking lot" shall mean a parking lot leased or owned by the city and posted with signage designating the lot as a city-owned parking lot.

“Recreational vehicle” shall mean any camp trailer, travel trailer or fifth wheel designed to provide temporary living quarters for recreational camping or travel use, constructed with integral wheels to make it mobile and/or towable by motor vehicle.

“Roadway” shall mean the portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles.

“Snowmobile” shall mean a vehicle with a continuous tread and runner type steering device used primarily for transportation on the snow.

“Storage container” shall mean any large metal portable cargo container, such as a conex box, used to ship, store, or dispose of items of personal property. Refuse containers made available under RMC Title 15 are not included in the definition of “storage container.”

“Stored” or “storage” shall mean parking or placing of boats, campers (pickup), large vehicles, motor homes, recreational vehicles, snowmobiles or utility trailers for more than five consecutive days; provided, however, that any boat trailer stored at a marina or dock facility for more than 24 hours must be accompanied by a valid moorage permit.

“Utility trailer” shall mean a structure or device with or without its own mode of power, designed and/or used to transport goods, equipment, boats, snowmobiles, vehicles or other devices and materials.

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 4 - Manage our Natural Resources

Subject:

Ordinance No. 23-19, Amending the 2019 Budget to Increase Appropriations in the Electric Utility Fund

Department:

Energy Services

Ordinance/Resolution Number:

23-19

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 23-19, amending the 2019 Budget to increase appropriations in the Electric Utility Fund.

Summary:

City of Richland Energy Services (RES) operates an energy efficiency program and provides over \$2 million in incentives biennially to customers who install measures that save energy. RES customers fund the incentives through the Bonneville Power Administration (BPA) wholesale power purchases made with retail electric rate revenues. RES receives the funds from BPA through Contract No. 182-17 Energy Conservation Agreement with BPA.

BPA has made available \$75,000 in additional Energy Efficiency Incentive (EEI) funds due to an EEI funds transfer from U.S. Department of Energy - Richland Operations to RES. RES will use the funds for lighting project incentives for the Volpentest HAMMER Federal Training Center, a U.S. Department of Energy facility operated by Mission Support Alliance (MSA). MSA is conducting two lighting projects that are estimated to save 500,000 kWh -- enough energy for thirty-four Richland homes for one year.

Ordinance No. 23-19 appropriate the funds from BPA to the City's Electric Utility Fund for use. Staff recommends approval of Ordinance No. 23-19 for second reading and passage.

Fiscal Impact:

This budget amendment will result in a \$75,000 increase to the approved 2019 City Budget in the Electric Utility Fund.

Attachments:

- I. Ordinance No. 23-19

ORDINANCE NO. 23-19

AN ORDINANCE of the City of Richland amending the 2019 Budget to provide for additional appropriations in the City's Electric Utility Fund.

WHEREAS, on November 20, 2018, the Richland City Council passed Ordinance No. 60-18 approving the 2019 Budget; and

WHEREAS, Richland Energy Services (RES) operates an energy efficiency program that incentivizes customers for installing energy-saving measures in their homes and businesses; and

WHEREAS, pursuant to the Energy Services Agreement between the City of Richland and the Bonneville Power Administration (BPA) (Richland Contract No. 182-17), BPA reimburses the City for the energy saved; and

WHEREAS, the City is entitled to an additional \$75,000 in energy conservation program funds from BPA made available by a transfer from the U.S. Department of Energy - Richland Operations, and authorized by the existing Energy Conservation Agreement; and

WHEREAS, program funds will be utilized to incentivize customers for energy-saving installations; and

WHEREAS, no funds were appropriated in the Electric Utility Fund in the 2019 Budget for this additional Energy Conservation Program funding.

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

Section 1. Amendment of the 2019 Budget. The 2019 Budget is hereby amended to provide additional appropriations in the Electric Utility Fund from the BPA Energy Conservation Program as follows:

Fund

Current Appropriation:	\$ 83,661,985
Increase in Appropriation:	\$ <u>75,000</u>
Amended Appropriation:	\$ <u>83,736,985</u>

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: April 21, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 49-19, Authorizing an Interlocal Agreement with Energy Northwest for Demand Voltage Reduction System Services

Department:

Energy Services

Ordinance/Resolution Number:

49-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 49-19, authorizing the City Manager to sign and execute an interlocal agreement with Energy Northwest for demand voltage reduction system services.

Summary:

The City of Richland is a participating member of Energy Northwest (EN), which is organized as a Joint Action Agency under Washington law. EN has available staff with experience in implementation of control systems who are able to work with the City of Richland to implement a Demand Response by Voltage Reduction (DR by VR) system.

DR by VR is a method of reducing electrical demand temporarily and on short notice in order to reduce wholesale peak demand charges. In order to introduce a demand response system, hardware and software must be installed to automatically raise and lower voltage levels based on an algorithm responding to real time demand readings.

The voltage levels will be incrementally raised and lowered using substation transformers. The City of Richland's demand charges equate to roughly 10% of total wholesale power costs. By implementing a demand response system, the City of Richland stands to save a portion of these charges.

The proposed interlocal agreement with Energy Northwest allows the parties to work together on implementation of the DR by VR system for the benefit of RES customers. Staff recommends approval of Resolution No. 49-19.

Fiscal Impact:

Budget for these services are included in the approved 2019 City budget in the Electric Fund. This time and materials contract is not expected to exceed \$38,000. Ongoing software maintenance costs are also included in the agreement.

Attachments:

1. Resolution No. 49-19
2. Interlocal Agreement with Energy Northwest - DVR

RESOLUTION NO. 49-19

A RESOLUTION of the City of Richland authorizing an interlocal cooperative agreement with Energy Northwest for Demand Voltage Reduction System services.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Richland desires to obtain Demand Voltage Reduction System services to support the needs of its electric utility to reduce its system peak demand and wholesale energy expenses; and

WHEREAS, Energy Northwest has the capacity and is willing to perform certain work for the City hereinafter described in accordance with the provisions of the proposed interlocal agreement; and

WHEREAS, Energy Northwest is qualified to perform the work, all relevant factors considered, and such performance will be in furtherance of the City's business.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement between the City of Richland and Energy Northwest for Demand Voltage Reduction System services.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney



**INTERAGENCY/INTER-LOCAL AGREEMENT NUMBER X-40649
BETWEEN
ENERGY NORTHWEST AND THE CITY OF RICHLAND
TO PROVIDE DEMAND VOLTAGE REDUCTION SYSTEM SERVICES**

As provided under RCW Title 39, Chapter 39.34, this Interlocal Agreement for Services (the "Agreement") is by and between The City of Richland in the State of Washington, with offices located at 625 Swift Blvd., Richland, WA 99352 (hereinafter referred to as "CR"), and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington doing business by and through its Business Development Fund, with its principal office at P.O. Box 968 Richland, WA 99352 (hereinafter "Energy Northwest").

WHEREAS, CR desires to obtain Demand Voltage Reduction System Services to support the needs of Richland Energy Services; and

WHEREAS, Energy Northwest has the capacity and is willing to perform certain work for CR hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, CR finds that Energy Northwest is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of CR's business; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments, such as the Parties to this Agreement, to contract for joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. AUTHORITY AND PURPOSE

This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship under which CR can procure Demand Voltage Reduction System Services (Services) from Energy Northwest and Energy Northwest can avail its employees for that purpose to support needs of Richland Energy Services (RES), and to set forth the Parties' respective rights, obligations, costs and liabilities for this undertaking. This Agreement shall be reasonably construed in furtherance of this purpose.

Energy Northwest Responsibilities:

EN shall provide the necessary labor, supervision, materials and equipment for the following Work as requested by City of Richland:

- Initial Software Setup and Configuration
- Assistance with installation and setup of field devices
- Hosting of the Demand Voltage Reduction system on the Energy Northwest Distributed Energy Resource Management System (EN-DERMS)

Deliverables:

- One OpenView User Interface License
- Unlimited read-only web access
- Demand Voltage Reduction for each substation transformer
- Graphical trending and archiving all analog min/max/integral/average values once an hour with online storage for two years

City of Richland Responsibilities:

Purchase and install substation hardware

Provide communications from the substation hardware to the EN-DERMS

2. TERM

The initial term of this Agreement shall commence upon execution by the Parties and filing as set forth in Section 4, and shall be for a period of 1 year unless terminated earlier as provided in Section 10.5 (Termination). Such term may be extended in accordance with Section 3 of this Agreement.

3. EXTENSIONS

The term of this Agreement may be extended from the date that this Agreement was initially executed by mutual written agreement of the Parties and upon the same terms and conditions as set forth in this Agreement. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of the Agreement.

4. FILING

This Agreement shall be effective only upon execution by the Parties and filing with the Benton County Auditor and/or posting an electronic copy of the Agreement on the Parties' respective websites in compliance with RCW 39.34.040.

5. PAYMENT AND INVOICING TERMS

5.1 Compensation for the services provide in accordance with this Agreement has been established under the terms of RCW 39.34.130. The fee for providing this Service shall be as per the following:

- a. Initial Software Setup License (up to 1000 SCADA Points) - \$6,000. This is a one-time fee.
- b. Monthly EN-DERMS software and hosting services - \$1,500.00. Subject to an annual escalation based on Energy Northwest increased overhead charges. Actual software and hosting services rate is fixed for three (3) years.
- c. Actual EN labor costs – costs attributed to field hardware installation and integration. Clint Gerkenmeyer - \$157.06 per hour. Subject to annual rate increase(s).

5.2 Payment for Services. Charges will be invoiced to CR by Energy Northwest and will provide detail on the number of chargeable hours, travel, subsistence charges, and any special services delivered as they are ordered/approved by CR.

5.3 Reimbursable Costs. CR shall reimburse Energy Northwest all costs incurred in connection with the Services rendered, including, but not limited to, travel costs, subcontractors, materials (subcontract and materials costs include the supplier's invoiced cost to Energy Northwest plus Energy Services & Development Overhead charge), computer costs, telephone, copies, delivery that are attributable to a project or Service (the "Reimbursable Costs"). Energy Northwest shall provide to CR substantiation of Reimbursable Costs incurred.

5.3 Invoicing. Invoices will be submitted monthly by Energy Northwest for payment by CR. Payment is due upon receipt and is past due thirty (30) days from receipt of invoice. If CR has any valid reason for disputing any portion of an invoice, CR will so notify Energy Northwest within seven (7) calendar days of receipt of invoice by CR, and if no such notification is given, the invoice will be deemed valid. The portion of an invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. That portion of the invoice in dispute shall be resolved in accordance with Section 10.8 of this Agreement within thirty (30) days of the receipt by Energy Northwest of the notice from CR as provided in this section.

5.4 Attorney Fees. Any attorney fees, court costs, or other costs incurred by Energy Northwest in collection of delinquent accounts shall be paid by CR.

5.5 Taxes. CR shall pay all state, local sales and use taxes applicable to goods and services provided under this Agreement. Energy Northwest shall include sales tax charges, separately identified, in the Energy Northwest invoices to CR.

6. CHANGES

CR may, with the approval of Energy Northwest, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or Energy Northwest may be directed to change the direction of the work covered by the Agreement, but no change will be allowed unless agreed to by Energy Northwest in writing. Any such approved Change Order may result in an adjustment to Cost or Schedule or both for the Services.

7. STANDARD OF CARE - WARRANTY

- 7.1 Energy Northwest warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. Such warranty will be effective for a period of 30 days from the date of acceptance of the performance of such service. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed
- 7.2 Remedy. CR's exclusive remedy for any claim relating to this Agreement will be for Energy Northwest, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Energy Northwest is at fault; or (ii) return to CR the fees paid by CR to Energy Northwest for the particular service provided that gave rise to the claim, subject to the limitation contained in Section 8.4. For the foregoing warranty and remedy to apply, written claim must be made to Energy Northwest as soon as reasonably practicable after the non-conformance is detected by CR and in no event later than the expiration of the aforesaid warranty period. CR agrees and hereby acknowledges that this remedy is adequate and serves its essential purpose.
- 7.3 THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ENERGY NORTHWEST CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

8. INDEMNIFICATION AND LIABILITY

- 8.1 Indemnification. To the extent of its comparative liability, each party shall indemnify, defend, and hold the other party, its departments, elected and appointed officials, employees, and agents harmless from and against any and all claims, demands, damages, losses, actions, liabilities, costs, and expenses, including attorney's fees, for any bodily injury, sickness, disease, or death, or any damage or destruction of property, including the loss of use therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the other party, its officials (elected or

appointed), officers, directors, employees and agents.

- 8.2 Mutual Indemnify. If the claim, suit or action for injuries, death or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the Parties or their respective agents or employees, the indemnity provision shall be valid and enforceable only to the extent of the indemnitor's/indemnatee's negligence.
- 8.3 Industrial Insurance Act. The indemnification obligations contained in Section 8.1 shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that said indemnifying party may have under the Washington Industrial Insurance Act, Title 51 RCW, and similar worker's compensation, benefit or disability laws. THE PARTIES ACKNOWLEDGE BY THEIR EXECUTION OF THIS AGREEMENT THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY THE PARTIES.
- 8.4 Limitation of Liability. Except for the indemnifications set forth in Section 8.1, neither Party shall be liable for any special, indirect, consequential, lost profits, or punitive damages. The limitation of liability set forth herein is for any and all matters for which the Parties may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort (negligence of whatever degree), strict liability, under any warranty, or under any other legal or equitable theory of law, of any nature arising at any time from any cause whatsoever.
- 8.5 CR agrees to limit Energy Northwest's liability to CR for any damage on account of any error, omission or negligence to the amount of payment received by Energy Northwest from CR for the particular service that gave rise to the claim and CR shall indemnify and hold Energy Northwest harmless for any amount in excess of the above agreed to limit. Energy Northwest's cumulative liability to CR under this Agreement is limited to the assets of the Business Development Fund of Energy Northwest. Obligations of the Energy Northwest Business Development Fund are not, nor shall they be construed as, general obligations of Energy Northwest or other Energy Northwest projects or funds.

9. INSURANCE

- 9.1 Each party shall secure and continuously carry in effect, with an insurance company or solvent risk pool, the following insurance/liability coverage:
- 9.2 Each party shall maintain insurance/liability coverage for bodily injury and property damage. Such insurance/liability coverage shall include provisions that such insurance is primary insurance with respect to the interest of each party, and that any insurance maintained by the party is excess and not contributory insurance with insurance required hereunder; and provisions to include broad form comprehensive liability and

blanket contractual liability. Initial limits of liability for all required under this paragraph shall be \$1 Million (\$1,000,000) for each occurrence and \$2 Million (\$2,000,000) general aggregate. The parties agree that risk pool coverage that is equivalent to the values identified herein is satisfactory to meet the requirements of this section.

9.3 All coverage required hereunder shall not be canceled without thirty (30) days prior written notice to the other party.

9.4 Survival. Articles 7 and 8 shall survive the expiration or termination of this Agreement for any reason.

10. MISCELLANEOUS

10.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to CR's ability to pay for the Services in a timely fashion, Energy Northwest may demand in writing adequate assurances of CR's ability to meet its payment obligations under this Agreement. Unless CR provides the assurances in a reasonable time and manner acceptable to Energy Northwest, in addition to any other rights and remedies available, Energy Northwest may partially or totally suspend its performance while awaiting assurances, without liability to CR.

10.2. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

10.3 Waiver. Waiver or breach of this Agreement by either party shall not be considered a waiver of any other subsequent breach

10.4 Independent Contractor. Energy Northwest is an independent contractor to CR. No personnel furnished by Energy Northwest shall be deemed under any circumstances to be the agent, employee or servant of CR.

10.5 Termination. Any party shall have the right to terminate this Agreement with or without cause at any time during the initial or extended term of this Agreement by giving thirty (30) days' written notice of the termination to the other party by regular mail to the person identified in Section 10.6. Termination will be effective on the 31st day from the date the written notice was sent.

- 10.6 Notices All notices or other communications hereunder shall be in writing and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Energy Northwest:	If to City of Richland:
Energy Northwest	City of Richland
Attn: Sherri Schwartz	Attn: Clint Whitney
Principal Contracting Officer	Energy Service Director
P. O. Box 968	625 Swift Blvd. MS-23
Richland, WA 99352-0968	Richland, WA 99352
Telephone: (509) 372-5072	Telephone: (509) 942-7402

Any party may, by notice given in accordance with this Section to the other Parties, designate another address or person or entity for receipt of notices hereunder.

- 10.7 Assignment. This Agreement is not assignable or transferable by either party without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 10.8 Disputes. Energy Northwest and CR recognize that disputes arising under this Agreement are best resolved at the working level by the Parties directly involved. Both Parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, then the Parties may take other appropriate action subject to the other terms of this Agreement.
- 10.9 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 10.10 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.
- 10.11 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit Energy Northwest's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement. Energy Northwest and CR shall each have the right to use all data collected or generated under this Agreement.

- 10.12 Non-solicitation of Employees. During and for one (1) year after the term of this Agreement, CR will not solicit the employment of Energy Northwest's personnel without Energy Northwest's prior written consent.
- 10.13 Cooperation. CR will cooperate with Energy Northwest in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. CR agrees that the Energy Northwest's performance is dependent on CR's timely and effective cooperation with Energy Northwest. Accordingly, CR acknowledges that any delay by CR may result in Energy Northwest being released from an obligation or scheduled deadline or in CR having to pay extra fees for Energy Northwest's agreement to meet a specific obligation or deadline despite the delay.
- 10.14 Governing Law and Interpretation. This Agreement will be governed by and construed in accordance with the laws of Washington, without regard to the principles of conflicts of law. Each Party agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Washington, in Benton County.
- 10.15 Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between CR and Energy Northwest respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties hereto.
- 10.16 Force Majeure. Energy Northwest shall not be responsible for delays or failures (including any delay by Energy Northwest to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third Parties.
- 10.17 Use By Third Parties. Work performed by Energy Northwest pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. CR agrees not to use any documents produced under this Agreement for anything other than the intended purpose without Energy Northwest's written permission. This Agreement shall, therefore, not create any rights or benefits to Parties other than to CR and Energy Northwest.
- 10.18 Entity Status. This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.

- 10.19 Records Retention. CR shall, at its sole expense and in compliance with the Washington State Archivist's retention schedule, retain accurate books, records and original documentation originated under the Agreement, which information shall be freely disclosed to Energy Northwest, its representatives, the Washington State Auditor, and the Bonneville Power Administration to permit verification of performance and Energy Northwest's entitlement to payment under this Agreement, and to support any change requests, termination claims or any other claim submitted by Energy Northwest. A copy of these records shall be available to Energy Northwest upon request.
- 10.20 Public Records. In the event Public Record Act requests are received by either Party for records associated with this Agreement, the Parties shall cooperate for purposes of responding to such requests; provided, however, that nothing in this Agreement grants either Party thereto the authority to limit or otherwise control the other Party's responses under the Public Records Act. Instead, to the extent that coordinated responses cannot be achieved as contemplated herein, the disclosing Party shall provide written notice to the non-disclosing party of its intent to disclosure responsive records. Such notice shall be sufficiently advanced so as to allow the non-responding Party a meaningful opportunity to seek court intervention prior to release.
- 10.21 Non-Discrimination. The Parties agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last below written:

ENERGY NORTHWEST	CITY OF RICHLAND
Name: Sherri Schwartz	Name: Cynthia D. Reents
Title: Principal Contracting Officer	Title: City Manager
Date:	Date:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 50-19, Accepting a Donation of Training Equipment to the Fire & Emergency Services Department

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

50-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 50-19, accepting a donation of training equipment to the Fire & Emergency Services Department and expressing appreciation.

Summary:

This donation is offered to the Fire & Emergency Services Department by a Richland resident as a sign of appreciation for services provided to her spouse.

The donor specifically asked to remain anonymous, and wants to donate equipment that would enhance training for Richland firefighters/EMS providers. A copy of the donation letter is provided. The item provided by this generous citizen, a cooling unit for a training and rehabilitation shelter, meets a previously identified training need. The cooling unit and shelter it services will offer protection from the elements during both training events and incident response during the hottest months of the year.

The equipment is valued at approximately \$4,000.

Resolution No. 50-19 accepts the donated equipment and expresses appreciation for the donation. Staff recommends approval.

Fiscal Impact:

The donation of equipment, valued at approximately \$4,000, eliminates the need for the City to expend an equivalent amount to procure the same item in the future.

Attachments:

1. Resolution No. 50-19
2. 2019 Cooling Unit Donation letter

RESOLUTION NO. 50-19

A RESOLUTION of the City of Richland accepting a donation of training equipment for the Fire and Emergency Services Department and expressing appreciation.

WHEREAS, the City of Richland Fire and Emergency Services Department (the "Department") provides fire and emergency medical services to the community; and

WHEREAS, an anonymous donor whose family received the benefit of services from the Department requested the opportunity, as an act of appreciation, to donate equipment to the Department to fulfill an identified training need; and

WHEREAS, the Department's training program needs a training and rehab shelter cooling unit; and

WHEREAS, the anonymous donor purchased the needed equipment, valued at approximately \$4,000, for the purpose of donating it to the City of Richland Fire and Emergency Services Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that, on behalf of the citizens of the City of Richland, the City hereby accepts the donation of equipment as stated herein and publicly expresses appreciation to the anonymous donor.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney



January 31, 2019

Chief Huntington
Richland Fire Department
1000 George Washington Way
Richland, WA 99352

Dear Chief Huntington,

Last year we met to discuss a donation of equipment to the Richland Fire Department in appreciation for all the assistance the department provided to me and my husband over many years. Although I was able to donate some equipment one item was not yet purchased until now. I recently made arrangements to have the following item shipped to your location. Please accept this donation of the following equipment:

One C-15 Air Conditioning 15K BTU cooling unit valued at approximately \$4000.00.

I would appreciate it if you could accept this donation without mentioning my name. I prefer to remain anonymous.





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 51-19, Approving a First Amendment to the Purchase and Sale Agreement with JJA Properties, LLC

Department:

Development Services

Ordinance/Resolution Number:

51-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 51-19, authorizing the City Manager to sign and execute a First Amendment to the Purchase and Sale Agreement with JJA Properties, LLC to extend the closing date.

Summary:

On December 4, 2018, City Council adopted Resolution No. 168-18 authorizing the execution of a Purchase and Sale Agreement with JJA Properties, LLC to acquire 3.03 acres of real property in the Horn Rapids Business Center.

City staff is requesting an extension of the closing date in order to allow for review and approval of the pending binding site plan. The winter weather delayed completion of the survey work in the field. Therefore, an extension of the closing date is needed to comply with the terms of the Purchase and Sale Agreement.

Staff recommends approval of Resolution No. 51-19.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 51-19

RESOLUTION NO. 51-19

A RESOLUTION of the City of Richland approving a First Amendment to the Purchase and Sale Agreement by and between the City of Richland and JJA Properties, LLC.

WHEREAS, on December 11, 2018, the City of Richland entered into a Purchase and Sale Agreement (Contract No. 377-18) with JJA Properties, LLC; and

WHEREAS, pursuant to said Purchase and Sale Agreement, JJA Properties, LLC agreed to purchase 3.03 acres of City-owned property along Henderson Loop West in the Horn Rapids Business Center; and

WHEREAS, pursuant to said Purchase and Sale Agreement, JJA Properties, LLC was to close the land transaction no later than April 18, 2019; and

WHEREAS, the City is requesting an extension of the closing deadline to May 3, 2019 to complete necessary survey work; and

WHEREAS, JJA Properties, LLC has no objection to extending the closing deadline to May 3, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a First Amendment to Purchase and Sale Agreement with JJA Properties, LLC in substantially the form attached hereto as **Exhibit A**.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

Amendment to Purchase and Sale Agreement

This **First Amendment** to the December 11, 2018 Purchase and Sale Agreement ("Amendment") is made and entered it on this ____ day of April, 2019, by and between the **City of Richland**, a Washington municipal corporation ("Seller"), and **JJA Properties, LLC**, an Oregon limited liability company ("Purchaser").

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

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **Seller and Purchaser agree** to modify the existing Purchase and Sale Agreement as described below.

Section 6 is amended as follows:

6. Closing. Closing shall occur in the office of the Title Company on or before May 3, 2019. If Closing does not occur, through no fault of the Seller, by May 3, 2019, then this Agreement shall automatically terminate and all earnest money will be forfeited. ~~the date that is sixty (60) calendar 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.

Except as expressly amended and modified by this Amendment, all terms and conditions of the Purchase and Sale Agreement executed December 11, 2018 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 JJA Properties, LLC, Purchaser.

This Amendment shall be construed in accordance with, and governed by, the laws of the state of Washington.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this _____ day of April, 2019.

CITY OF RICHLAND – SELLER

JJA PROPERTIES, LLC - PURCHASER

By: Cynthia D. Reents
Its: City Manager

By: Chris Thomas
Its: Owner

ATTEST:

Debby Barham, Deputy City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 52-19, Authorizing the Relinquishment of a Utility Easement lying within 1115 Aaron Drive and 1177 Aaron Drive

Department:
Public Works

Ordinance/Resolution Number:
52-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 52-19, authorizing relinquishment of a portion of a utility easement lying within 1115 Aaron Drive and 1177 Aaron Drive.

Summary:

In March 2008, the City of Richland acquired a utility easement from Timothy T. Bush and Kathryn L. Bush. This easement was deeded to the City to provide siting for planned City-owned water facilities with the Bush's commercial development.

Zenitram Properties III, LLC, successor-in-interest to Timothy and Kathryn Bush, has requested that a portion of this existing easement be relinquished. This portion has been confirmed to no longer be necessary for public utility purposes because the property was developed without installing City water pipelines in the easement area.

A public hearing is scheduled for this evening's Council meeting. Pending new information available through the public hearing, staff recommends approval of Resolution No. 52-19, authorizing relinquishment of this easement area.

Fiscal Impact:

Limited staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

- I. Resolution No. 52-19

RESOLUTION NO. 52-19

A RESOLUTION of the City of Richland declaring surplus a portion of a certain utility easement recorded under Benton County Auditor's File No. 2008-007591 and lying within 1115 /1117 Aaron Drive.

WHEREAS, in March 2008, the City of Richland acquired a utility easement, recorded under Benton County Auditor's File No. 2008-007591, from Timothy T. Bush and Kathryn L. Bush; and

WHEREAS, said easement was deeded to the City to provide siting for planned City-owned water facilities; and

WHEREAS, Zenitram Properties III, LLC, successor-in-interest to Timothy and Kathryn Bush, has requested that a portion of this existing easement be relinquished; and

WHEREAS, the portion of the existing easement to be relinquished is no longer necessary for public utility purposes since the property has been developed without installing City water pipelines in the easement area; and

WHEREAS, RCW 35.94.040 establishes a process for the disposition of surplus property originally acquired for public utility purposes; and

WHEREAS, as required by state law, notice of a public hearing concerning this easement relinquishment was published on April 10, 2019; and

WHEREAS, on April 16, 2019, a public hearing was held to take public testimony on the proposed relinquishment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a certain portion of the existing easement, originally acquired for public utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of the Southwest $\frac{1}{4}$ of Section 14, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of said easement within Lots 4 and 5 of Binding Site Plan No. 3867, as recorded in Volume 1 of Binding Site Plans on Page 3867, and recorded under Auditor's File No. 2008-007591, records of said County and State, as shown on said Exhibit A attached herein.

Containing 650 square feet, more or less, according to the bearing and distances listed above and as depicted on **Exhibit A**, attached hereto.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute relinquishment documents in substantially the form provided in **Exhibit B** to release the City's interest in the specific portion of said easement lying within 1115/1117 Aaron Drive found to be surplus to the City's needs, and to deliver the same upon payment.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

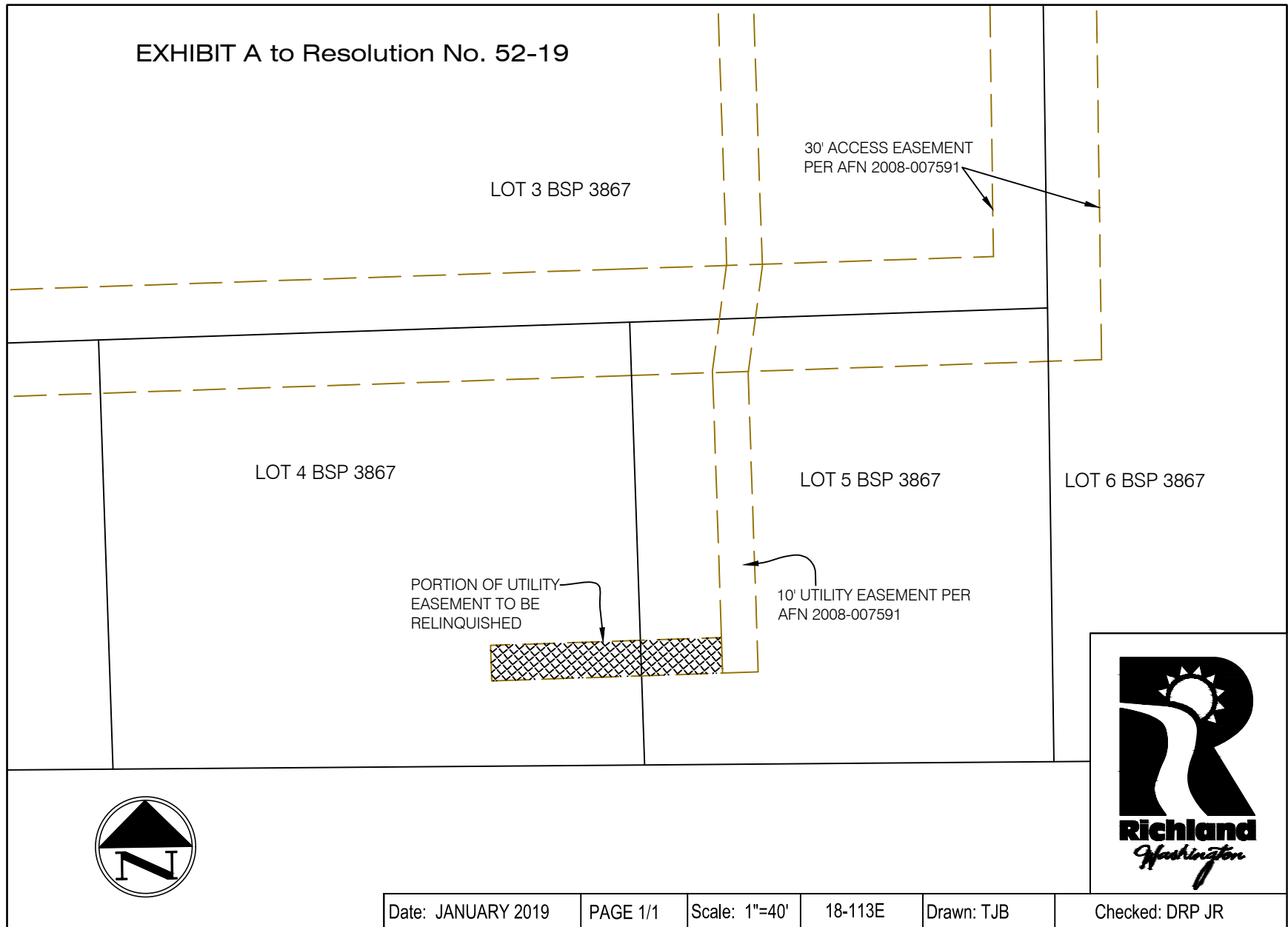
ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT A to Resolution No. 52-19



Recording Requested by and
When Recorded Mail to:

Exhibit B to Resolution No. 52-19

City Surveyor
City of Richland
625 Swift Blvd. MS-26
Richland, WA 99352

RELINQUISHMENT OF EASEMENT

Reference # of Document Released,
Partially Released or Signed: **Benton County Auditor's File No. 2008-007591**

Grantor: **City of Richland**
Grantee: **Zenitram Properties III, LLC**

Assessor's Tax Parcel ID#: **1-1498-3BP-3867-004 & 1-1498-3BP-3867-005**

The City of Richland, ("Grantor"), a municipal corporation of the State of Washington, for and in consideration of \$0.00 (ZERO DOLLARS), receipt of which is hereby acknowledged, does hereby relinquish to **Zenitram Properties III, LLC**, ("Grantee"), its heirs, successors, and assigns, all right, title, or interest in the access portion of that certain utility easement over, under and across property commonly known as lots 4 and 5 of binding site plan 3867, Richland, Washington, and recorded under Benton County Auditor's File No. 2008-007591 as legally described below and shown as relinquishment on Exhibit A herein.

A portion of the Southwest $\frac{1}{4}$ of Section 14, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of said easement within Lots 4 and 5 of Binding Site Plan No. 3867, as recorded in Volume 1 of Binding Site Plans on Page 3867, and recorded under Auditor's File No. 2008-007591, records of said County and State, as shown on said Exhibit A attached herein.

Containing 650 square feet, more or less, according to the bearing and distances listed above and as depicted on the attached, Exhibit "A".



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 53-19, Authorizing the Relinquishment of an Access and Utility Easement lying within Tract A of Westcliffe Heights Phase 2

Department:
Public Works

Ordinance/Resolution Number:
53-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 53-19, authorizing relinquishment of an access and utility easement lying within Tract A of Westcliffe Heights Phase 2.

Summary:

In July 1984, the City of Richland acquired an access and utility easement from Milo B. Bauder and Donna L. Bauder. This easement was deeded to the City to provide access and pipeline siting to City-owned water facilities. Bauder Land & Development, Inc., successor-in-interest to Milo and Donna Bauder, has requested that this existing easement be relinquished. The proposed portion has been confirmed to no longer be necessary for public utility purposes because development of Westcliffe Heights resulted in construction of a different access point.

A public hearing is scheduled for this evening's Council meeting. Pending new information available through the public hearing, staff recommends approval of Resolution No. 53-19 authorizing this proposed relinquishment.

Fiscal Impact:

Limited staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

- I. Resolution No. 53-19

RESOLUTION NO. 53-19

A RESOLUTION of the City of Richland declaring surplus a portion of a certain access and utility easement recorded under Benton County Auditor's File No. 898901 and lying within Tract A of the plat of Westcliffe Heights Phase 2.

WHEREAS, in July 1984, the City of Richland acquired an access and utility easement, recorded under Benton County Auditor's File No. 898901, from Milo B. Bauder and Donna L. Bauder; and

WHEREAS, said easement was deeded to the City to provide access and pipeline siting to City-owned water facilities; and

WHEREAS, Bauder Land & Development, Inc., successor-in-interest to Milo and Donna Bauder, has requested that this existing easement be relinquished; and

WHEREAS, the portion of the existing easement to be relinquished is no longer necessary for public utility purposes since development of Westcliffe Heights resulted in construction of a different access point; and

WHEREAS, RCW 35.94.040 establishes a process for the disposition of surplus property originally acquired for public utility purposes; and

WHEREAS, as required by state law, notice of a public hearing concerning relinquishment of this easement was published on April 10, 2019; and

WHEREAS, on April 16, 2019, a public hearing was held to take public testimony on the proposed relinquishment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a certain portion of the existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of the Northeast ¼ of Section 34, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of said easement lying within Tract A per the plat of Westcliffe Heights 2, as recorded in Volume 15 of Plats on Page 608, and recorded under Auditor's File No. 2018-015773, records of said County and State.

Containing 44,126 square feet, more or less, according to the bearing and distances listed above and as depicted on **Exhibit A**, attached hereto.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute relinquishment documents in substantially the form provided in **Exhibit B** to release the City's interest in the specific portion of said easement lying within Tract A of the plat of Westcliffe Heights Phase 2 deemed surplus to the City's needs, and to deliver the same upon payment.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT A to Resolution No. 53-19

TRACT A
WESTCLIFFE HGHTS 2
VOL.15, PAGE 608
TPN 1-3498-104-0001-001

PORTION OF 60' INGRESS-EGRESS,
UTIL. & IRR ESMNT AFN 898901
ACROSS TRACT A BEING
RELINQUISHED

60' INGRESS-EGRESS, UTIL.
& IRR ESMNT AFN 898901

60' ACCESS ESMNT
AFN 862635

25' SECONDARY EMERGENCY
ACCESS ESMNT(SEVA) AFN
2012-034461

TPN 1-3498-100-0006-006



Date: JANUARY 2019

PAGE 1/1

Scale: 1"=100'

18-134E

Drawn: TJB

Checked: DRP JR

Recording Requested by and
When Recorded Mail to:

EXHIBIT B to Resolution No. 53-19

City Surveyor
City of Richland
625 Swift Blvd. MS-26
Richland, WA 99352

RELINQUISHMENT OF EASEMENT

Reference # of Document Released,
Partially Released or Signed: **Benton County Auditor's File No. 898901**

Grantor: **City of Richland**
Grantee: **Bauder Land & Development, Inc.**

Assessor's Tax Parcel ID#: **1-3498-104-0001-001**

The City of Richland, ("Grantor"), a municipal corporation of the State of Washington, for and in consideration of \$0.00 (ZERO DOLLARS), receipt of which is hereby acknowledged, does hereby relinquish to **Bauder Land & Development, Inc.** ("Grantee"), its heirs, successors, and assigns, all right, title, or interest in the access portion of that certain access and utility easement over, under and across property commonly known as Tract A of Westcliffe Heights 2, Richland, Washington, and recorded under Benton County Auditor's File No. 898901 as legally described below and shown as relinquishment on Exhibit A herein.

A portion of the Northeast ¼ of Section 34, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of said easement lying within Tract A per the plat of Westcliffe Heights 2, as recorded in Volume 15 of Plats on Page 608, and recorded under Auditor's File No. 2018-015773, records of said County and State.

Containing 44,126 square feet, more or less, according to the bearing and distances listed above and as depicted on the attached, Exhibit "A".



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 54-19, Authorizing the Relinquishment of an Access Easement lying within Tract D of Westcliffe Heights Phase 1A

Department:
Public Works

Ordinance/Resolution Number:
54-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 54-19, authorizing relinquishment of an access easement lying within Tract D of Westcliffe Heights Phase 1A.

Summary:

In July 2013, the City of Richland acquired an access easement from Bauder Estate, LLC. This easement was deeded to the City to provide access to a City-owned water reservoir site.

Bauder Land & Development, Inc., successor-in-interest to Bauder Estate, LLC, has requested that a portion of this easement be relinquished. This portion has been confirmed to no longer be necessary for public utility purposes since development of Westcliffe Heights resulted in construction of a different access point.

A public hearing is scheduled for this evening's Council meeting. Pending new information available through the public hearing, staff recommends approval of Resolution No. 54-19, authorizing the relinquishment of this easement.

Fiscal Impact: Limited staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

- I. Resolution No. 54-19

RESOLUTION NO. 54-19

A RESOLUTION of the City of Richland declaring surplus a portion of a certain access easement recorded under Benton County Auditor's File No. 2013-025184 and lying within Tract D of the plat of Westcliffe Heights Phase 1A.

WHEREAS, in July 2013, the City of Richland acquired an access easement, recorded under Benton County Auditor's File No. 2013-025184, from Bauder Estate, LLC; and

WHEREAS, the easement was deeded to the City to provide access to a City-owned water reservoir site; and

WHEREAS, Bauder Land & Development, Inc., successor-in-interest to Bauder Estate, LLC, has requested that this existing easement be relinquished; and

WHEREAS, the portion of the existing easement to be relinquished is no longer necessary for public utility purposes since development of Westcliffe Heights resulted in construction of a different access point; and

WHEREAS, RCW 35.94.040 establishes a process for the disposition of surplus property originally acquired for public utility purposes; and

WHEREAS, as required by state law, notice of a public hearing concerning relinquishment of this easement was published on April 10, 2019; and

WHEREAS, a public hearing was held on April 16, 2019 to take public testimony on the proposed relinquishment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a certain portion of the existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

Access easement recorded under Benton County Auditor's File No. 2013-025184 on July 22, 2013.

Containing 33,288 square feet, more or less, according to the bearing and distances listed above and as depicted on **Exhibit A**, attached hereto.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute relinquishment documents in substantially the form provided in **Exhibit B** to

release the City's interest in the specific portion of said easement lying within Tract D of the plat of Westcliffe Heights Phase 1A found to be surplus to the City's needs, and to deliver the same upon payment.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT A to Resolution No. 54-19

TRACT D
WESTCLIFFE HEIGHTS PHASE 1A
VOL.15 OF PLATS, PAGE 629
AFN: 2018-037403

20' ACCESS EASEMENT
AF#2013-025184 BEING
RELINQUISHED

ACCESS EASEMENT
AF#2018-037403

TAX PARCEL # 1-3498-100-0006-007
AFN#2014-000725

EXISTING 25' SEVA
AF#2012-034461

EXISTING 60'
INGRESS-EGRESS, UTIL. & IRR
ESMNT AFN 898901



Date: JANUARY 2019

PAGE 1/1

Scale: 1"=200'

19-002E

Drawn: TJB

Checked: DRP JR

Recording Requested by and
When Recorded Mail to:

EXHIBIT B to Resolution No. 54-19

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

RELINQUISHMENT OF EASEMENT

Reference # of Document Released,
Partially Released or Signed: **Benton County Auditor's File No. 2013-025184**

Grantor: **City of Richland**
Grantee: **Bauder Land & Development, Inc.**

Assessor's Tax Parcel ID#: **1-3498-100-0006-006**

The City of Richland, ("Grantor"), a municipal corporation of the State of Washington, for and in consideration of \$0.00 (ZERO DOLLARS), receipt of which is hereby acknowledged, does hereby relinquish to **Bauder Land & Development**, ("Grantee"), its heirs, successors, and assigns, all right, title, or interest in the access portion of that certain access easement over, under and across property commonly known as Tract D of the Plat of Westcliffe Heights Phase 1A, Richland, Washington, and recorded under Benton County Auditor's File No. 2018-037403 as legally described below and shown as relinquishment on Exhibit A herein.

Access easement per Auditor File #2013-025184, recorded July 22, 2013, records of Benton County, Washington.

Containing 33,288 square feet, more or less, according to the bearing and distances listed above and as depicted on the attached, Exhibit "A".

IN WITNESS WHEREOF, Grantor executes this document through its City Manager as authorized by Resolution No. 54-19 this ____ day of _____, 2019.

The City of Richland

By: _____

Cynthia D. Reents

City Manager

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 signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged she as the City Manager of the City of Richland, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2019.

$\leftarrow$ print name

Notary Public in and for the State of Washington.

Residing at: _____, Washington

My Appointment Expires: _____.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities+

Subject:

Resolution No. 55-19, Authorizing a Consultant Agreement with JUB Engineers Inc. for the Regional North-South Travel Capacity Study

Department:

Public Works

Ordinance/Resolution Number:

55-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 55-19, authorizing the City Manager to sign and execute an consultant agreement with JUB Engineers Inc. for the Regional North-South Travel Capacity Study.

Summary:

The cities of Richland and West Richland, along with Benton County and the Washington State Department of Transportation (WSDOT), have formed a partnership to conduct the North-South Travel Capacity Study. The study will build on the 2017 Regional Transportation Plan completed by the Benton Franklin Council of Governments, and the recent SR-240 planning study conducted by WSDOT. The North-South Travel Capacity Study will determine and prioritize street system improvements needed to reduce congestion and support growth in the area economy and population. The City of Richland is the lead agency.

The City followed its competitive Request for Qualifications (RFQ) process, which resulted in two (2) responses. JUB Engineers, Inc. was selected as the most qualified vendor to complete the study. Staff has negotiated a scope of work and budget with JUB Engineers, Inc., and recommends authorization of this consultant agreement through approval of Resolution No. 55-19.

Fiscal Impact:

The total cost of the consultant's work will not exceed \$160,000. Project funding, totaling \$160,000, is supported through a partnership with Washington State Department of Transportation, the City of West Richland and Benton County, who are contributing \$70,000, \$10,000 and \$10,000, respectively. The study's budget, including the City's share (\$70,000), was approved in the 2018 budget and will be carried over to 2019 through an upcoming Council action.

Attachments:

1. Resolution No. 55-19
2. Local Agency Agreement - City of Richland North-South Corridor Study

RESOLUTION NO. 55-19

A RESOLUTION of the City of Richland authorizing a consultant agreement with JUB Engineers, Inc. for engineering services related to the North-South Corridor Study project.

WHEREAS, the cities of Richland and West Richland, Benton County and Washington State Department of Transportation have formed a partnership to conduct the North-South Travel Capacity Study; and

WHEREAS, a competitive Request for Qualifications (RFQ) process has been conducted in compliance with City purchasing policies; and

WHEREAS, the City received two (2) responses to the RFQ; and

WHEREAS, JUB Engineers, Inc. was selected as the most qualified vendor to complete the study; and

WHEREAS, a scope of work and budget with JUB Engineers, Inc. has been negotiated.

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 consultant agreement with JUB Engineers, Inc. to provide engineering services for the North-South Travel Capacity Study.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Project No.

Agreement Number:

Exhibit A-1

Scope of Work – J-U-B ENGINEERS, Inc.

Regional North-South Travel Capacity Study City of Richland

PROJECT DESCRIPTION AND BACKGROUND

AGENCY (City of Richland) selected CONSULTANT (J-U-B Engineers Inc.) to evaluate and the compare the potential benefits of improvements in at least three distinct corridors providing north-south connectivity. This process will also provide a public involvement process design and implementation, travel demand modeling, street system operation analysis and benefit-cost analysis, concluding with a final summary report of processes, findings and recommendations to present to City Council and other partner agencies.

Duties and Responsibilities of Consultant

TASK 1 – Project Management and Administration

Subtask 1.1 – Progress Meetings/Staff Coordination

CONSULTANT will facilitate and attend progress meetings/conference calls with the AGENCY periodically throughout the project to discuss project status, budget, deliverables, and receive direction from the AGENCY, as needed. Up to a maximum of 6 meetings (in person or via phone) are anticipated. It is anticipated that one of these meetings will be a kick-off meeting with the Agencies to discuss the Public Involvement Plan, stakeholders and stakeholder interview questions and potential participation with the Technical Advisory Committee, as well as concepts discussed in Task 6.1

Subtask 1.2 – Project Administration and Tracking

CONSULTANT will monitor project progress, action items, task deadlines, items needed from AGENCY; provide documentation and updates to staff as needed.

Task 1 Deliverables:

- ☐ Project Schedule
- ☐ Meeting Agendas and Summaries (up to 6)
- ☐ Monthly Invoices and Progress Reports (up to 8)

TASK 2 – Review Previous Studies

Subtask 2.1 – Progress Meetings/Staff Coordination

CONSULTANT will review several technical referenced material to gain a thorough understanding of the study area, issues and background, including the relevant material in Comprehensive Land Use Plans for Richland, West Richland and Benton County, Benton Franklin Council of Governments (BFCOG) Regional Transportation Plan,

SR240 Corridor Studies, SR 240 Value Engineering Studies, George Washington Way/I-182 Planning Study, SR 240 Corridor Sketch and the WSDOT M3 SR 240 Planning Study information which is nearing completion. A summary report will be prepared. These documents will need to be provided by the AGENCY and its partners.

Task 2 Deliverables:

- ☐ Summary of Technical Reference Materials

TASK 3 – PUBLIC INVOLVEMENT

CONSULTANT shall provide Public Involvement to support the North-South Travel Capacity Study.

Subtask 3.1 – Public Involvement Plan

The public Involvement Plan will describe the proposed public involvement process with flexibility for responsiveness to ongoing public input and interactions. The document will include:

- Schedule of activities and outreach efforts.
- Key messaging and talking points.
- List and database of identified stakeholders, issues impacting public and understanding of this project.
- Methods to be used to communicate with stakeholders and general public.

Deliverables

- ☐ Public involvement plan
- ☐ Stakeholder database
- ☐ Updates to both as needed (assume two each)

Subtask 3.2 – Project Webpage

CONSULTANT will develop materials and content for posting on a dedicated webpage on the AGENCY website.

Time for this task includes:

- Website content creation
- AGENCY coordination
- Ongoing, timely website and updates

Deliverables

- ☐ Project website visual and written content for posting and management by AGENCY (assume three updates after each Technical Advisory Committee (TAC) meeting as well as after key public outreach events).

Subtask 3.3 – Stakeholder Interviews

With the AGENCY, CONSULTANT will develop a preliminary list of internal and external key stakeholders beginning with those identified in the Public Involvement Plan and covering representation from government, business, and public interest.

Potential Stakeholders

- Regional Transportation planning and operations staff

- Key businesses including: PNNL, Washington State University - Tri-Cities, Port of Benton, US Department of Energy, Energy Northwest, Lamb Weston, Framatome, and Kadlec Regional Medical Center
- Ben Franklin Transit planning and operations staff
- Emergency service providers (Richland Police, Washington State Patrol)
- Richland School District
- Bike Tri-Cities

CONSULTANT will contact up to 18 stakeholders as a neutral third party and meet in-person, one-on-one, on their turf. This early engagement promotes genuine interest in a collaborative process. They will produce a summary report based on the results, including any recommended adjustments to the public involvement plan based on more in-depth understanding of stakeholder interests.

Time for this task includes:

- Review of background data
- Development of interview questions
- Logistics/coordination
- Finalizing stakeholder interview list
- Conducting interviews
- Reporting of interviews

Deliverables

- ☐ Up to 18 interviews
- ☐ Interview guide
- ☐ Summary report

Subtask 3.4 – Technical Advisory Committee (TAC)

The CONSULTANT will work with the AGENCY to determine group membership and to define group roles and responsibilities. This forum will allow representatives to serve as a conduit to their constituents and provide equal voice to each interest. The TAC will be key participants in the alternative evaluation process. It is anticipated that some electronic communications, such as stakeholder interview summary and a draft final report, may be circulated to the group between meetings for efficiency and to meet the project schedule.

CONSULTANT anticipates three TAC meetings with the following goals:

- ☐ TAC Meeting 1
 - Project purpose and background
 - Discuss public involvement plan and stakeholders
 - Potential corridor improvements
 - Partnering agreement and ground rules
 - Anticipated schedule
- ☐ TAC Meeting 2
 - Review summary of stakeholder interviews
 - Present and discuss recommended base model improvements (if necessary)

- Present and discuss recommended corridor improvements for each scenario
- Review evaluation criteria
- Address other issues that may arise
- TAC Meeting 3
 - Review the results of modeling efforts to both the travel demand model and the micro level delay/travel time analysis
 - Update the group on progress made regarding Review Engineers Opinion of Probably Cost
 - Review alternatives analysis and scoring of alternatives
 - Preferred Alternatives selection
 - Review a draft survey to receive feedback from the general public

Time for this task includes:

- Content creation for displays, mailers, handouts, website, other project information materials
- Scheduling, logistics and planning for TAC meetings
- Summary reporting for meetings
- Attendance and facilitation at TAC meetings for 3 CONSULTANT team members at 2 meetings and 2 CONSULTANT team members at the other meeting
- AGENCY coordination

Deliverables

- Design/develop/draft/print meeting displays and collateral (printing CONSULTANT direct expense)
- Meetings notes for 3 TAC Meetings

Subtask 3.5 – Public Open House

CONSULTANT will plan, facilitate and attend one public Open House to discuss project purpose and solicit public input. CONSULTANT will prepare venue, display boards, advertisements, sign-in sheets, comment forms, etc. CONSULTANT will also prepare and coordinate distribution of notifications to public and stakeholders. Upon completion of events, CONSULTANT will provide AGENCY with open house summary report, including comments received at the event. CONSULTANT to provide design/layout for displays and other open house materials consistent with project branding.

Time for this task includes:

- Graphic design and development
- Content creation for displays, renderings, mailers, handouts, website, other project information materials
- Scheduling, logistics and planning for public meeting
- Summary reporting for meeting
- Attendance and facilitation at public meeting for 5 CONSULTANT team members
- Layout, revisions and QC/QA of all meeting materials and promotional materials
- AGENCY coordination

Direct expenses for this task may include:

- Meeting materials

- Printing

Deliverables

- ☐ Design/develop/draft/print meeting displays, advertisements and project information materials(printing CONSULTANT direct expense)
- ☐ Event information for AGENCY project web page and social media
- ☐ Open House summary report

Subtask 3.6 – Public Survey

Appropriate surveys will be prepared to assist the TAC in development of alternatives, inform the public of the study and to receive feedback on the alternatives evaluated.

Time for this task includes:

- Question and survey content creation
- Coordination with AGENCY and stakeholder list to distribute survey
- Development of survey summary

Deliverables

- ☐ Draft and final survey (assume up to 12 questions)
- ☐ Survey results summary

Subtask 3.7 – Presentations to Agencies

The project team will present the study findings to the BFCOG TAC as well as the elected bodies of the partner agencies (assume 4 presentations). Appropriate graphics and tables will be prepared that describe the alternatives as well as the results and recommendation of the study.

Time for this task includes:

- Presentation development
- Attendance at 4 presentations for 2 CONSULTANT team members
- AGENCY coordination

Direct expenses for this task may include:

- ☐ Printing

Deliverables

- ☐ Up to 4 Presentations

Subtask 3.8 – Stakeholder Coordination

CONSULTANT will provide a point of contact (phone and project dedicated email) for the public to answer questions and address project concerns. CONSULTANT will identify effective ways to communicate with employees at key stakeholder companies/agencies, such as via brown bag lunch presentations, newsletters, etc. CONSULTANT will maintain database for the project that includes documentation of all public involvement/stakeholder contact.

Time for this task includes:

- Ongoing facilitation of stakeholder inquiries and response coordination

- Presentations/development of materials to distribute through key stakeholder companies/agencies
- Database input of stakeholder conversations

Deliverables

- ☐ Public point-of-contact availability via phone and email
- ☐ Presentations/outreach material as needed (assume up to three presentations and six additional outreach materials/updates – two formats after each TAC meeting)
- ☐ Stakeholder contact reports, as requested

Subtask 3.9 – Project Summary Report

CONSULTANT will compile and distribute a post-project report that includes a summary of identified project activities and feedback themes from the beginning to end.

Deliverables

- ☐ Project Summary Report

TASK 4 – Travel Demand Model

Subtask 4.1 – Base Year Model Review and Identify Regional Model Improvements

CONSULTANT will coordinate with BFCOG to identify any changes that have occurred to the regional model since the last work performed by Caliper Corporation. A preliminary review of the regional model will be performed and a proposed list of improvements will be provided to better replicate observed traffic conditions specific to the study area. Improvements developed during Task 6 will be identified with respect to how to best represent the concepts in the regional model. This includes the three corridor improvements identified in the RFQ, namely: 1) SR240 – I-182 – Aaron Drive Interchange Improvements, 2) George Washington Way – Columbia Point Drive – I-182 Improvements, 3) Queensgate Drive – Kingsgate Drive Corridor, as well as three additional concepts for improvement ideas generated during the early stages of the study,

Subtask 4.2 – Regional Model Improvements

CONSULTANT will incorporate changes identified during Task 4.1 into the regional model for 6 Build scenarios as well as the No-Build representing the refined base year (if necessary) as well as Improvements for each corridor individually.

Subtask 4.3 – Comparison of Corridor Effectiveness

CONSULTANT will evaluate the results of the regional model and will also identify from a regional perspective if there are benefits outside the study corridors. A review will also be performed that will identify any appropriate transit or ridesharing improvements that would be appropriate for any of the alternatives that could enhance the alternatives being evaluated.

Subtask 4.4 – Model Output Post Processing

CONSULTANT will compare the 2015 PM peak hour ground counts with the base year model PM peak period forecasts and refine the roadway segment forecasts for year

2040 PM peak hour as appropriate, for each approach of up to 5 intersections for each of the six Build Scenarios as well as the No-Build Scenario.

Task 4 Deliverables:

- ☐ List of Improvements to improve model accuracy.
- ☐ Comparison of Corridor Benefits from a regional perspective.
- ☐ Potential rideshare or transit enhancements for each corridor.
- ☐ Forecasts of Long-Range PM peak hour roadway segment volumes for up to seven scenarios (6 Build, 1 No-Build)

TASK 5 – Street System Operations Analysis

Subtask 5.1 – Data Collection

To allow for comparison of future year 2040 traffic operations to existing conditions it is anticipated that PM peak period turning movement counts will be collected for two (2) intersections. It is expected that current traffic data at up to three (3) additional other intersections will be available from the AGENCY or its partners. Existing geometric conditions will be collected at appropriate study intersections.

Subtask 5.2 – Prepare intersection Forecasts

Using the regional model output segment volumes for year 2040, refined as part of Task 4.4, CONSULTANT will prepare intersection turning movement volumes for up to 5 intersections for each of the up to seven scenarios (including the No-Build).

Subtask 5.2 – Corridor and Intersection Delay Analysis

CONSULTANT will evaluate delay savings for each of the six Build scenarios, and the No-Build Scenario, using the following methodology: 1) An existing VISSIM model for the George Washington Way corridor at the intersection of Columbia Point Drive will be updated with the new 2040 traffic forecasts for each of the seven scenarios; 2) A Synchro model will be used to evaluate the change in delay at the Aaron Drive/SR240/I-182 Interchange as well as at up to three other intersections for each of up to seven scenarios (either on SR240 or elsewhere) 3) Travel time savings as determined by the regional model, for up to 6 origin/destination pairs which can be determined from a “select link” analysis using the regional model. A summary of travel time savings will be prepared that compares the delay across all study corridors under each of up to seven scenarios.

Task 5 Deliverables:

- ☐ Existing PM peak hour delay/Level of Service Analysis.
- ☐ Counts and intersection delay/Level of Service
- ☐ Future 2040 PM peak hour intersection turn movement forecasts at up to 5 intersections for up to seven scenarios.
- ☐ Forecast 2040 PM peak hour Intersection delay at up to 5 intersections for each of up to seven scenarios.
- ☐ Travel time estimates for up to 6-origin destination pairs for each of four scenarios
- ☐ A summary of the travel time/delay analysis.

TASK 6 – Alternative Development and Analysis

Subtask 6.1 – Develop Conceptual Improvements

CONSULTANT will prepare concepts to graphically depict the improvements identified for each of the corridor improvements at a level appropriate for the study to both envision the improvements and to prepare cost estimates. It is anticipated that the Kingsgate to Queensgate Corridor will show alignment, typical cross-section and make assumptions to intersection control at key intersections. More detailed assumptions will be made at the George Washington Way/Columbia Point intersection as well as the Aaron Drive/SR240/I-182 Interchange. Up to three other concepts will be developed to support corridor improvements as well. Concepts will be based on horizontal layout. Vertical profile and detailed roadway section including catch slopes will be based on GIS contours and only conceptually for two of the alternatives. Additional right-of-way needs will be based on engineering judgment. CONSULTANT will submit draft concepts and incorporate AGENCY comments into a final concepts. It is assumed that two of the additional concepts will have significant concept development including vertical data and planning level cost estimates already available from the AGENCY.

Subtask 6.2 – Identify Project Risks

CONSULTANT will provide a draft list of project risks and discuss with the TAC for feedback and how to incorporate these results into other aspects of the project evaluation later.

Subtask 6.3 – Planning Level Cost Estimates

CONSULTANT will prepare planning level Engineers Opinion of Probably Cost for the concepts developed in Task 6.1 and account for the risks identified in Task 6.2 for review by the AGENCY and incorporate comments into final cost estimates.

Subtask 6.4 – Evaluate and Score Alternatives

CONSULTANT will prepare a list and description of potential criteria that could be used in evaluating the alternatives and present to the TAC for their consideration. The team will assist the TAC to identify appropriate meaningful criteria. A Pair-Wise exercise will be conducted and summarized to weight the criteria to be used. It is anticipated that up to 7 criteria will be used and may include, but not be limited to travel time, safety, planning level cost estimates, potential multi-modal benefits, environmental impacts, ability to provide short term benefits, implementability and neighborhood impacts. Data from Task 5 Delay Analysis, Task 6.3 probably costs as well as other additional data to support other selected criteria will need to be developed.

CONSULTANT will rate or score the up to six sets of corridor improvements and the No-Build Scenario against the criteria selected by the TAC using the data developed. Tables and graphics will be prepared as appropriate to explain the application of the criteria to the TAC. The weighting for the criteria determined earlier will be applied to the scoring to arrive at a final score. These scores will be reviewed in detail with the TAC.

Task 6 Deliverables:

- ☐ Draft Concept Improvements for each corridor, up to 6.
- ☐ Final Concept Improvements for each corridor, up to 6.
- ☐ List of Project Risks

- ☐ Planning Level Cost Estimates for Corridor Improvements, up to 6.
- ☐ Appropriate tables or descriptions of criteria to be used
- ☐ Results of criteria weighting exercise
- ☐ Tables and graphics to support evaluation of alternatives.

TASK 7 – Study Documentation

CONSULTANT will prepare a draft report that summarizes the process for the North-South Travel Capacity Study, including public involvement and TAC efforts and guidance, existing conditions, concepts developed for each of the corridors, cost estimates, evaluation criteria used and the identification of the preferred alternative with. This document will be reviewed with AGENCY and presented to the TAC for their review and comment. A Final report will be prepared that incorporates AGENCY and TAC comments.

Deliverables

- ☐ Draft project report documenting the study process, results and recommendations
- ☐ Final project report incorporating review comments from AGENCY and TAC and other stakeholders as appropriate.

LIMITATIONS/ASSUMPTIONS

The following limitations have been identified and will apply to this Scope of Work:

1. Technical Reference Documents identified in this scope of work will be provided by the AGENCY and its partners.
2. List of stakeholders and contact information will be provided.
3. AGENCY will provide logistics for meetings – meeting rooms, locations, dates, times, etc.
4. One forecast year is assumed for traffic projections and capacity analysis.
5. Geotechnical investigation is not included.
6. Surveying is not included. Title research, and right of way research is not included.
7. Preliminary Engineering and detailed design is not included.
8. Preliminary concepts and Engineers Opinion of Probable Costs will be provided for two of the additional concepts to be developed.

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Cost Exhibit D
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
Project: Regional North-South Capacity Study

Direct Salary Cost (DSC):

Classification	Man-Hours	Rates of Pay	Costs
Principal In-Charge	4.0	\$84.59	\$338.36
Project Manager	193.0	\$51.52	\$9,943.36
Transporta-tion Manager	43.0	\$68.91	\$2,963.13
Senior PI Specialist	62.0	\$50.28	\$3,117.36
PI Specialist	169.0	\$36.52	\$6,171.88
PI Associate	44.0	\$20.19	\$888.36
Website	4.0	\$53.89	\$215.56
Transporta-tion Planner	97.0	\$39.10	\$3,792.70
Project Engineer	141.0	\$48.10	\$6,782.10
CADD	110.0	\$37.32	\$4,105.20
Sr. Traffic Engineer	32.0	\$58.09	\$1,858.88
EIT	68.0	\$30.08	\$2,045.44
Clerical	12.0	\$22.15	\$265.80
Total DSC =			\$42,488.13
Overhead (OH Cost - including Salary Additives):			
	OH Rate x DSC of	188.25%	\$79,985.32
Fixed Fee	Fixed Fee	35.00%	= \$14,870.85
Total DSC, OH & Profit			\$137,344.29
Reimbursables:			
Travel and Per Diem			
	Per Diem	10 days @	\$55.00 \$550.00
	Travel	1 trips @	\$400.00 \$400.00
	Mileage	1250 miles @	\$0.580 \$725.00
	Lodging	5 nights @	\$100.00 \$500.00
Reproduction/Mailing Expenses			
Exhibits		10 each @	\$50.00 \$500.00
Reimbursable Sub-Total			\$2,675.00
Subconsultant Costs:			
		Caliper Corporation	\$20,000.00
Subconsultant Costs			\$0.00
Total			\$160,019.29
Total (Rounded \$100)			\$160,000.00
Management Reserve 0%			\$0.00
Grand Total			\$160,000.00
Prepared by: Spencer Montgomery			
Date: 3/27/2019			

ESTIMATED PERSON-HOUR EXHIBIT
Regional North-South Travel Capacity Study

CLIENT: City of Richland
DATE: March 27, 2019
Section: Regional North-South Travel Capacity Study

			Principal In-Charge	Project Manager	Transporta-tion Manager	Senior PI Specialist	PI Specialist	PI Associate	Website	Transporta-tion Planner	Project Engineer	CADD	Sr. Traffic Engineer	EIT	Clerical
TASK 1	Project Management (Est 9 mo.)	\$7,915.41	4	27	5	6	2	0	0	0	0	0	0	0	0
1.1	Project Meetings/Staff Coordination	\$3,316.87	0	12	3	4	0	0	0	0	0	0	0	0	0
	Meetings (6) w/Agency	\$3,316.87	0	12	3	4	0	0	0	0	0	0	0	0	0
1.2	Project Administration and Tracking	\$4,598.54	4	15	2	2	2	0	0	0	0	0	0	0	0
	Invoices and Status Reports	\$2,491.25	2	9	2	0	0	0	0	0	0	0	0	0	0
	Ongoing team emails, phone, etc.	\$2,107.29	2	6	0	2	2	0	0	0	0	0	0	0	0
TASK 2	Review Previous Studies	\$4,496.84	0	4	0	2	4	0	0	24	0	0	0	0	0
2.1	Review Previous Studies with summary	\$4,496.84	0	4	0	2	4	0	0	24	0	0	0	0	0
		\$4,496.84	0	4	0	2	4	0	0	24	0	0	0	0	0
TASK 3	PUBLIC INVOLVEMENT & COMMUNICATION PLAN	\$44,565.68	0	43	15	54	163	44	4	0	15	0	0	0	2
3.1	Public Involvement Plan	\$1,199.92	0	1	0	2	6	0	0	0	0	0	0	0	0
	Draft Plan and Plan Updates	\$1,199.92	0	1	0	2	6	0	0	0	0	0	0	0	0
3.2	Project Webpage	\$3,970.29	0	0	0	2	20	9	4	0	0	0	0	0	0
	Website content creation	\$3,066.19	0	0	0	2	14	6	4	0	0	0	0	0	0
	Agency Coordination, ongoing updates	\$904.11	0	0	0	0	6	3	0	0	0	0	0	0	0
3.3	Stakeholder Interviews	\$7,066.96	0	0	0	15	37	4	0	0	0	0	0	0	0
	Review background data, develop interview questions	\$2,608.40	0	0	0	5	13	4	0	0	0	0	0	0	0
	Up to 18 interviews	\$4,458.57	0	0	0	10	24	0	0	0	0	0	0	0	0
	Summary Report	\$647.22	0	0	0	1	3	2	0	0	0	0	0	0	0
3.4	Technical Advisory Committee	\$13,987.82	0	18	6	15	42	6	0	0	12	0	0	0	0
	TAC #1	\$4,662.61	0	6	2	5	14	2	0	0	4	0	0	0	0
	TAC #2	\$4,662.61	0	6	2	5	14	2	0	0	4	0	0	0	0
	TAC #3	\$4,662.61	0	6	2	5	14	2	0	0	4	0	0	0	0
3.5	Public Open House	\$9,072.46	0	9	3	8	38	10	0	0	3	0	0	0	0
	Graphic Design and development	\$4,513.59	0	2	0	5	23	10	0	0	0	0	0	0	0
	Scheduling, logistics	\$826.36	0	0	0	0	7	0	0	0	0	0	0	0	0
	Summary Report	\$890.24	0	1	0	3	2	0	0	0	0	0	0	0	0
	Attendance and Facilitiation	\$2,842.27	0	6	3	0	6	0	0	0	3	0	0	0	0
3.6	Public Survey	\$916.46	0	1	0	1	0	9	0	0	0	0	0	0	0
	Survey Content Creation	\$590.13	0	1	0	1	0	4	0	0	0	0	0	0	0
	Coordination with Agency and Stakeholder list	\$130.53	0	0	0	0	0	2	0	0	0	0	0	0	0
	Summary of Survey	\$195.79	0	0	0	0	0	3	0	0	0	0	0	0	0
3.7	Presentations to Agencies	\$3,303.58	0	8	6	1	4	0	0	0	0	0	0	0	0
	Prepare presentations	\$967.82	0	2	0	1	4	0	0	0	0	0	0	0	0
	Attendance at 4 presentations (2 team members)	\$2,335.76	0	6	6	0	0	0	0	0	0	0	0	0	0
3.8	Stakeholder Coordination	\$3,171.89	0	4	0	8	8	4	0	0	0	0	0	0	0
	Ongoing stakeholder communication	\$333.08	0	2	0	0	0	0	0	0	0	0	0	0	0
	Interest Group meeting presentations	\$1,455.42	0	2	0	4	4	0	0	0	0	0	0	0	0
	Stakeholder contact report	\$1,383.39	0	0	0	4	4	4	0	0	0	0	0	0	0
3.9	Project Summary Report	\$1,876.29	0	2	0	2	8	2	0	0	0	0	0	0	2

		Principal In-Charge	Project Manager	Transporta-tion Manager	Senior PI Specialist	PI Specialist	PI Associate	Website	Transporta-tion Planner	Project Engineer	CADD	Sr. Traffic Engineer	EIT	Clerical	
Final report		\$1,876.29	0	2	0	2	8	2	0	0	0	0	0	2	
TASK 4	TRAVEL DEMAND MODEL	\$3,164.26	0	19	0	0	0	0	0	0	0	0	0	0	
4.1	Base Year Model Review	\$333.08	0	2	0	0	0	0	0	0	0	0	0	0	
	Review current model and refine calibration	\$166.54	0	1	0	0	0	0	0	0	0	0	0	0	
	Prepare List of suggested improvements	\$166.54	0	1	0	0	0	0	0	0	0	0	0	0	
4.2	Regional Model Improvements	\$333.08	0	2	0	0	0	0	0	0	0	0	0	0	
	Make changes to model for up to 7 scenarios	\$333.08	0	2	0	0	0	0	0	0	0	0	0	0	
4.3	Comparison of Corridor Effectiveness	\$1,665.40	0	10	0	0	0	0	0	0	0	0	0	0	
	Up to 6 Build Scenarios + rideshare and transit potential	\$999.24	0	6	0	0	0	0	0	0	0	0	0	0	
	benefits outside the study corridors	\$666.16	0	4	0	0	0	0	0	0	0	0	0	0	
4.4	Model Output Post Processing	\$832.70	0	5	0	0	0	0	0	0	0	0	0	0	
	Model Output Post Processing	\$832.70	0	5	0	0	0	0	0	0	0	0	0	0	
TASK 5	STREET SYSTEM OPERATIONS ANALYSIS	\$18,305.97	0	28	0	0	0	0	17	0	0	26	68	0	
5.1	Data Collection	\$1,363.74	0	2	0	0	0	0	2	0	0	0	8	0	
	Traffic Counts and Geometric Conditions	\$1,363.74	0	2	0	0	0	0	2	0	0	0	8	0	
5.2	Prepare Intersection Forecasts	\$2,562.04	0	4	0	0	0	0	15	0	0	0	0	0	
	Turning Movement forecasts for 5 ints. 7 scenarios	\$2,562.04	0	4	0	0	0	0	15	0	0	0	0	0	
5.3	Corridor Intersection and Delay Analysis	\$14,380.18	0	22	0	0	0	0	0	0	0	26	60	0	
	VISSIM and Syncro for 5 intersections 7 scenarios	\$12,006.15	0	10	0	0	0	0	0	0	0	24	60	0	
	Model Travel Time Delay, up to 6 o-d pairs 7 Scenarios	\$2,374.04	0	12	0	0	0	0	0	0	0	2	0	0	
TASK 6	ALTERNATIVE DEVELOPMENT AND ANALYSIS	\$47,937.50	0	56	18	0	0	0	20	123	98	6	0	0	
6.1	Develop Conceptual Improvements	\$22,417.49	0	12	8	0	0	0	0	64	72	0	0	0	
	3 Identified corridors	\$13,417.73	0	6	4	0	0	0	0	40	44	0	0	0	
	3 additional concepts	\$8,999.76	0	6	4	0	0	0	0	24	28	0	0	0	
6.2	Identify Project Risks	\$2,179.12	0	4	4	0	0	0	0	4	0	0	0	0	
	Identify Project Risks	\$2,179.12	0	4	4	0	0	0	0	4	0	0	0	0	
6.3	Planning Level Cost Estimates	\$11,844.91	0	2	2	0	0	0	0	51	26	0	0	0	
	3 identified corridors	\$3,927.95	0	1	1	0	0	0	0	15	10	0	0	0	
	3 additional concepts	\$7,916.96	0	1	1	0	0	0	0	36	16	0	0	0	
6.4	Evaluate and Score Alternatives	\$11,495.99	0	38	4	0	0	0	20	4	0	6	0	0	
	Develop Draft Potential Criteria	\$2,589.00	0	8	0	0	0	0	4	0	0	4	0	0	
	Pair-Wise Weighting	\$333.08	0	2	0	0	0	0	0	0	0	0	0	0	
	Scoring of 7 Scenarios, up to 7 criteria	\$8,573.91	0	28	4	0	0	0	16	4	0	2	0	0	
TASK 7	STUDY DOCUMENTATION	\$10,958.64	0	16	5	0	0	0	36	3	12	0	0	10	
7.1	Study Documentation	\$10,958.64	0	16	5	0	0	0	36	3	12	0	0	10	
	Draft Report	\$7,771.79	0	12	4	0	0	0	24	2	8	0	0	8	
	Final Report	\$3,186.86	0	4	1	0	0	0	12	1	4	0	0	2	
SUBTOTAL		\$137,344.29	4	193	43	62	169	44	4	97	141	110	32	68	12
Expenses		\$2,675.00													
Sub Consultants (Caliper)		\$20,000.00													
Total		\$160,019.29													
Total rounded (\$100)		\$160,000.00													
Management Reserve		\$0.00													
TOTAL		\$160,000.00													

ICR EXHIBIT
WSDOT
Breakdown of Overhead Cost
Year Ending December 31, 2017

FRINGE BENEFITS		
	Beginning Total	% of Direct Labor
Direct Labor	14,440,336	
FICA	1,957,314	13.55%
Unemployment	112,192	0.78%
Medical Aid and Industrial Insurance	95,218	0.66%
Company Insurance and Medical	2,580,035	17.87%
Vacation, Holiday, and Sick Leave	3,036,882	21.03%
Commission, Bonuses/Pension Plan	5,190,785	35.95%
Total Fringe Benefits	12,972,426	89.83%
GENERAL OVERHEAD		
State B &O Taxes	272,745	1.89%
Insurance	443,532	3.07%
Administration and Time Not Assignable	8,334,182	57.71%
Printing, Stationery, and Supplies	487,776	3.38%
Professional Services	224,215	1.55%
Travel Not Assignable	873,601	6.05%
Telephone and Telegraph Not Assignable	465,331	3.22%
Fees, Dues, Professional Meetings	129,801	0.90%
Utilities and Maintenance	299,899	2.08%
Professional Development	96,427	0.67%
Rent	1,159,774	8.03%
Equipment Support (computer); Depreciation: Computer expense	1,298,890	8.99%
Cost of money	116,172	0.80%
Office Miscellaneous, Postage	9,642	0.07%
Total General Overhead	14,211,987	98.42%
Total Overhead Fringe + General	27,184,413	188.25%

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number: _____

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:



Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 56-19, Authorizing a Street Latecomer Agreement with Fortunato, Inc. for the Sundance Estates Subdivision

Department:
Public Works

Ordinance/Resolution Number:
56-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 56-19, authorizing the City Manager to sign and execute an agreement with Fortunato, Inc. for the Sundance Estates subdivision Street latecomer agreement.

Summary:

Chapter 12.03 of the Richland Municipal Code (RMC) establishes three separate street traffic impact fee areas. Impact fees are assessed against new development projects to finance a list of necessary street improvements within each area. Development projects within the areas are typically required to construct the planned street improvements as a condition of development.

In December 2013, the City approved Fortunato, Inc.'s proposed development, the preliminary plat of Sundance Estates North. This development called for the construction of Shockley Road. The approved conditions for this project included the requirement to dedicate right-of-way, provide design, and ultimately construct portions of Shockley Road as an arterial collector street. Fortunato, Inc. completed design and construction of the required segment of Shockley Road and dedicated the right-of-way with the final platting of the Sundance Estates subdivision.

Chapter 12.03 RMC authorizes expenditure of collected impact fees to acquire right-of-way and to finance the design and construction of arterial collector streets. The City Engineer has reviewed and validated the actual costs of the Shockley Road construction provided by Fortunato, Inc. and has determined those costs eligible for reimbursement. Since the eligible costs exceed the value of impact fees to be collected from home building in this subdivision, Fortunato, Inc. is eligible to seek reimbursement from the City's impact fee revenues.

Fortunato, Inc. wishes to be reimbursed for the costs of constructing the portions of Shockley Road that are in excess of the project's South Richland Collector Street Financing Plan fee obligation. The City wishes to provide reimbursement through a Latecomer Agreement as part of its strategy to promote construction of collector streets within the South Richland Collector Street Plan. Staff recommends approval of Resolution 56-19.

Fiscal Impact:

The agreement commits the City to a one-time payment of \$50,000 and ongoing quarterly payments of 5% of Zone-I impact fee revenue. Funding for Street Latecomer Agreements was budgeted and approved by Council with the 2019 Capital Improvement Plan. There is currently \$110,443.79 available in the Traffic Impact Agreement budget.

Attachments:

1. Resolution No. 56-19
2. Latecomer Agreement - Fortunato

RESOLUTION NO. 56-19

A RESOLUTION of the City of Richland authorizing a collector street latecomer agreement with Fortunato, Inc. for construction of a segment of Shockley Road.

WHEREAS, Section 12.03 of the Richland Municipal Code (RMC) establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes three (3) separate street assessment reimbursement areas called “zones”; and

WHEREAS, property development projects within the street assessment reimbursement areas jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, property development projects within the street assessment reimbursement areas are typically required, as a provision of the City’s preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, in December 2013, the City approved Fortunato, Inc.’s proposed development, the preliminary plat of Sundance Estates North (AKA “Sundance Manor”). This development necessitated the construction of Shockley Road, a road identified in the City’s collector street financing plan; and

WHEREAS, the City-approved conditions for Fortunato, Inc.’s project include the requirement to dedicate right-of-way, provide design, and construct portions of Shockley Road as an arterial collector street to provide access to and through the subdivision as no other City streets existed to serve it; and

WHEREAS, Section 12.03 RMC authorizes expenditure of collected impact fees to acquire right-of-way and to finance the design and construction of arterial collector streets; and

WHEREAS, Fortunato, Inc. has provided, and the City Engineer has reviewed and validated, the estimated costs of the Shockley Road right-of-way, design fees, and construction for the roadways included in the construction plans. The City Engineer has determined that the anticipated costs exceed the traffic impact fee obligation for Fortunato, Inc.’s project; and

WHEREAS, Fortunato, Inc. wishes to be reimbursed for the costs of constructing the portions of Shockley Road that are in excess of the project’s South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, the City wishes to provide the reimbursement sought by Fortunato, Inc. as part of its strategy to promote construction of collector streets in the South Richland Collector Street Plan; and

WHEREAS, latecomer agreements for street improvements are expressly authorized pursuant to Chapter 35.72 RCW.

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 South Richland Collector Street Latecomer Agreement with Fortunato, Inc. for construction of certain portions of Shockley Road.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

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

SOUTH RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This Agreement is made this ____ day of _____, 2019 between the **City of Richland**, a municipal corporation ("City"), with service at 505 Swift Blvd., Richland, WA 99352, and **Fortunato, Inc.**, a Washington incorporated company ("Fortunato, Inc."), with service at 8524 W. Gage Blvd. Ste A178, Kennewick, WA 99336. City and Fortunato, Inc. are referred to collectively as the "parties."

I. RECITALS

WHEREAS, Section 12.03 of the Richland Municipal Code (RMC) establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes three separate street assessment reimbursement areas called "zones"; and

WHEREAS, property development projects within the street assessment reimbursement areas are typically required, as a provision of the City's preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects within the street assessment reimbursement areas jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, the City approved Fortunato, Inc.'s proposed development, the preliminary plat of Sundance Estates North (AKA "Sundance Manor"), in December of 2013. This development necessitated the construction of Shockley Road, a road identified in the City's collector street financing plan; and

WHEREAS, the City-approved conditions for Fortunato, Inc.'s project include the requirement to dedicate right-of-way, provide design, and construct portions of Shockley Road as an arterial collector street to provide access to and through the subdivision as no other City streets existed to serve it; and

WHEREAS, Section 12.03 of the Richland Municipal Code authorizes expenditure of collected impact fees to acquire right-of-way, and to finance the design and construction of arterial collector streets; and

WHEREAS, Fortunato, Inc. has provided, and the City Engineer has reviewed and approved, estimates of the cost of the Shockley Road right-of-way, design fees, and construction for the roadways included in Fortunato, Inc.'s construction plans. The City Engineer has determined that these costs exceed the traffic impact fee obligation for Fortunato, Inc.'s various phases; and

WHEREAS, Fortunato, Inc. wishes to be reimbursed for the costs of constructing the portions of Shockley Road that are in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, the City wishes to provide the reimbursement sought by Fortunato, Inc. as part of its strategy to promote construction of collector streets in the South Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

NOW THEREFORE, in consideration of the construction of a portion of Shockley Road within the South Richland Collector Street assessment reimbursement area, and Fortunato, Inc.'s constructing and dedicating said street as a part of the City's South Richland collector street system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

II. AGREEMENT

1. Arterial Collector Street - Acceptance by City.

The City has approved construction of the portion of Shockley Road, approximately 1,690 linear feet in length, lying both inside and outside the Sundance Estates North subdivision. This segment of roadway represents 4.93 percent, by estimated value in the assessment financial model, of the street improvements in the "Zone 1" assessment reimbursement area. The City has accepted this street facility as a City street, as construction was completed to the City's standards. After the construction warranty has expired, the City agrees to bear all further maintenance and operation costs of said street.

2. Cost of Streets.

Fortunato, Inc. has presented to the City Engineer documentation showing the actual costs for right-of-way, design, and construction of said streets. The City Engineer has validated the cost values as valid for the completed work.

The City and Fortunato, Inc. agree that the portion of the total cost of said streets that are reimbursable under the provisions of Title 12.03 RMC consists of the following:

Shockley Road Design Engineering & Surveying	\$ 54,000.00
Shockley Road Right-of-Way	\$ 262,845.00
<u>Shockley Road Construction</u>	<u>\$ 388,541.00</u>
Total Construction cost	\$ 705,386.00

3. Accumulated Credits

The traffic impact fee under RMC 12.03 for dwelling lots in zone 1 is \$1,991.25. The City has not and will not assess traffic impact fees for lots in the the above-noted final plat known as Sundance Estates North. These uncharged traffic impact fees constitute a credit against the eligible Total Construction Cost identified in Section 2 above. The amount of the credit is equal to **\$89,606.25** (45 lots x \$1,991.25). After accounting for these credits, the amount remaining eligible for latecomer to Fortunato, Inc. is **\$615,779.75**.

4. Payments required.

The City hereby agrees that these street improvements will benefit properties within the street assessment reimbursement area defined in the South Richland Collector Street Financing Plan. Future developments within the street assessment reimbursement area shall pay a fair prorated share of Fortunato, Inc.'s costs through payment of the traffic impact fee.

5. Repayment.

The City agrees to reimburse Fortunato, Inc. as follows:

- a. The City will pay Fortunato, Inc. \$50,000 from the existing balance of zone 1 impact fee reserves within 30 days of execution of this Agreement.
- b. The City will pay Fortunato, Inc. 5.00% of the traffic impact fee revenue from the South Richland Collector Street Fund collected in zone 1. Payments will be made within 30 days of the end of each calendar quarter, and shall be based on the city's incoming revenue of impact fees from that prior quarter. The quarters will end on March 31, June 30, September 30, and December 31.
- c. Total payments to Fortunato, Inc. from the South Richland Collector Street Fund will not exceed the actual costs of the street as determined in Section 2 above minus the credits accumulated as described in Section 3. On June 30 of each year, City will adjust the unpaid balance upward by 3%.

6. Term.

This Agreement shall continue in full force and effect for a maximum of fifteen (15) years from the date of execution, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Fortunato, Inc., and the City makes no such assurances.

7. Required Notification.

Pursuant to RCW 35.72.020(3), every two (2) years from the date of execution of this Agreement, Fortunato, Inc. or any assign who is entitled to recover under this Agreement shall notify the City of the current contact name, address and telephone number of the person, company or partnership that originally entered into this contract. Such notice must be received by the City within sixty (60) days of the time specified in this section, and shall be directed as follows:

City of Richland
Attn: Public Works Director
625 Swift Blvd.

P.O. Box 190
Richland, WA 99352

Failure to comply with this notice requirement shall result in the City retaining any reimbursement funds owed to the property owner under this Agreement.

8. Recording.

This Agreement shall not be enforceable against any party unless Fortunato, Inc. has caused the same to be filed and recorded with the Benton County Auditor.

9. Governing Law/Forum Selection.

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

10. Severability.

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

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

CITY OF RICHLAND

Fortunato, Inc.

Cynthia D. Reents, City Manager

By: _____

Its: _____

Attest:

Debby Barham, Deputy City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 57-19, Approving the Final Plat of Wild Canyon Phase II

Department:

Development Services

Ordinance/Resolution Number:

57-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 57-19, approving the final plat of Wild Canyon Phase 2.

Summary:

North Stone Richland, LLC is requesting final plat approval for Wild Canyon Phase 2, which subdivides 12.7-acres of land within the Horn Rapids golf course community into 48 residential lots allowing for single-family residential construction. The final plat of Wild Canyon Phase 2 is the second and final phase belonging to the preliminary plat of Wild Canyon.

The preliminary plat of Wild Canyon received council approval with adoption of Resolution No. 31-18 on March 6, 2018.

In lieu of completing right-of-way infrastructure construction, the developer has provided financial surety and access to the funds. Approving the final plat at this time will allow the developer to begin selling lots before the associated roads have been fully developed. Building permits for home construction will not be issued by the City until all public infrastructure has been completed and accepted by the City. This approach to developer-provided surety is authorized by state law.

Staff recommends approval of Resolution No. 57-19.

Fiscal Impact:

The creation of 48 new lots available for residential construction will foster the development of vacant land; thereby contributing to the City's tax base by way of increasing Richland's total assessed value.

Attachments:

1. Resolution No. 57-19
2. Vicinity Map

RESOLUTION NO. 57-19

A RESOLUTION of the City of Richland approving the final plat of Wild Canyon Phase II, subject to the conditions of approval of Technical Advisory Committee Report S2016-104 and the findings and conclusions of the Richland City Council as adopted by Resolution No. 31-18.

WHEREAS, on January 26, 2017, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Wild Canyon as submitted by North Stone Richland LLC (“Developer”); and

WHEREAS, the Richland Hearing Examiner recommended that the Richland City Council conditionally approve the preliminary plat of Wild Canyon; and

WHEREAS, on March 6, 2018, Richland City Council held a closed-record hearing to consider the proposed Wild Canyon preliminary plat application and the recommendation of the Hearing Examiner. Council took action to approve the preliminary plat request; and

WHEREAS, the public improvements required for the plat of Wild Canyon Phase II, consisting of 48 lots on 12.7 acres, are still under construction; and

WHEREAS, as a condition precedent to final plat approval, Developer agrees to enter into an Improvement and Security Agreement with the City ensuring that the required public improvements shall be made and that all other conditions of approval shall be met; and

WHEREAS, RCW 58.17.130 and RMC 24.24.020 expressly allow for a developer to post a performance bond or other security in the amount and form satisfactory to the City in lieu of construction of the required improvements prior to final plat approval.

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

Section 1. The final plat of Wild Canyon II, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the conditions of approval contained in Technical Advisory Committee Report S2016-104, attached hereto as **Exhibit B** and incorporated by this reference, and upon the City's receipt of a duly executed Security and Improvement Agreement in substantially the form provided in **Exhibit C**, including the posting of security as required therein, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 31-18.

Section 2. The February 14, 2019 Security and Improvement Agreement (**Exhibit C**) executed by the City Manager and North Stone Richland, LLC to ensure future completion

of the required public improvements and all other conditions of the preliminary plat approval is hereby ratified.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney

WILD CANYON PHASE 2

A SUBDIVISION IN A PORTION OF THE EAST-HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

PERIMETER LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF THE EAST-HALF OF SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AS SHOWN IN HORN RAPIDS DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE NORTH 00°35'46" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 FOR A DISTANCE OF 283.29 FEET TO THE SOUTHERLY BOUNDARY OF WILD CANYON PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 625, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE LEAVING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, SOUTH 87°48'16" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID WILD CANYON PHASE 1 FOR A DISTANCE OF 118.79 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED, SAID POINT ALSO BEING SOUTHWEST CORNER OF LOT 26 OF SAID WILD CANYON PHASE 1;

THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID WILD CANYON PHASE 1 AND CONTINUING SOUTH 87°48'16" WEST, 307.68 FEET;

THENCE NORTH 80°22'52" WEST, 179.53 FEET;

THENCE NORTH 23°28'27" WEST, 571.21 FEET;

THENCE NORTH 04°19'35" EAST, 308.96 FEET;

THENCE NORTH 43°46'00" EAST, 274.33 FEET;

THENCE SOUTH 70°47'09" EAST, 507.44 FEET TO THE NORTHWEST CORNER OF LOT 17 OF SAID WILD CANYON PHASE 1;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID WILD CANYON PHASE 1 THE FOLLOWING COURSES:

THENCE SOUTH 18°27'51" WEST, 106.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WILD CANYON WAY. SAID POINT BEING 27.00 FEET NORTHERLY OF CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, NORTH 71°32'09" WEST, 31.89 FEET;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SOUTH 18°27'51" WEST, 54.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SAID POINT BEING 27.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SOUTH 71°32'09" EAST, 6.19 FEET;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SOUTH 18°27'51" WEST, 48.58 FEET;

THENCE SOUTH 28°06'32" WEST, 99.51 FEET;

THENCE SOUTH 21°13'27" EAST, 381.64 FEET;

THENCE SOUTH 02°11'44" EAST, 89.53 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SAID POINT BEING 27.00 FEET NORTHERLY OF CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SOUTH 87°48'16" WEST, 10.00 FEET;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SOUTH 02°11'44" EAST, 54.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SAID POINT BEING 27.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, NORTH 87°48'16" EAST, 19.44 FEET;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILD CANYON WAY, SOUTH 02°11'44" EAST, 105.00 FEET TO THE TRUE POINT OF BEGINNING AND THE END OF THIS LEGAL DESCRIPTION.

CONTAINING 12.74 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, NORTH STONE RICHLAND, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN HEREON AND THAT ALL STREETS, ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED BY THE NAME "WILD CANYON PHASE 2".

RONALD R. BOCHSLER, MANAGING MEMBER FOR NORTH STONE RICHLAND, LLC

DATE

ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF LINN

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RONALD R. BOCHSLER HAS SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGING MEMBER FOR NORTH STONE RICHLAND, LLC, TO BE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC

DATE

MY APPOINTMENT EXPIRES

RESIDING

SURVEY REFERENCES

- PLAT OF HORN RAPIDS DIVISION NO. 1, BY HUGH G. GOLDSMITH, DATED NOVEMBER 09, 1993, RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WA.
- RECORD OF SURVEY NO. 3935 BY JOHN J. SHEA, DATED OCTOBER 14, 2008, RECORDED IN BOOK 1 OF SURVEYS, PAGE 3935, RECORDS OF BENTON COUNTY, WA.
- PLAT OF WILD CANYON PHASE 1 BY JOHN J. SHEA, DATED OCTOBER 12, 2018, RECORDED IN VOLUME 15 OF PLATS, PAGE 625, RECORDS OF BENTON COUNTY, WA.

SURVEYOR'S CERTIFICATE

I, JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THE PLAT OF WILD CANYON PHASE 2 AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN TO THE BEST OF MY BELIEF AND KNOWLEDGE AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON. THIS SURVEY WAS PREPARED AT THE REQUEST OF NORTH STONE RICHLAND, LLC IN DECEMBER 2018.

JOHN J. SHEA
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 33656

DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 20 A.D.

AT M., RECORDED IN VOLUME OF PLATS, PAGE

AT THE REQUEST OF J-U-B-ENGINEERS, INC.

BENTON COUNTY AUDITOR

BY:

FEE NO.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR

1-2008-400-0002-010 AND 1-2008-400-0002-011

TAX PARCEL NUMBERS

BENTON COUNTY TREASURER

DATE

BENTON COUNTY ASSESSOR

DATE

BY:

APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

CITY MANAGER

DATE

CITY CLERK

DATE

CITY ENGINEER

DATE

GEORGE KYRIAZIS

PRESIDENT OF HORN RAPIDS HOMEOWNERS ASSOCIATION

2600 CLUBHOUSE LANE, RICHLAND, WA 99354

DATE

MONUMENT DESCRIPTION TABLE

- Ⓐ NW CORNER SECTION 20, T10N, R28E, W.M.
FOUND AND HELD STONE MARKED WITH AN "X". VISITED 07-01-2010
- Ⓑ N1/4 CORNER SECTION 20, T10N, R28E, W.M.
FOUND AND HELD CONCRETE MONUMENT WITH 3-1/2" BRASS CAP IN MONUMENT BOX WITH SECTION DESIGNATION. VISITED 07-01-2010
- Ⓒ NE CORNER SECTION 20, T10N, R28E, W.M.
FOUND AND HELD CONCRETE MONUMENT WITH 3-1/2" BRASS CAP IN MONUMENT BOX WITH SECTION DESIGNATION. VISITED 07-01-2010
- Ⓓ E1/4 CORNER SECTION 20, T10N, R28E, W.M.
HELD CALCULATED SINGLE PROPORTION POSITION, SEARCHED FOR, NOTHING FOUND OR SET THIS SURVEY. VISITED 07-01-2010
- Ⓔ SE CORNER SECTION 20, T10N, R28E, W.M.
FOUND AND HELD CONCRETE MONUMENT WITH 3" BRASS CAP IN GOLF COURSE FAIRWAY AS SHOWN IN SURVEY REFERENCE NO. 1. VISITED 07-01-2010
- Ⓕ S1/4 CORNER SECTION 20, T10N, R28E, W.M.
HELD CALCULATED SINGLE PROPORTION POSITION AS SHOWN IN SURVEY REFERENCE NO. 1. VISITED 07-01-2010
- Ⓖ SW CORNER SECTION 20, T10N, R28E, W.M.
FOUND AND HELD STONE MARKED WITH AN "X" AS SHOWN IN SURVEY REFERENCE NO. 1. VISITED 07-01-2010
- Ⓖ W1/4 CORNER SECTION 20, T10N, R28E, W.M.
FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, MARKED "LS 16216" IN MONUMENT BOX. VISITED 07-01-2010
- Ⓖ C1/4 CORNER SECTION 20, T10N, R28E, W.M.
HELD CALCULATED POSITION, SEARCHED FOR, NOTHING FOUND OR SET THIS SURVEY. VISITED 07-01-2010



2810 W. Clearwater Ave., Suite 201
Kennewick, WA 99336
p | 509 783 2144 w | www.jub.com

Dwg Name: 30-11-040_Wild Canyon_Ph 2
Date: January 22, 2019
Dr: DFG Ctr: JJS Sheet 1 of 2

WILD CANYON PHASE 2

A SUBDIVISION IN A PORTION OF THE EAST-HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 20 A.D.
AT M. RECORDED IN VOLUME OF PLATS, PAGE
AT THE REQUEST OF J-U-B-ENGINEERS, INC
BENTON COUNTY AUDITOR
BY:
FEE NO:

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	123.8'	100.00'	70°58'16"	S56°42'36"E	116.10'
C2	111.49'	250.00'	25°33'03"	S08°26'56"E	110.56'
C3	60.11'	100.00'	34°26'25"	S21°32'48"W	59.21'
C4	121.65'	100.00'	69°41'51"	S73°36'56"W	114.28'
C5	36.54'	110.00'	19°02'00"	N11°42'44"W	36.37'
C6	126.14'	145.00'	49°50'39"	N03°41'36"E	123.20'
C7	15.94'	105.00'	8°41'44"	N24°16'04"E	15.93'
C8	32.52'	127.00'	14°40'14"	N78°52'16"W	32.43'
C9	56.06'	127.00'	25°17'35"	S51°08'50"W	55.61'
C10	3.27'	127.00'	1°26'27"	S39°30'13"W	3.27'
C11	43.05'	127.00'	19°25'18"	S29°03'21"W	42.84'
C12	33.29'	127.00'	15°01'07"	S11°50'09"W	33.19'
C13	33.57'	277.00'	6°56'40"	S00°51'15"W	33.55'
C14	73.74'	277.00'	16°15'07"	S10°14'38"E	73.52'
C15	16.22'	277.00'	3°21'16"	S19°32'49"E	16.22'
C16	51.66'	127.00'	23°18'55"	S32°52'55"E	51.32'
C17	69.49'	127.00'	31°20'55"	S60°12'50"E	68.62'
C18	36.15'	127.00'	16°18'26"	S54°02'31"E	36.03'
C19	38.25'	25.00'	87°39'48"	S64°37'57"W	34.63'
C20	18.00'	132.00'	7°48'53"	N24°42'29"E	17.99'
C21	64.05'	118.00'	31°05'52"	S13°04'00"W	63.26'
C22	38.61'	118.00'	16°44'47"	S11°51'20"E	38.44'
C23	11.63'	137.00'	4°56'48"	N18°45'19"W	11.62'
C24	33.68'	137.00'	14°05'12"	N09°14'20"W	33.60'
C25	39.27'	25.00'	90°00'00"	S47°11'44"E	35.36'
C26	39.27'	25.00'	90°00'00"	N42°48'16"E	35.36'
C27	90.42'	73.00'	70°58'16"	S56°42'36"E	84.75'
C28	71.72'	233.00'	18°25'37"	S12°00'39"E	71.41'
C29	27.73'	233.00'	7°07'26"	S00°45'52"W	27.71'
C30	43.88'	73.00'	34°26'25"	S21°32'48"W	43.22'
C31	88.80'	73.00'	69°41'51"	S73°36'56"W	83.43'
C32	42.30'	35.00'	96°56'12"	N23°04'03"W	37.43'
C33	4.38'	78.00'	3°12'53"	N27°00'29"E	4.38'
C34	60.40'	172.00'	20°07'10"	S07°04'30"W	60.09'
C35	54.77'	172.00'	18°14'38"	S12°06'24"E	54.54'
C36	27.57'	83.00'	19°02'00"	N11°42'44"W	27.45'
C37	187.70'	200.00'	53°46'17"	N68°51'59"W	180.88'
C38	34.47'	172.00'	11°26'51"	S22°52'30"W	34.41'
C40	62.64'	127.00'	28°15'35"	S54°22'14"W	62.01'

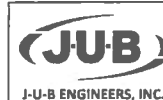
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S71°32'09"E	6.19'
L2	N38°46'00"E	46.62'
L3	N19°55'12"E	48.26'
L4	N10°46'31"W	12.67'
L5	N06°12'35"E	44.07'
L6	N06°12'35"E	54.84'

SURVEYOR'S CERTIFICATE

I, JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THE PLAT OF WILD CANYON PHASE 2 AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN TO THE BEST OF MY BELIEF AND KNOWLEDGE AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON. THIS SURVEY WAS PREPARED AT THE REQUEST OF NORTH STONE RICHLAND, LLC IN DECEMBER 2018.

JOHN J. SHEA
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 33656

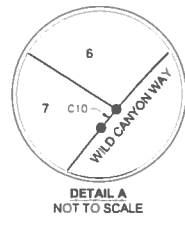
DATE



2810 W. Clearwater Ave., Suite 201
Kennewick, WA 99336
p | 509.783.2144 w | www.jub.com
Dwg Name: 30-11-040_Wild Canyon_Ph 2
Date: January 22, 2019
Dr: DFG Ch: JJS Sheet 2 of 2



BASIS OF BEARINGS
NORTH 86°44'38" EAST ALONG THE SOUTH
LINE OF SECTION 20 AS SHOWN IN HORN
RAPIDS DIVISION NO. 1 (VOL. 14, PG. 171)



RIGHT-OF-WAY NOTES
1. 54.00-FOOT RIGHT-OF-WAY DEDICATED TO
THE CITY OF RICHLAND WITH THIS PLAT.

EASEMENT NOTES
1. 10.00-FOOT AND 14.00-FOOT IRRIGATION EASEMENTS
GRANTED WITH PLAT.
2. 10.00-FOOT UTILITY EASEMENT GRANTED WITH PLAT.
3. 10.00-FOOT DOMESTIC WATERLINE EASEMENT
GRANTED WITH THIS PLAT.

- LEGEND
- SECTION CORNER-AS NOTED
 - 1/4 SECTION CORNER-AS NOTED
 - SEE FOUND MONUMENT DESCRIPTION TABLE ON SHEET 1
 - SET 3" BRASS CAP IN MONUMENT BOX MARKED, "SHEA 33656 2017",
AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY, AND STREET
INTERSECTIONS, PER CITY OF RICHLAND STANDARDS
 - SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP,
MARKED "SHEA 33656"
 - POL (POINT ON LINE) (SEE NOTE)
 - SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP,
MARKED "SHEA 33656"
 - FOUND AND HELD 3" BRASS CAP IN MONUMENT BOX MARKED, "SHEA 33656",
AS SET IN SURVEY REFERENCE NUMBER 5. VISITED 12-04-2018
 - FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, MARKED
"SHEA 33656", AS SET IN SURVEY REFERENCE NUMBER 5. VISITED 12-04-2018
 - COMPUTED POSITION, NO MONUMENT FOUND OR SET THIS SURVEY

A.F.N. AUDITOR'S FILE NUMBER
IRR IRRIGATION
PG. PAGE
R/W RIGHT-OF-WAY
S.F. SQUARE FEET, APPROXIMATE
T.P.N. TAX PARCEL NUMBER
VOL. VOLUME
I | INDICATES STREET ADDRESS

VARYING WIDTH LANDSCAPE / DOWNHILL SLOPE EASEMENT NOTE
THE LANDSCAPE EASEMENT AREA GRANTED TO THE HOMEOWNERS ASSOCIATION (HOA) ON THE REAR
PORTIONS OF LOTS 5-17 RESTRICTS INDIVIDUAL LOT/PROPERTY OWNERS FROM ENCRANCHING UPON
THE DOWNHILL SLOPE AREA TO CONSTRUCT ANY RETAINING WALLS, FENCES, STRUCTURES OF AND
KIND, PLANT SHRUBS OR TREES WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL CONTROL
COMMITTEE (ACC). THE EASTERLY LIMIT OF SAID LANDSCAPE EASEMENT IS COINCIDENTAL WITH THE
WESTERLY LINE OF THE 10-FOOT IRRIGATION EASEMENT AS SHOWN.

ZONING COVENANT NOTE
RESIDENTIAL DEVELOPMENT SHALL CONFORM TO THE STANDARDS CONTAINED IN THE
R2 S-SINGLE FAMILY RESIDENTIAL SMALL LOT ZONING DISTRICT AS THEY EXIST NOW OR
ARE HEREINAFTER AMENDED; ONLY DETACHED SINGLE FAMILY DWELLINGS SHALL
BE PERMITTED. NO ONE-FAMILY ATTACHED DWELLINGS OR TWO-FAMILY DETACHED
DWELLINGS SHALL BE PERMITTED WITHIN THE WILD CANYON PHASE 2 SUBDIVISION.

POL (POINT ON LINE) NOTE
IN ADDITION TO THE ACTUAL BACK OF LOT PROPERTY CORNER MONUMENTS,
A "POINT ONLINE" MONUMENT WAS SET AT THE WESTERLY EDGE OF THE 10'
IRRIGATION EASEMENT. THE POINT IS ALSO THE APPROXIMATE TOP OF THE
SLOPE AND WILL ASSIST THE HOMEOWNER WITH PLACEMENT OF
FOUNDATIONS, FENCES, AND LANDSCAPING IMPROVEMENTS

CITY OF RICHLAND REQUIRED NOTES
1. ADDRESS SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND AT
THE TIME OF BUILDING PERMIT ISSUANCE. ZIP CODE: 99354
2. ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT-OF-WAY SHALL
BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN
3. PER SHANNON & WILSON GEO-TECH REPORT DATED 02-07-17, ALL LOTS WILL BE REQUIRED
TO HAVE FOOTINGS A MINIMUM 15-INCH WIDE CONTINUOUS AND 24-INCH WIDE SPREAD.

EXHIBIT B to Resolution No. 57-19

(S2016-104 Wild Canyon)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2016-104)
JANUARY 19, 2017**

APPLICANT: NORTHSTONE RICHLAND, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE
33.31 ACRES INTO 121 RESIDENTIAL LOTS, (WILD
CANYON).

LOCATION: HORN RAPIDS COMMUNITY, NORTH OF THE 3RD
FAIRWAY, EAST OF THE 4TH FAIRWAY, SOUTH OF THE
5TH FAIRWAY AND WEST OF THE PLAT OF
EAGLEWATCH.

ENGINEER: HDJ DESIGN GROUP

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

1. Approval of the Wild Canyon plat application is contingent upon and shall not take effect unless and until the project site has been rezoned to R2-S Medium Density Residential.
2. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
3. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
4. The following note shall be placed on the final plat(s): **“Lots within this plat are reserved for detached single family residences only. No duplexes or attached single family residences shall be permitted.”**
5. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.

6. A Secondary Emergency Vehicle Access (SEVA) road shall be constructed as depicted on the preliminary plat map of Wild Canyon. This SEVA road shall be blocked with bollards or gated in a manner that is acceptable to the Richland Fire Department and that would prevent non-emergency access from the project site across the golf course.
7. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.
8. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.
9. The applicant shall comply with City and state noise standards throughout the construction of the project.
10. If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contract the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

Format, plans, permits drawings:

11. The existing off-site easements and the plat of Grayhawk to the south of this property needs to be labeled on the pre-plat drawing.
12. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
13. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.

14. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
15. Pursuant to Richland Municipal Code Section 12.08 any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal. The right of way construction permit requires indemnification of the City and provision of insurance meeting the requirements of the municipal code.
16. When the construction is substantially complete a paper set of “record drawings” shall be prepared by a licensed surveyor and include all changes and deviations from the approved permit design drawings. Please reference the Public Works document “RECORD DRAWING REQUIREMENTS & PROCEDURES” for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City’s standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
17. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
18. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Administration and Engineering Division at 942-7500 to schedule a pre-construction conference.
19. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24” x 36” drawing format to a scale which shall not be less than 1”= 40’.

20. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
21. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
22. This property will be serviced by the City of Richland's non-potable water system for all outdoor landscape irrigation needs. The designing Engineer shall submit plans for the proposed irrigation system to the City as part of his right-of-way permit application submittal. Easements shall be provided on the final plat for this system where needed.
23. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

24. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.

- N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
25. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

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

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

Survey Monument Protections:

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

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

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

Traffic & Street Conditions:

28. Village Parkway currently does not exist from the plat of Sandpiper to the second entrance off of SR240. If this section of Village Parkway is constructed by another project prior to phase 1 of Wild Canyon, its frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it is developed. If Village Parkway has not yet been constructed then phase 1 shall construct it from its terminus at Sandpiper to the second entrance location off of highway SR240. This work shall include construction of the second entrance itself within the SR240 Right-of-Way.
29. A ten-foot public utility easement along the Village Parkway frontage shall be provided on the face of the final plat.
30. A note will be shown on the face of the final plat stating that Village Parkway is classified as an “Arterial Collector street”. Subsequently, no driveways accessing single family lots will be allowed onto it.
31. Street lights shall conform to the City’s Material Specifications document (MSTSTRTLT5) and fixtures shall have the appropriate wattage and spacing for the roadway classification based on a “low” pedestrian conflict area. Copies of these documents are available upon request. Street light fixture wattages shall be shown on the plans.
32. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
33. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
34. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
35. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

36. The Horn Rapids domestic water master plan shows a water connection between this preliminary plat and the plat of Quail Ridge to the north and west, and also to the plat of Grayhawk to the south (previously called the “Highlands”). It was determined that the water connection to Grayhawk was not needed as another connection elsewhere will be made, however the connection across the golf course to Quail Ridge will be needed. This connection shall be made during phase 4 (or with the phase that constructs the 48th lot) to eliminate a long dead end water line and also provide redundancy and eliminate stagnant water (or as needed to provide necessary fire flows). Easements shall be provided for the off-site water main and it shall be installed at standard depths below future road grades.
37. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
38. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

39. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
40. Sanitary sewer shall be extended to the plat boundary in line with the appropriate existing easements across the golf course. The west half of this project may need to drain west across the golf course to the plat of Quail Ridge, per the Horn Rapids sanitary sewer master plan.

Storm Water:

41. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City’s stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
42. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on

the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

43. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
44. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
45. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
46. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
47. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of

trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.

48. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
49. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Irrigation:

50. The non-potable irrigation system supplying the Horn Rapids development and golf course is currently serviced by a single delivery point across SR240 near the Kingsgate Way intersection. Past analysis of the system indicated that a second connection to the irrigation water source north of SR240 was needed to support further development. This project shall design and construct this second connection. The available connection point lies north of SR240 on City-owned property that is currently leased for agricultural purposes. Construction of the required pipeline will be subject to the terms of the City's lease. The pipeline construction will also be subject to WSDOT permit requirements for crossing SR240.

Final Platting / Project Acceptance Requirements:

51. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
52. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release

of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

53. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
54. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
55. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
56. A note shall be placed on the face of the plat that states: ***“The City of Richland’s standard for storm pond maintenance consists of semi-annual vegetation abatement and specifically does not include irrigation, landscaping or other aesthetic improvements.”***
57. A note shall be placed on the face of the plat that states: ***“All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.”***
58. A one-foot wide “No access / screening easement” will be required along the Village Parkway Right of Way.
59. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
60. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
61. Any restricted parking areas shall be indicated on the final plats.

SECURITY AND IMPROVEMENT AGREEMENT

THIS SECURITY AND IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this 14th day of February, 2019 by and between the **City of Richland**, a Washington municipal corporation ("City"), and **North Stone Richland, LLC**, an Oregon Limited Liability Company seeking final plat approval of Wild Canyon Phase 2 ("Developer"). City and Developer are referred to collectively as the "Parties."

I. RECITALS

WHEREAS, pursuant to Chapter 24.12 of the Richland Municipal Code (RMC), Developer has filed with the City an application for final plat approval of Wild Canyon Phase 2 (the "Project"); and

WHEREAS, the Wild Canyon Phase 2 was given preliminary plat approval by the Richland City Council on December 18, 2013, subject to the conditions of approval listed in Technical Advisory Committee (TAC) Report and the applicable state and local development regulations in existence at the time; and

WHEREAS, RCW 58.17.170 provides that final plat approval shall be given by the City when the City finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of RCW 58.17, other applicable state laws, and any local ordinances in effect at the time of preliminary plat approval; and

WHEREAS, under circumstances where the improvements and land division work required by the RMC and the conditions of approval are not complete prior to a developer's application for final plat approval, RCW 58.17.130 and RMC 24.24.020 allow a developer to comply with the conditions of approval by entering into a secured agreement with the City to complete the improvements and land division work within a period of time specified by the City; and

WHEREAS, pursuant to RMC 24.12.090, upon receipt of a final plat application, the City Engineer is required to review the plat to determine whether minimum improvements have been provided as described by the RMC. If minimum improvements are lacking, the plat shall be rejected; and

WHEREAS, in consideration of final plat approval for the proposed Project by the City prior to completion of improvements, Developer desires to enter into this Agreement whereby Developer promises to install and complete, at its sole expense, all public improvement work required by the City for the proposed Project. Developer has secured this Agreement by improvements security required by RMC 24.24.020; and

WHEREAS, improvement plans and related specifications for the construction, installation and completion of the improvements identified herein have been prepared by the Developer, approved by the City, and are on file in the City's Public Works Department. Said improvement plans and related specifications are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval by the City of the Final Plat of Wild Canyon Phase 2, Developer and City agree as follows:

II. AGREEMENT

1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. At its sole expense, Developer shall, in compliance with state law, the improvement plans approved pursuant to Right-of-Way Construction Permit No. PW-18-02970, and all applicable City standards, furnish, construct, install and guarantee the improvements described in the Wild Canyon Phase 2 preliminary plat, the Richland Municipal Code, and the conditions of approval (the "Improvements").
- b. Developer shall acquire and dedicate, or pay the cost of acquisition of, all rights-of-way, easements and other real property for the construction or installation of the improvements, free and clear of all liens and encumbrances.
- c. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all Improvements within twelve (12) months of the effective date of the agreement; provided, however, that if the City Engineer reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly subdivision of the surrounding area, the City Engineer shall give Developer not less than fifteen (15) calendar days' prior written notice to commence or accelerate installation and construction of improvements, or any portion thereof. The notice shall describe the work to be done by the Developer, the time within which the work will commence, and the period within which the work will be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time.
- d. If improvements to be constructed by Developer include monumentation, such monumentation shall be installed no later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- e. Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.
- f. Until any category of Improvements is accepted by the City, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

- g. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by the federal, state, county, town or improvement district and all taxes required by law.
- h. Not less than fifteen (15) days prior to commencement of work on the Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection for the Improvements by the City Engineer.
- b. Upon completion of the work on all or any category of the Improvements specified in Schedule A, the Developer may request a final inspection by the City Engineer. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements.
- c. Developer understands and agrees that no building permits for homes to be constructed on the lots located within Wild Canyon Phase 2 will be issued by the City of Richland Building Department until the minimum improvements identified in Schedule A are inspected and accepted by the City Engineer. Developer shall include this notice of restriction in all contracts for sale of lots within Wild Canyon Phase 2 to homebuilders until the restrictions of this subsection c. are no longer applicable.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by the City of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Developer, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Revised Code of Washington, Richland Municipal Code, or the Improvement Plans and related specifications, the Developer shall, without delay and without cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.
- b. Should the Developer fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement or reconstruction to be undertaken before the Developer can be notified, then the City may, at its discretion, make the necessary repairs or replacements or perform the necessary reconstruction. If the Developer's improvement security does not cover the total cost of such repair, replacement or reconstruction, the Developer shall reimburse the City for

any excess costs incurred.

- c. The security furnished for the Developer's obligation to construct and install the Improvements described herein shall not be reduced below ten percent (10%) unless and until a warranty bond is posted for the warranty period.

4. TIME EXTENSIONS

- a. Upon a showing of the Developer of good cause, the date of commencement of work on the Improvements, or the duration of the Completion Period, may be extended by the City Engineer, with the written concurrence of the City Manager. As used herein, "Good Cause" may include, without limitation, delay resulting for an act of the City, acts of God or force majeure; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.
- b. A time extension may be granted without notice to any surety or sureties of the Developer and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.
- c. As a condition of any time extension provided for herein, the City Engineer, with the written concurrence of the City Manager, may require the Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

- a. Prior to the City's execution of this Agreement, Developer shall provide as security to the City an amount equal to one hundred fifty percent (150%) of the Estimated Total cost of the Improvements, Grading and Monumentation as set forth in Schedule A and in accordance with established City policy. With this security, the form of which shall be subject to City's prior approval, the Developer assures faithful performance under this agreement and guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements against any defective workmanship or material or any unsatisfactory performance pursuant to Section 3 hereof.
- b. Modifications of the Improvement Plans and related specifications, and modification of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of Improvements, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Developer shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred fifty percent (150%) of the revised Estimated Total Cost of the Improvements.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

- a. Partial release or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this section.
- b. Upon acceptance of all or any specified category of the Improvements, and upon request of the Developer, the improvement security may be reduced or released as follows:
 - i. Security for Performance and Guarantee: Security may be released incrementally following the completion and documentation of the completion of work and approval by the City Engineer. Securities will be released incrementally in conformance with Schedule A and only upon completion of all improvements in a related category of Schedule A. Unless the Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the one (1) year guarantee and warranty period specified in Section 3.A. nor until any claims filed during the one (1) year warranty period have been settled.
- c. If Developer's obligations relating to any Improvements, such as the water system or sewer system, are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was satisfactorily completed.

7. INDEMNIFICATION OF CITY BY DEVELOPER

- a. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement.
- b. Developer's obligations under this section are not conditioned or dependent upon the City, or its officers, agents and employees who prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project Improvements, or has insurance or other indemnification covering any of these matters.
- c. Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Project, and the Improvements required herein, and shall likewise

extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Plat, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

8. OWNERSHIP OF IMPROVEMENTS

Ownership of all or any category of the Improvements constructed and installed by the Developer pursuant to this Agreement shall vest in the City (or other specified governmental agency) upon acceptance of Improvements by the City (or other specified governmental agency).

9. DEFAULT AND BREACH BY THE DEVELOPER AND REMEDIES OF THE CITY

- a. Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement:
 - i. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth herein;
 - ii. Failure to correct or cure any defect in the Improvements during the one (1) year guarantee and warranty period as required in Section 3.A.;
 - iii. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice from the City;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Project or any portion thereof, or any conveyance by the developer in lieu or in avoidance of foreclosure; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from the City.
- b. City reserves to itself all remedies available to it at law or in equity for any breach of Developer's obligations under this Agreement. City shall have the right, without limitation

of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Developer's default.

- c. Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and consequently, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over the completing of the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.
- d. City may, without liability for doing so, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to entry by the City and its forces, including contractors, upon any real property in the Project owned by the Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.
- e. Developer acknowledges and agrees that, upon approval of the Final Plat, City will confer substantial rights upon the Developer, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement. Developer further acknowledges that any determination as to whether a reversion to acreage or rescission of approval of the Final Plat constitutes an adequate or necessary remedy for Developer's default shall be within the sole discretion of the City.
- f. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.
- g. If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if the Developer subsequently resumes and completes the work.

10. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of the Developer's contractors, employees or agents, are or shall be deemed to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

11. ASSIGNMENT

- a. Developer shall not assign this Agreement without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph a. shall be null and void and shall have no force or effect.
- b. The sale or other disposition of the Subdivision shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Project, or any portion thereof, to any other person or entity, the Developer may request a novation of this Agreement and substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Developer may request a release or reduction of the improvement security furnished pursuant to this Agreement.

12. NOTICES

- a. All notices required or provided for in this agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Richland City Engineer 505 Swift Blvd. MS-26 Richland, WA 99352
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If to the Developer:	Ross Bochsler PO Box 516 Stayton, OR 97383
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- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

13. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

14. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

16. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date of recordation of the Final Plat for Wild Canyon Phase 2, and shall remain in effect until expiration of the one (1) year warranty found in Section 3; provided, however, that Section 7 shall survive expiration of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

DEVELOPER – NORTH STONE RICHLAND, LLC



By: Ross Bochslers

Its: Member

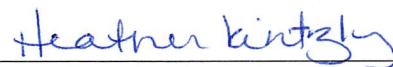
Date: 2/14/2019

CITY OF RICHLAND



Cynthia D Reents,
Richland City Manager

Approved as to Form:

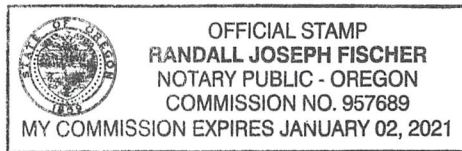


Heather Kintzley, City Attorney

STATE OF OREGON)
) ss.
COUNTY OF LINN)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Ross Bochler, a member of North Stone Richland, LLC, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as his/her free and voluntary act on behalf of North Stone Richland, LLC for the uses and purposes therein stated.

Given under my hand and seal this 14th day of FEBRUARY, 2019.

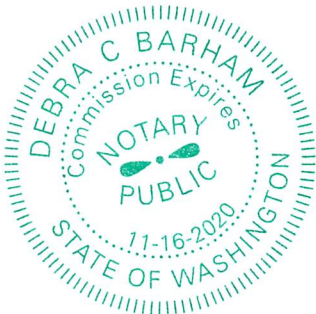


Randall J. Fischer
Notary Public
Residing at: Seaside, OR
My commission expires January 02, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Cynthia D. Reents, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this 12 day of March, 2019.



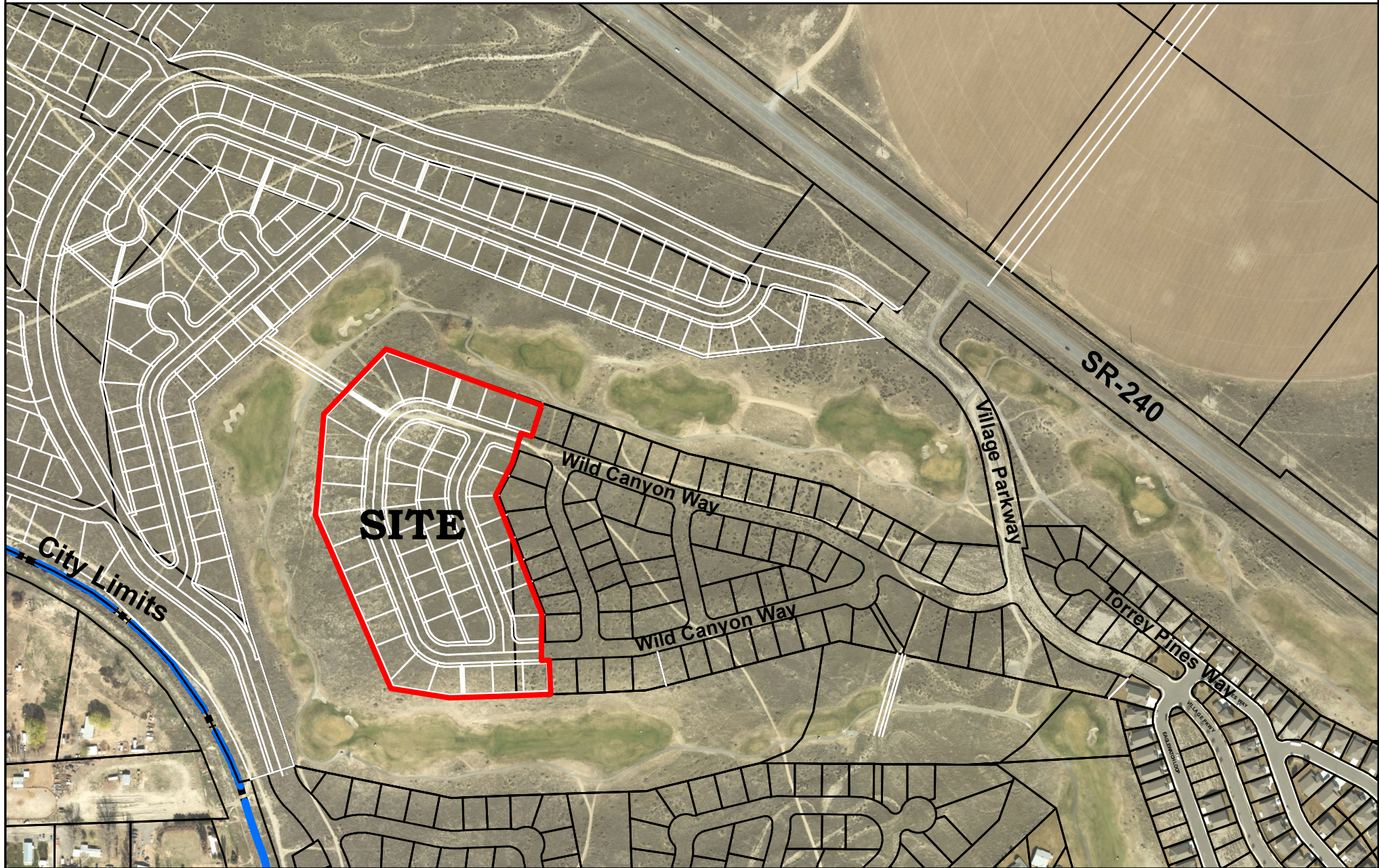
Debra C Barham
Notary Public
Residing at: Benton County
My commission expires 11/16/20

SCHEDULE A - Wild Canyon 2 SIA - North Stone Richland

WORK TO BE COMPLETED PRIOR TO CITY APPROVAL OF FINAL PLAT			
Sanitary sewer system installed and functional			
Domestic water system installed and functional			
Storm drainage system installed and functional			
Street subgrade and base rock placed & compacted to grade			
Property pins placed around boundary of plat, including back yard corners			
Signed third party easements			
Building lots graded per approved grading plan			
WORK TO BE COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE			
TYPE OF WORK	COST PER UNIT	LENGTH	VALUE
Public improvements fronting building lots			\$N/A
Top rock placed & compacted			\$ 31,352.83
Concrete curb and gutter installed			\$ 48,529.15
Paving of city streets			\$ 100,427.04
Unobstructed access to water main/hydrant valves			\$ 14,786.99
Sidewalk and pathway segments aside from building lots			\$ 23,621.66
Property pins placed at all interior lot corners			\$ -
Centerline monuments installed by surveyor - # includes AC patch			\$ 7,100.00
All disturbed soils stabilized to protect against erosion			\$ 27,000.00
Street lighting & circuit installed			\$ 55,895.84
WORK TO BE COMPLETED PRIOR TO RELEASE OF SECURITY FUNDS			
TYPE OF WORK	COST PER UNIT	LENGTH	VALUE
Punchlist Value			\$ 10,000.00
Record Drawings			\$ 1,000.00
Surveyor Information			\$ 500.00
Total Value (All sections)			\$ 320,214
Total value X 150%			\$ 480,320

Vicinity Map

Item: Final Plat - Wild Canyon Phase 2
Applicant: North Stone Richland LLC
File #: FP2019-102





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 58-19, Authorizing an Award of Bid to M & L Construction, Inc. for 2019 Horizontal-Directional Boring and Drilling Services

Department:

Energy Services

Ordinance/Resolution Number:

58-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 58-19, authorizing the City Manager to sign and execute an agreement with M & L Construction, Inc. for 2019 horizontal-directional boring and drilling projects.

Summary:

The 2019-2024 Capital Improvement Plan (CIP) includes the Horizontal-Directional Boring/Drilling project as part of the identified renewal and replacement work. The project calls for installation of conduit in four locations where the direct-buried cable has met or exceeded its life expectancy and needs to be replaced.

The contractor will install the conduit largely using boring/drilling to reduce impact to surrounding structures and personal property, and to minimize system outage times. The conduit will protect the new cable and improve system reliability.

The City received five bids on March 13, 2019, with a low bid of \$645,212.15 and a high bid of \$907,979.65. The engineer's estimate for the project was \$670,635.41. M & L Construction, Inc. was determined to be the lowest responsible bidder.

Construction will begin in April 2019 and be completed by the end of 2019.

Staff recommends approval of Resolution No. 58-19.

Fiscal Impact:

This project is included in the City's approved 2019 Capital Improvement Plan, and funding of \$645,212.15 is in the City's approved 2019 Budget in the Electric Fund.

Attachments:

1. Resolution No. 58-19
2. Proposed Contract - M&L Construction, Inc. (No. 102-19)
3. BID TAB

RESOLUTION NO. 58-19

A RESOLUTION of the City of Richland authorizing the award of bid to M & L Construction, Inc. for horizontal-directional boring and drilling services.

WHEREAS, the City of Richland operates and maintains an electric utility (RES) primarily consisting of distribution equipment and infrastructure that delivers power to customers served by RES; and

WHEREAS, some RES infrastructure has met or exceeded its life expectancy and is in need of replacement to improve system reliability; and

WHEREAS, using horizontal-directional boring and drilling to replace the aged infrastructure will reduce system outage time and minimize impact to surrounding structures and personal property; and

WHEREAS, the City's 2019-2024 Capital Improvement Plan (CIP) includes various projects related to electric utility renewal and replacement; and

WHEREAS, the City issued solicitation bids in accordance with the City's purchasing policies; and

WHEREAS, the City received and opened five (5) bids on March 13, 2019; and

WHEREAS, M & L Construction, Inc. submitted the lowest responsible bid in the amount of \$645,212.15 inclusive of sales tax; and

WHEREAS, the City's best interests are served by completing the project in accordance with the CIP, project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with M & L Construction, Inc. in the amount of \$645,212.15 for the 2019 horizontal-directional boring and drilling project, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved contract amount.

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 16th day of April, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

DEBBY BARHAM, Deputy City Clerk

HEATHER KINTZLEY, City Attorney



City of Richland
PUBLIC WORKS CONTRACT
Contract No. 102-19

2019 Horizontal-Directional Boring & Drilling

Project Name

ITB No. 19-0019

Bid Number

THIS CONTRACT is made and entered into by and between the City of Richland (Owner), and M & L Construction, Inc., a Corporation (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor shall perform all work and furnish all material, labor, tools, supplies, equipment, apparatus, facilities, and other services necessary for the construction of **2019 Horizontal-Directional Boring & Drilling, Bid No. ITB 19-0019** in the amount of **\$645,212.15**, including taxes in accordance with the terms, conditions and covenants of the contract as set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Contract Manual
- B. Washington State Department of Transportation Standard Specifications 2018 as modified by all amendments thereto as of the date of the bid opening of this Project (Standard Specifications)
- C. Special Provisions
- D. Plans, Drawings and Project Specifications
- E. Addenda (if any)
- F. Payment and Performance Bond
- G. Contractor's Bid dated 3/11/19
- H. Any change orders, additions or deletions, if any, issued by the City

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by 11/30/19.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain an amount specified as Liquidated Damages as refer to Paragraph 1-08.9 of the WSDOT Standard Specifications for each calendar day thereafter that the Work remains uncompleted and which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:



City of Richland
PUBLIC WORKS CONTRACT
Contract No. 102-19

Base Bid	=	<u>\$ 594,118.00</u>
Sales Tax (if applicable):	8.6%	<u>51,094.15</u>
CONTRACT AWARD AMOUNT:	=	<u>\$ 645,212.15</u>

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:

CONTRACTOR:

CITY OF RICHLAND

M & L CONSTRUCTION, INC.

By: _____
Signature _____ Date _____
Name: Cynthia D. Reents
Title: City Manager

By: _____
Signature _____ Date _____
Name: Scot Hattenburg
Title: President

Attest: _____
Signature _____ Date _____
Name: Debby Barham
Title: Deputy City Clerk

Form
Approved: _____
Signature _____ Date _____
Name: Heather Kintzley
Title: City Attorney



City of Richland

DATE BIDS OPENED:	March 13, 2019	ITB No. 19-0019
**PROJECT NAME **	2019 Horizontal-Directional Boring & Drilling	

				ENGINEER'S ESTIMATE		M & L Construction Spokane, WA		Trenchless Construction Arlington, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Canyon Terrace Phase II									
A-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	2,500.00	2,500.00	5,000.00	5,000.00
A-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	890	LF	44.00	39,160.00	35.00	31,150.00	46.00	40,940.00
A-3	Boring/Drilling 2 – 3" conduit installation	3,249	LF	52.00	168,948.00	47.00	152,703.00	48.00	155,952.00
A-4	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	20	EA	1,320.00	26,400.00	1,000.00	20,000.00	700.00	14,000.00
A-5	Supply and Install V11B vault with V11STL lid	1	EA	2,300.00	2,300.00	3,800.00	3,800.00	3,700.00	3,700.00
A-6	Supply and Install V3B vault with V3KO lid	7	EA	1,300.00	9,100.00	800.00	5,600.00	2,200.00	15,400.00
A-7	Flagging	1	LS	3,000.00	3,000.00	10,000.00	10,000.00	19,000.00	19,000.00
A-8	ROW Permitting	1	LS	150.00	150.00	1,000.00	1,000.00	1,100.00	1,100.00
Schedule A - Canyon Terrace Phase II		SUBTOTAL		\$254,058.00		\$226,753.00		\$255,092.00	
8.6%		SALES TAX		21,848.99		19,500.76		21,937.91	
Schedule A - Canyon Terrace Phase II		TOTAL		\$275,906.99		\$246,253.76		\$277,029.91	
Schedule B - McMurray & Thayer									
B-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	1,000.00	1,000.00	5,000.00	5,000.00
B-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	3,130	LF	44.00	137,720.00	31.00	97,030.00	32.00	100,160.00
B-3	Boring/Drilling and 2 – 3" conduit installation	800	LF	52.00	41,600.00	50.00	40,000.00	40.00	32,000.00
B-4	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	9	EA	1,320.00	11,880.00	1,000.00	9,000.00	900.00	8,100.00
B-5	Supply and Install V11B vault with V11STL lid	1	EA	2,300.00	2,300.00	3,500.00	3,500.00	3,500.00	3,500.00
B-6	Supply and Install V3B vault with V3STL lid	1	EA	1,400.00	1,400.00	1,800.00	1,800.00	2,100.00	2,100.00
B-7	Supply and Install V3B vault with V3KO lid	3	EA	1,300.00	3,900.00	900.00	2,700.00	2,100.00	6,300.00
B-8	Flagging	1	LS	3,000.00	3,000.00	25,000.00	25,000.00	17,300.00	17,300.00
B-9	ROW Permitting	1	LS	150.00	150.00	1,000.00	1,000.00	1,000.00	1,000.00
Schedule B - McMurray & Thayer		SUBTOTAL		\$206,950.00		\$181,030.00		\$175,460.00	
8.6%		SALES TAX		17,797.70		15,568.58		15,089.56	
Schedule B - McMurray & Thayer		TOTAL		\$224,747.70		\$196,598.58		\$190,549.56	
Schedule C - Thayer Feeder F-23									
C-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	1,000.00	1,000.00	5,000.00	5,000.00
C-2	Boring/Drilling and/or trenching 1 - 6" conduit installation	1,560	LF	55.00	85,800.00	66.00	102,960.00	71.00	110,760.00



City of Richland

DATE BIDS OPENED:	March 13, 2019	ITB No. 19-0019
**PROJECT NAME **	2019 Horizontal-Directional Boring & Drilling	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		M & L Construction Spokane, WA		Trenchless Construction Arlington, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-3	Supply and Install V19B vault with V19STLS lid	2	LF	1,320.00	2,640.00	7,500.00	15,000.00	5,400.00	10,800.00
C-4	Supply and Install V29B vault with V29SWTDF lid	1	EA	3,500.00	3,500.00	8,100.00	8,100.00	7,800.00	7,800.00
C-5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	2	EA	4,500.00	9,000.00	1,000.00	2,000.00	650.00	1,300.00
C-6	Flagging	1	LS	3,000.00	3,000.00	25,000.00	25,000.00	17,000.00	17,000.00
C-7	ROW Permitting	1	LS	150.00	150.00	1,000.00	1,000.00	1,000.00	1,000.00
Schedule C - Thayer Feeder F-23				SUBTOTAL		\$109,090.00		\$155,060.00	
8.6%				SALES TAX		9,381.74		13,335.16	
Schedule C - Thayer Feeder F-23				TOTAL		\$118,471.74		\$168,395.16	
Schedule D - Norwood Heights									
D-1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	1,000.00	1,000.00	5,000.00	5,000.00
D-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	595	LF	44.00	26,180.00	25.00	14,875.00	33.00	19,635.00
D-3	Boring/Drilling 2 - 3" conduit installation	100	LF	52.00	5,200.00	35.00	3,500.00	52.00	5,200.00
D-4	Supply and Install V3B vault with V3KO lid	1	EA	1,300.00	1,300.00	900.00	900.00	1,700.00	1,700.00
D-5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	5	EA	1,320.00	6,600.00	1,000.00	5,000.00	700.00	3,500.00
D-6	Flagging	1	LS	3,000.00	3,000.00	5,000.00	5,000.00	3,000.00	3,000.00
D-7	ROW Permitting	1	LS	150.00	150.00	1,000.00	1,000.00	1,000.00	1,000.00
Schedule D - Norwood Heights				SUBTOTAL		\$47,430.00		\$31,275.00	
8.6%				SALES TAX		4,078.98		2,689.65	
Schedule D - Norwood Heights				TOTAL		\$51,508.98		\$33,964.65	
Schedule A - Canyon Terrace Phase II					275,906.99	246,253.76		277,029.91	
Schedule B - McMurray & Thayer					224,747.70	196,598.58		190,549.56	
Schedule C - Thayer Feeder F-23					118,471.74	168,395.16		166,874.76	
Schedule D - Norwood Heights					51,508.98	33,964.65		42,392.01	
GRAND TOTAL					670,635.41	645,212.15		676,846.24	



City of Richland

DATE BIDS OPENED:	March 13, 2019	ITB No.	19-0019
**PROJECT NAME **	2019 Horizontal-Directional Boring & Drilling		

Sanders Line Construction Cheney, WA	Paramount Communications Richland, WA	Cascade Cable Constructors Spokane, WA
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Canyon Terrace Phase II									
A-1	Mobilization per Task Order	1	LS	2,897.00	2,897.00	10,000.00	10,000.00	1,482.60	1,482.60
A-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	890	LF	33.28	29,619.20	42.00	37,380.00	59.98	53,382.20
A-3	Boring/Drilling 2 - 3" conduit installation	3,249	LF	51.21	166,381.29	46.00	149,454.00	66.89	217,325.61
A-4	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault	20	EA	888.00	17,760.00	1,100.00	22,000.00	1,422.30	28,446.00
A-5	Supply and Install V11B vault with V11STL lid	1	EA	4,477.00	4,477.00	3,930.00	3,930.00	4,914.60	4,914.60
A-6	Supply and Install V3B vault with V3KO lid	7	EA	1,936.00	13,552.00	1,440.00	10,080.00	3,121.36	21,849.52
A-7	Flagging	1	LS	2,636.00	2,636.00	4,000.00	4,000.00	3,000.00	3,000.00
A-8	ROW Permitting	1	LS	1,018.00	1,018.00	500.00	500.00	250.00	250.00

Schedule A - Canyon Terrace Phase II	SUBTOTAL	\$238,340.49	\$237,344.00	\$330,650.53
8.6%	SALES TAX	20,497.28	20,411.58	28,435.95
Schedule A - Canyon Terrace Phase II	TOTAL	\$258,837.77	\$257,755.58	\$359,086.48

Schedule B - McMurray & Thayer									
B-1	Mobilization per Task Order	1	LS	2,897.00	2,897.00	10,000.00	10,000.00	247.10	247.10
B-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	3,130	LF	36.34	113,744.20	42.00	131,460.00	58.81	184,075.30
B-3	Boring/Drilling and 2 - 3" conduit installation	800	LF	51.86	41,488.00	46.00	36,800.00	65.72	52,576.00
B-4	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	9	EA	897.00	8,073.00	1,100.00	9,900.00	1,422.30	12,800.70
B-5	Supply and Install V11B vault with V11STL lid	1	EA	4,477.00	4,477.00	3,930.00	3,930.00	4,914.60	4,914.60
B-6	Supply and Install V3B vault with V3STL lid	1	EA	2,148.00	2,148.00	2,250.00	2,250.00	3,121.36	3,121.36
B-7	Supply and Install V3B vault with V3KO lid	3	EA	2,148.00	6,444.00	1,440.00	4,320.00	3,121.36	9,364.08
B-8	Flagging	1	LS	2,435.00	2,435.00	15,000.00	15,000.00	45,000.00	45,000.00
B-9	ROW Permitting	1	LS	1,018.00	1,018.00	500.00	500.00	250.00	250.00

Schedule B - McMurray & Thayer	SUBTOTAL	\$182,724.20	\$214,160.00	\$312,349.14
8.6%	SALES TAX	15,714.28	18,417.76	26,862.03
Schedule B - McMurray & Thayer	TOTAL	\$198,438.48	\$232,577.76	\$339,211.17

Schedule C - Thayer Feeder F-23									
C-1	Mobilization per Task Order	1	LS	2,897.00	2,897.00	10,000.00	10,000.00	247.10	247.10
C-2	Boring/Drilling and/or trenching 1 - 6" conduit installation	1,560	LF	78.04	121,742.40	54.00	84,240.00	65.11	101,571.60



City of Richland

DATE BIDS OPENED:	March 13, 2019	ITB No.	19-0019
**PROJECT NAME **	2019 Horizontal-Directional Boring & Drilling		

				Sanders Line Construction Cheney, WA		Paramount Communications Richland, WA		Cascade Cable Constructors Spokane, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-3	Supply and Install V19B vault with V19STLS lid	2	LF	8,369.00	16,738.00	11,000.00	22,000.00	5,186.05	10,372.10
C-4	Supply and Install V29B vault with V29SWTDF lid	1	EA	9,762.00	9,762.00	14,500.00	14,500.00	7,553.50	7,553.50
C-5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	2	EA	1,187.00	2,374.00	1,100.00	2,200.00	948.20	1,896.40
C-6	Flagging	1	LS	19,037.00	19,037.00	14,000.00	14,000.00	24,000.00	24,000.00
C-7	ROW Permitting	1	LS	1,028.00	1,028.00	500.00	500.00	250.00	250.00
Schedule C - Thayer Feeder F-23				SUBTOTAL		\$173,578.40		\$147,440.00	
8.6%				SALES TAX		14,927.74		12,679.84	
Schedule C - Thayer Feeder F-23				TOTAL		\$188,506.14		\$160,119.84	
Schedule D - Norwood Heights								\$145,890.70	
D-1	Mobilization per Task Order	1	EA	2,225.00	2,225.00	10,000.00	10,000.00	247.10	247.10
D-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	595	LF	45.21	26,899.95	42.00	24,990.00	51.46	30,618.70
D-3	Boring/Drilling 2 - 3" conduit installation	100	LF	67.41	6,741.00	46.00	4,600.00	58.37	5,837.00
D-4	Supply and Install V3B vault with V3KO lid	1	EA	2,455.00	2,455.00	1,440.00	1,440.00	3,121.36	3,121.36
D-5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	5	EA	1,183.00	5,915.00	1,100.00	5,500.00	1,422.30	7,111.50
D-6	Flagging	1	LS	816.00	816.00	2,750.00	2,750.00	1.00	1.00
D-7	ROW Permitting	1	LS	514.00	514.00	500.00	500.00	250.00	250.00
Schedule D - Norwood Heights				SUBTOTAL		\$45,565.95		\$49,780.00	
8.6%				SALES TAX		3,918.67		4,281.08	
Schedule D - Norwood Heights				TOTAL		\$49,484.62		\$54,061.08	
Schedule A - Canyon Terrace Phase II				258,837.77		257,755.58		359,086.48	
Schedule B - McMurray & Thayer				198,438.48		232,577.76		339,211.17	
Schedule C - Thayer Feeder F-23				188,506.14		160,119.84		158,437.30	
Schedule D - Norwood Heights				49,484.62		54,061.08		51,244.71	
GRAND TOTAL				695,267.02		704,514.26		907,979.65	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Items for Approval

Core Focus Area I - Financial & Operational

Subject:

Approve the Proclamation of Appreciation: Yichien Cooper

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Approve the proclamation expressing appreciation to Yichien Cooper for her volunteer service to the City of Richland.

Summary:

Ms. Yichien Cooper was appointed to the Arts Commission on December 17, 2013 and served through her second term, which expired on March 31, 2019.

Fiscal Impact:

None.

Attachments:

I. Proclamation of Appreciation - Yichien Cooper



WHEREAS, Yichien Cooper was first appointed to the Arts Commission on December 17, 2013 and served five (5) years and three (3) months until March 31, 2019; and

WHEREAS, Ms. Cooper faithfully dedicated her time, knowledge, and talents for the benefit of the citizens of Richland; and

WHEREAS, during Ms. Cooper's tenure on the Arts Commission, she served as Vice Chair and chaired numerous subcommittees; and

WHEREAS, Ms. Cooper faithfully assisted with development of the annual Arts Commission work plans, the Tree of Seasons installation in The Parkway, completion of Howard Amon Park's musical plaza, theme development and landscape/art recommendations for roundabouts along the Duportail Extension project, and artistic enhancement of the Duportail Bridge sound wall; and

WHEREAS, Ms. Cooper was instrumental in coordinating volunteers for signature community events in the City of Richland, thereby contributing greatly to the success of such events; and

WHEREAS, Ms. Cooper also assisted with artist selection and collaboration for the Queensgate Roundabout art pieces to be installed in spring of 2019.

NOW, THEREFORE, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to Yichien Cooper the City's appreciation for the services Ms. Cooper rendered during her tenure as a member of the Arts Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 16th day of April, 2019.


Robert J. Thompson
Mayor of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Authorize Travel for Mayor Thompson

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize travel for Mayor Thompson to attend the ECA Member Roundtable and Discussion of DOE's Proposed High-Level Waste Implementation and Impact in Washington, D.C. from April 30 - May 2, 2019.

Summary:

Mayor Thompson plans to attend the Energy Communities Alliance (ECA) Member Roundtable and Discussion of the Department of Energy's (DOE) Proposed HLW Implementation and Impact in Washington, D.C. from April 30 - May 2, 2019.

Members of the ECA Board of Directors will participate in a roundtable discussion and meet with officials from the DOE Offices of Environmental Management, Nuclear Energy, and the National Nuclear Security Administration, as well as discuss local government/member priorities and site-specific concerns.

The ECA and the Environmental Council of the States (ECOS) are hosting a joint meeting to facilitate discussion of DOE's proposed interpretation of the statutory definition for high-level radioactive waste (HLW). Local, state, and tribal government officials, the DOE, and others will share and discuss perspectives on DOE's interpretation, potential challenges, and opportunities for coordination in regards to the examination of defense HLW disposal alternatives.

Richland Municipal Code Sections 1.01.040 and 2.26.062 require Council approval for travel which requires either an overnight stay, the use of commercial transportation to travel outside of Washington State or when expenses exceed \$500.

Fiscal Impact:

Anticipated expenses for Mayor Thompson to attend the ECA Member Roundtable and Discussion of DOE's Proposed HLW Implementation and Impact are \$2031.51. Many of these expenses will be reimbursed by ECA. There are enough funds in Council's travel budget line item to cover expenses not reimbursed by ECA.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/16/2019

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from March 25, 2019 - April 5, 2019 for \$8,579,203.79 including Check Nos. 266872-267102, Wire Nos. 7439-7468, Payroll Check Nos. 148968-149491, and Payroll Wire/ACH Nos. 10917-10939

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from March 25, 2019, to April 5, 2019 in the amount of \$8,579,203.79.

Summary:

Breakdown of Expenditures:

Check Nos.	266872-267102	678,029.05
Wire Nos.	7439-7468	5,335,620.58
Payroll Check Nos.	148968-149491	29,093.56
Payroll Wires/ACH	10917-10939	2,536,460.60
TOTAL		\$8,579,203.79

Fiscal Impact:

Yes

Total Disbursements: \$8,579,203.79. Disbursements (wire transfers) include \$4,456,402.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 25, 2019 - APRIL 5, 2019

Payee	Wire Description	Amount
Claim Wires - Wire No. 7439 to 7468		
AW Rehn Insurance	Fire Health Reimbursement Account	21,294.00
Bonneville Power Administration	Purchase Power	4,456,402.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	355,439.39
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,591.00
Discovery Benefits	Section 125	13,375.96
LEOFF Trust	Fire Health Premiums	94,184.76
Payment Processing, Inc.	Landfill Merchant Service Fees	2,333.47
US Bank Trust	Principal/Interest Bonds	391,000.00
	Total Claim Wire Transfers	\$ 5,335,620.58
Payroll Wires & Direct Deposits (ACH) - Wire No. 10917 to 10939		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,536,460.60
Total Claim & Payroll Wires/ACH		\$ 7,872,081.18

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
AMUNDSON, JON		19-154 AMUNDSON	266975	19-154 DEVELOPER SITE VISIT	\$422.20
FOWLER GENERAL CONSTRUCTION INC		090518	267059	REFUND OVRPMT AR20703 9-29-18	\$55.65
FURSTENAU, MARK F		082418	267061	OVERPAYMENT AR 22014 8-24-18	\$8.50
TALENT WISE INC		7729279	267021	BACKGROUND CHECKS-FEBRUARY	\$107.52
UNASSIGNED TOTAL ****					\$593.87
Division: 001 CITY COUNCIL					
REENTS, CYNTHIA		19-152 REENTS	267013	19-152 ICMA 19 WEST CST REG	\$1,007.68
CITY COUNCIL TOTAL ****					\$1,007.68
Division: 100 CITY MANAGER					
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$11.11
CITY MANAGER TOTAL ****					\$11.11
Division: 101 CITY CLERK					
CODE PUBLISHING INC		62850	266983	WEB UPDATE 02/11/19	\$2,263.63
		62904		WEB UPDATE 02/25/19	\$1,145.51
TRI CITY HERALD	S018269	I04076797	266947	PHN 2/19/19 RAN ON 2/10/19	\$44.49
	S018269	I04077000		ORD 04-19 PW RAN ON 2/10/19	\$22.25
	S018269	I04077019		ORD 08-19 RAN ON 2/10/19	\$17.30
	S018269	I04077033		ORD 07-19 RAN ON 2/10/19	\$19.77
	S018269	I04077039		ORD 06-19 RAN ON 2/10/19	\$24.72
	S018269	I04089471		PHN 2/19/19 RAN ON 2/17/19	\$71.68
	S018269	I04089480		PHN 2/19/19 RAN ON 2/17/19	\$66.74
	S018269	I04089486		PHN 2/19/19 RAN ON 2/17/19	\$71.68
	S018269	I04091314		PHN 3/5/19 RAN ON 3/3/19	\$37.08
	S018269	I04091317		PHN 3/5/19 RAN ON 3/3/19	\$39.55
	S018269	I04095504		ORD 09-19 CLERK RAN ON 2/24/19	\$22.25
	S018269	I04095536		ORD 13-19 CLERK RAN ON 2/24/19	\$22.25
	S018269	I04095566		ORD 12-19 CLERK RAN ON 2/24/19	\$22.25
	S018269	I04095592		ORD 10-19 CLERK RAN ON 2/24/19	\$22.25
	S018269	I04096251		ORD 18-19 CLERK RAN ON 2/24/19	\$24.72
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$8.25
CITY CLERK TOTAL ****					\$3,946.37
Division: 102 CITY ATTORNEY					
BENTON COUNTY TREASURER		2019-01	266977	DISTRICT COURT/OPD-JAN 2019	\$22,427.04
CONSILIO LLC		IVC085097	266987	TCRY V COR	\$13,834.90
INSLEE, BEST, DOEZIE & RYDER, P.S.		241278	266997	EMPLOYMENT INVEST NOV/DEC 2018	\$5,774.89
		243524		EMPLOYMENT INVESTIGATION	\$137.50
MENKE JACKSON BEYER LLP		03/2019-456	266923	DENNEY V COR - PRR	\$6,561.03



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THOMSON REUTERS-WEST		839703171	267023	INFORMATION CHARGES-JAN 2019	\$2,259.63
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$12.90
CITY ATTORNEY TOTAL ****					\$51,007.89
Division: 110 ASSISTANT CITY MANAGER					
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$9.68
ASSISTANT CITY MANAGER TOTAL ****					\$9.68
Division: 111 COMMUNICATIONS & MARKETING					
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$2.91
				TELEPHONE CHARGES 3/01-3/31/19	\$2.78
				TELEPHONE CHARGES 3/01-3/31/19	\$0.27
COMMUNICATIONS & MARKETING TOTAL ****					\$5.96
Division: 112 CABLE COMMUNICATIONS					
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$4.13
CABLE COMMUNICATIONS TOTAL ****					\$4.13
Division: 113 HANFORD COMMUNITIES					
LUNDGREN, REGINA E		RCH-SB668	267070	SPEAKERS BUREAU - MARCH	\$320.00
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$4.15
HANFORD COMMUNITIES TOTAL ****					\$324.15
Division: 120 FIRE					
BENTON RURAL ELECTRIC ASSOCIATION		02/19-74170526	266878	COLLINS RD RADIO TOWER ELECT	\$129.21
BRUTZMAN'S INC	P060152	0000807650	266882	OTGSLKBADC TRAY, KD, DCH	\$125.11
	P060152			OTGSL4824RADC RETURN BRIDGE 4	\$172.02
	P060152			OTGSL7136CERADC CREDENZA, COR	\$319.28
	P060152			OTGSL3622MSFADC MIXED STORAGE	\$437.88
	P060152			OTGSL22BBFADC PEDESTAL, B/B/F	\$280.19
CALLBACK STAFFING SOLUTIONS LLC		0011743	266884	STAFFING CALLBACK SRVCS-MAR	\$229.85
CITY OF RICHLAND		19-127 CLEMENSON	266981	19-127 INTRNL WIRELESS COM	\$860.32
COLUMBIA FITNESS		M1138	266890	SERVICE/LABOR (ST 72)	\$103.17
D&D TELECOMMUNICATION PROPERTIES LLC		576	266989	PERRY MONUMENT RD RENT 3/19	\$782.87
FINANCIAL CONSULTING SOLUTION GROUP	P060167	2991-21903022	267058	FIRE DEPARTMENT COST OF SERVIC	\$437.50
FRONTIER		04/19-2061880334	266993	VHF PHONE LINE 03/19-04/18/19	\$423.06
NW AIR & SAFETY		2355	266929	ST 72 COMPRR RPR/SRVC	\$868.80
ORION SAFETY PRODUCTS	P060205	00283765	266932	#0730 - 30 MINUTE SPIKELESS RO	\$50.53
	P060205			SHIPPING	\$20.11
OXARC INC		30594328	267009	VEH EXT MAINT 71 72 73 74	\$182.23
RACOM CORPORATION		16470	267010	MAGNETIC MIC SINGLE UNIT PLFRM	\$115.53
RICHLAND ACE HARDWARE		217204-2	267016	FASTENERS	\$22.26
		66719/1		BATTERY ALKALINE (SCBA TEST)	\$91.16
		66746/1		WALLBOARD ANCHOR KIT	\$26.05
XEROX CORPORATION	P060238	096249258	266963	OFFICE COPIER LEASE/USAGE (FEB	\$379.57



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION	P060238	096249259	266963	FIRE ST 72 ANNUAL COPIER MAINT	\$143.35
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$42.78
FIRE TOTAL ****					\$6,242.83
Division:	130	POLICE			
CITY OF RICHLAND		19-106 PECK	266981	19-106 ADV CPTD	\$655.44
FRONTIER	S018271	03/19 2061882614	267060	TELEPHONE CHARGE 3/19/19 - 4/1	\$71.79
INTEGRA IMAGING PS		460398994	266912	MED CLEARANCE19-01003 BALDAMIN	\$26.00
LARSEN GUNSMITHING & FIREARMS	P060126	9555	266917	FREIGHT PER SCOI	\$156.38
	P060126			RB-1	\$108.60
	P060126			KO1/S	\$495.22
	P060126			KO1-SB	\$257.93
	P060126			KO1PC	\$608.16
	P060134	9566		UE-SR07-BK	\$1,677.87
	P060197	9567	266918	SUREFIRE DG-11 PRESSURE SWITCH	\$752.60
ORION SAFETY PRODUCTS	P060205	00283765	266932	#0730 - 30 MINUTE SPIKELESS RO	\$353.71
	P060205			SHIPPING	\$132.81
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$2.02
				TELEPHONE CHARGES 3/01-3/31/19	\$94.83
POLICE TOTAL ****					\$5,393.36
Division:	210	ADMINISTRATIVE SERVICES			
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$5.58
ADMINISTRATIVE SERVICES TOTAL ****					\$5.58
Division:	211	FINANCE			
SHI INTERNATIONAL CORP	P060196	B09691992	266940	ADOBE ACROBAT STANDARD 2017	\$212.77
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$36.57
				TELEPHONE CHARGES 3/01-3/31/19	\$23.12
				TELEPHONE CHARGES 3/01-3/31/19	\$0.22
FINANCE TOTAL ****					\$272.68
Division:	212	PURCHASING			
ACCESS UNLIMITED & SECURITY, INC.	P060022	13680	266872	ACCESS CNTRL 2N IP INTERCOM GO	\$244.35
	P060022			2N IP FORCE 2 BUTTONS, HD	\$1,428.09
	P060022			ACCESS CNTRL 2N HELIOS IP FORC	\$320.37
ORKIN EXTERMINATING INC	S018202	181798264	266933	2019 PEST CONTROL SERVICES FOR	\$33.57
	S018202			2019 PEST CONTROL SERVICES FOR	\$33.56
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$9.77
				TELEPHONE CHARGES 3/01-3/31/19	\$21.06
PURCHASING TOTAL ****					\$2,090.77
Division:	213	INFORMATION TECHNOLOGY			
CERIUM NETWORKS INC	P060224	1074756	266887	ENGINEER REMOTE SYS PROGRAMMIN	\$280.00
SMARSH, INC.	P060015	INV00469953	267086	ANNUAL RENEWAL MESSAGE/WEB	\$760.20



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S018266	000986641129	266952	3 THIRD PARTY PKGS FOR IT FROM	\$19.06
	S018274	000986641139	267098	NDA PKG TO ACTIVE NETWORK LLC	\$13.79
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$67.22
				TELEPHONE CHARGES 3/01-3/31/19	\$9.72
INFORMATION TECHNOLOGY TOTAL ****					\$1,149.99
Division:	220	HUMAN RESOURCES			
CANON FINANCIAL SERVICES, INC		19883561	266979	CANON-IRC55501-XLG04984-MARCH	\$266.78
		19883562		CANON-PAPERDECK-XLG04987A-MAR	\$28.00
CITY OF KENNEWICK		013846	267039	BACKGROUND INVESTIGATIONS	\$1,102.00
ON SCENE MEDICAL SERVICES, P.C.		1182	267078	PRE EMP PHYS/VACC/DOT/CDL HR	\$4,356.00
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$23.79
HUMAN RESOURCES TOTAL ****					\$5,776.57
Division:	300	DEVELOPMENT SERVICES ADMIN			
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$1.39
				TELEPHONE CHARGES 3/01-3/31/19	\$5.52
				TELEPHONE CHARGES 3/01-3/31/19	\$5.83
				TELEPHONE CHARGES 3/01-3/31/19	\$8.23
				TELEPHONE CHARGES 3/01-3/31/19	\$30.21
				TELEPHONE CHARGES 3/01-3/31/19	\$5.89
DEVELOPMENT SERVICES ADMIN TOTAL ****					\$57.07
Division:	301	DEVELOPMENT SERVICES			
AVANTECH INC	S018034	19-3309	266876	TRACEY PELOQUIN - CLERICAL	\$1,452.36
TRI CITY HERALD	S018269	I04076786	266947	PHN FILE #Z2018-109 RAN ON 2/9	\$46.96
	S018269	I04096116		SEPA DETERMINATION FILE #EA201	\$51.91
DEVELOPMENT SERVICES TOTAL ****					\$1,551.23
Division:	303	LIBRARY			
BIBLIOTHECA ITG LLC		QUO-108353-B6H5	267033	ANNUAL SUPPORT MAINTENANCE	\$842.99
OCLC INC		0000650786	266930	CATALOGING/METADATA/RES/REF	\$1,098.79
WT COX SUBSCRIPTIONS		3061036	266962	SUBSCRIPTION 19 20	\$94.93
XEROX CORPORATION		096249170	266963	7HB-469027 BASE CHARGE-MAR	\$10.86
		096249264		LX5-692917 BASE/PRINTS-FEB	\$376.38
		096249265		LX5-692939 BASE/PRINTS-FEB	\$173.46
		096249266		LX5-692943 BASE/PRINTS-FEB	\$144.85
		096249267		LX5-692946 BASE/PRINTS-FEB	\$268.06
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$35.47
LIBRARY TOTAL ****					\$3,045.79
Division:	330	PARKS & RECREATION ADMIN			
AVANTECH INC	P059933	19-3308	266876	DAVE BRYANT CONSULTING FOR PAR	\$1,177.20
PARKS & RECREATION ADMIN TOTAL ****					\$1,177.20



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 331 PARKS & REC - RECREATION					
BUCKSKIN GOLF CLUB		2019 REFEREES	266883	YOUTH BBALL REFEREES 2019	\$9,190.81
ELIZABETH E TROST		FEBRUARY 2019	267055	FEBRUARY CLASS-7407	\$298.70
FRONTIER	S018271	03/19 2061882614	267060	TELEPHONE CHARGE 3/19/19 - 4/1	\$200.87
	S018271	03/19 5099464177		TELEPHONE CHARGE 3/19/19 - 4/1	\$74.43
HEALTHY FEET LLC		MARCH 2019	266996	FOOT CARE CLASSES-MARCH	\$800.42
JACKSON, JULIE		19-155 JACKSON	266998	19-155 NOVE PRESENT	\$351.76
TALENT WISE INC		7729279	267021	BACKGROUND CHECKS-FEBRUARY	\$41.83
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$24.05
				TELEPHONE CHARGES 3/01-3/31/19	\$8.34
				TELEPHONE CHARGES 3/01-3/31/19	\$1.39
PARKS & REC - RECREATION TOTAL ****					\$10,992.60
Division: 335 PARKS & REC - PARKS&FACILITIES					
AIREFCO INC		4127558	267028	PLN CHILLER END BELL CASKET	\$737.55
AMERICAN WHEEL SPECIALIST, INC		8429	267029	VAULT FRAME COLUMBIA PT	\$250.00
BENTON COUNTY SHERIFF'S OFFICE		02/19 WORKCREW II	266877	WORKCREW II FEBRUARY INV 1163	\$8,433.93
CASCADE NATURAL GAS CORP		0219 90577100002	266886	NAT GAS BLDG 300 1/16-2/14	\$3,277.85
		03/19 51897100007		NAT GAS 1005 SWIFT 02/15-03/15	\$14.11
		03/19 61897100006		NAT GAS 955 NORTHGATE2/20-3/15	\$2,038.35
		03/19 73638100005		NAT GAS 500 AMON 02/20-03/15	\$1,705.45
		03/19 75226321539		NAT GAS 2710 DUPTL 2/15-3/15	\$1,031.67
		03/19 80577100003		NAT GAS 2700 DUPRT 2/15-3/14	\$2,965.99
		03/19 90577100002		NAT GAS BLDG 300 2/15-3/14	\$2,534.44
		03/19 96738100005		NAT GAS 505 SWIFT 2/20-3/15	\$2,184.88
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-606598	266894	RECYCLE LIGHTS	\$302.59
		3627-606828	267045	BADGER COMFORT - LIGHTS	\$73.71
		3627-607095		UPTOWN - LIGHTS	\$242.67
DESERT GREEN TURF INC		11655	267051	SOD BADGER BALLFIELD RENO	\$498.18
		30085		SOD BADGER BALLFIELD RENO	\$498.18
EWING IRRIGATION PRODUCTS INC		699699	266901	SHOVEL FOR TRANSPLANTING	\$50.43
		7009835		TURFACE RAPID DRY	\$789.13
		7053901	267056	COUPLING/PIPE	\$128.82
FERGUSON ENTERPRISES INC		7030888	266903	FAUCET	\$515.31
FRONTIER	S018271	03/19 2061882614	267060	TELEPHONE CHARGE 3/19/19 - 4/1	\$1,286.14
	S018271			TELEPHONE CHARGE 3/19/19 - 4/1	\$33.93
HERC RENTALS INC		30635412-001	266907	LOADER RENTAL SNOW REMOVAL	\$453.53
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		A-2046	267073	SKATE PARK	\$91.00
		A-2070		HAINS COMFORT STATION	\$88.00
MILLER PAINT COMPANY INC		31319274	266925	PAINT	\$28.62
		31331796		PAINT	\$144.91



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MILLER PAINT COMPANY INC		31336211	267074	PAINT LACCROSE - BADGER	\$121.80
		31338496		PAINT - PROUT POOL	\$266.29
MOON SECURITY SERVICES INC		963582	266926	BASIC FIRE MONITORING	\$33.00
				BASIC FIRE MONITORING	\$36.00
		970230	267076	BASIC FIRE MONITOR LIBRARY	\$39.10
		970944		ST#74 CELL GSM FIRE B/U	\$7.56
ON SCENE MEDICAL SERVICES, P.C.		1182	267078	VACC P&F	\$95.00
OXARC INC		30609914	267080	DUPLICATE INV 30586358	\$218.45
		30611959		DUP INV 30586358 CREDIT	(\$218.45)
RICHLAND ACE HARDWARE		217164/2	266937	PAINTING-COL PARK W	\$35.82
		217177/2		PAINTING-COL PARK W	\$10.85
		217194/2		GRAY PRIMER	\$11.40
		217202/2		SOAP	\$5.42
		217208/2	267084	PAINTING FLOORS - COL PARK	\$59.71
		217222/2		GARDEN HOSE	\$108.58
		217223/2		FLAGS - LACROSSE SET UP	\$10.85
		66537/1	266937	PAINTING-COL PARK W	\$103.15
		66571/1		DRILL BITS, CLAMPS	\$43.42
		66612/1		DISHWASHER PARTS-STA. 73	\$18.21
		66626/1		PAINTING HEATER-POOL	\$48.86
		66632/1		TRUCK SUPPLIES	\$73.36
		66670/1		FASTENERS-PIANO REPAIR	\$12.89
		66681/1	267084	VOLLEYBALL CT MAINT	\$6.92
		66685/1	266937	PAINTING-COL PARK W	\$7.16
		66694/1		CAR CHARGER	\$16.28
		66698/1		PVC CAP, CONCRETE	\$32.75
		66714/1	267084	PAINTING FLOORS - PROUT POO	\$10.40
		66721/1		CONCRETE STEP REPAIR	\$15.62
		66747/1		PAINTING FLOORS - PROUT POO	\$39.70
		66748/1		BELT HOOK, GLOVES	\$23.86
		66752/1		PAINTING FLOORS - PROUT POO	\$11.69
		66764/1		IRRIGATION PARTS	\$19.52
		66788/1		GARDEN HOSE	\$39.09
		66823/1		MEASURE CUP FOR CHEMICALS	\$55.33
		66846/1		HORN FIELD RENO	\$48.82
SIEMENS INDUSTRY INC	S018251	5445441455	266941	DCT PT TMP, 100K OHM, 4", BRAC	\$500.10
SPRAGUE PEST SOLUTIONS		3779129	266942	MAR 2019 MONTHLY SERVICE-FS 1	\$103.17
		3779133	267089	MAR 2019 MONTHLY SERVICE-RCC	\$124.89
STEEBER'S LOCK SERVICE		381547	266943	DOOR HANDLE RPD	\$304.08
		392285		DUP KEYS	\$11.95
STONEWAY ELECTRIC SUPPLY		S102694795.001	267091	WIRE REEL RETURN STA 74 CREDIT	(\$40.50)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONEMAN ELECTRIC SUPPLY		S102694839.001	267091	LEVITON CORD REEL PARTS	\$40.50
		S102695947.001		LIGHTS	\$13.86
		S102695949-001		CORD REEL STA 74	\$21.39
		S102700104.001		CORD REEL PARTS STA 74	\$35.36
SUNBELT RENTALS INC		87413882-0001	266944	SKIDSTEER RENTAL	\$1,296.01
		87421351-0001		DUMP TRUCK RENTAL	\$1,100.62
TACOMA SCREW PRODUCTS INC		22238107	266945	CORD REEL PARTS STA 74	\$25.26
WASHINGTON RECREATION & PARK ASN		4421	266953	19 WRPA CONF HARPER/GARCIA	\$818.00
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$25.43

PARKS & REC - PARKS&FACILITIES TOTAL **** \$36,247.90

GENERAL FUND Total *** \$130,914.41

FUND 101 CITY STREETS

Division: 401 STREETS MAINTENANCE

ADVANCED SIGNAL & CONTRACTING LLC	P060071	2715	266873	2019 RAILROAD CROSSING INSPECT	\$350.00
ARROW CONSTRUCTION SUPPLY INC		234845	266874	EZ STREET COLD MIX	\$1,322.14
ENVIROTECH SERVICES INC	S018268	CD201913319	266900	30 TONS OF CALCIUM CHLORIDE WI	\$6,674.02
FORCE AMERICA DISTRIBUTING LLC	S018254	IN001-1325319	266904	KIT, RETROFIT, 1100-5100 TO 51	\$4,105.08
	S018254			FREIGHT	\$87.93
FRONTIER	S018271	03/19 2061882614	267060	TELEPHONE CHARGE 3/19/19 - 4/1	\$92.43
INTERNATIONAL MUNICIPAL SIGNAL ASSN		040219	267066	2019 DUES STREET/ELEC 51944	\$720.00
PRECISE MRM LLC	S018253	IN200-1020453	267081	FREIGHT	\$36.33
	S018253			ANTENNA, MAGNET/ADHESIVE, CELL	\$120.00
	S018253			FINASSY - IX403-H KIT US-SIM	\$1,875.00
	S018253			CABLE, EXTERNAL, I/O BREAKOUT	\$161.00
TOTEM PACIFIC CORP	S018270	71425	267096	35.17 TONS OF ROAD SALT	\$2,968.48
WESTERN SYSTEMS, INC.	P060185	0000038212	266960	FREIGHT	\$22.58
	P060185			ANCHOR BOLT KIT 3/4" #10, SET	\$109.05
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$5.56

STREETS MAINTENANCE TOTAL **** \$18,649.60

CITY STREETS Total *** \$18,649.60

FUND 112 INDUSTRIAL DEVELOPMENT FUND

Division: 305 ECONOMIC DEVELOPMENT

AMUNDSON, JON		19-154 AMUNDSON	266975	19-154 DEV SITE VISIT BOISE	\$14.00
CITY OF RICHLAND		19-154 AMUNDSON-	266981	19-154 DEV SITE VISIT BOISE	\$422.20
JENSEN, KERWIN		19-123 JENSEN	267000	19-123 DEVELOPER MEETING	\$55.00
RGW ENTERPRISES PC	P060202	02/19-LRF ENG/DRF	267014	2019 ENGINEERING/DRAFTING SERV	\$10,155.19
	P060088	02/19-PM HOURS		PROJECT MANAGMENT SERVICES #13	\$5,110.00
TRI CITY REGIONAL CHAMBER OF COMMERCE		56585	266949	ANNUAL DUES THRU 2/29/20	\$5,250.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI-CITIES HISPANIC CHAMBER OF COMMERCE		15816	266950	3/19 MEM LUNCH WALLNER/ARRASMI	\$40.00
ECONOMIC DEVELOPMENT TOTAL ****					\$21,046.39
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		2019-000753	266982	BSP-2213 HENDERSON LOOP	\$760.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$760.00
INDUSTRIAL DEVELOPMENT FUND Total ***					\$21,806.39
FUND 117		PUBLIC SAFETY SALES TAX			
Division:	131	PSST POLICE ACTIVITY			
LN CURTIS & SONS	P059931	INV260596	266921	ADJUST FOR TAX	\$0.01
	P059931			TRANSPORTATION	\$12.92
	P059931			SBA-SM02-3A-M SAFARI - SUMMIT	\$863.37
	P059931			SBA-M1 SAFARI - M1 CONCEALABLE	\$86.88
	P059931			DN6566 PROTECH CUSTOM - 2.0 OR	\$216.11
PSST POLICE ACTIVITY TOTAL ****					\$1,179.29
PUBLIC SAFETY SALES TAX Total ***					\$1,179.29
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$1.68
CDBG PROGRAM TOTAL ****					\$1.68
COMMUNITY DEV BLOCK GRANT Total ***					\$1.68
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$1.68
HOME PROGRAM TOTAL ****					\$1.68
HOME FUND Total ***					\$1.68
FUND 301		STREETS CAPITAL CONSTRUCTION			
Division:	402	ARTERIAL STREETS			
BERGER ABAM ENGINEERS INC	S054546	326118	266879	CO #4 - CONSTRUCTION SUPPORT	\$9,404.63
CT NORTHWEST	P059997	K1031913	266898	SOUTHERN ILLUMINATED STREET NA	\$1,566.56
	P059997			SOUTHERN ILLUMINATED STREET NA	\$3,133.11
	P059997			SOUTHERN ILLUMINATED STREET NA	\$1,566.56
	P059997			MOUNT, PELCO AS-0142-15-96 (2	\$1,194.60
	P059997			SOUTHERN ILLUMINATED STREET NA	\$1,566.56
	P059997			SOUTHERN ILLUMINATED STREET NA	\$1,566.56
	P059997			SOUTHERN ILLUMINATED STREET NA	\$1,566.56



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CT NORTHWEST	P059997	K1031913	266898	SOUTHERN ILLUMINATED STREET NA	\$1,566.56
	P059997			MOUNT, PELCO AS-0142-15-96 (2	\$1,194.60
	P059997			ADJUST TAX	(\$0.03)
MENKE JACKSON BEYER LLP		01/2019-077	266923	TRI-CITY RAILROAD	\$8,999.35
		02/2019-077		TRI-CITY RAILROAD	\$345.50
TACOMA SCREW PRODUCTS INC		22237899	266945	STEEL HEAVY BOLTS/NUTS	\$487.97
		22237900		STEEL HEAVY BOLTS	\$100.88
		22238526		STEEL HEAVY SCREWS	\$24.10
TRAFFIC PARTS INC	P059976	475907	266946	FREIGHT	\$232.12
	P059976			14' SPUN AL POLE, ITEM #7349	\$590.70
	P059976			POST1-Y2Y-TT, ITEM #1000	\$102.50
	P059976			SIGN CLAMP SET OF 2, ITEM #616	\$46.00
	P059976			WIRED FOR ELTEC BUT NOT FURN,	\$790.00
	P059976			CAGE, AP-1095-GLAV AB	\$234.00
	P059976			BASE W/AL DOOR & GROUND LUG, I	\$287.50
	P059976			SIGN, S5-1 FYG DG3	\$475.40
	P059976			MOUNT BOTTOM SOUTH, TOP NORTH,	\$240.00
	P059976			SIGN, S5-2 DG3	\$164.00
	P059976			AMBER LED, 12" 102VAC, 433-323	\$313.20
ARTERIAL STREETS TOTAL ****					\$37,759.49
STREETS CAPITAL CONSTRUCTION Total ***					\$37,759.49
FUND	380	PARK PROJECT CONSTRUCTION			
Division:	337	PARKS & REC PROJECTS			
RECREATION TODAY OF IDAHO, LLC.	P059830	REC-190020	267012	FREIGHT	\$8,102.65
	P059830			ADJUST TAX	(\$0.01)
	P059830			SURCHARGE ON ALUMNIUM AND STEE	\$2,020.83
	P059830			CUSTOM 6 ROW BLEACHER SYSTEM W	\$64,918.91
PARKS & REC PROJECTS TOTAL ****					\$75,042.38
PARK PROJECT CONSTRUCTION Total ***					\$75,042.38
FUND	401	ELECTRIC UTILITY FUND			
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P060046	3627-605768	266894	FREIGHT	\$24.20
	P060046			ROPE HAND LINE, 3/8", POLY/DAC	\$325.80
GENERAL PACIFIC INC	P059547	1332646	267063	CONN, UG WATERTITE, 3 COND.	\$475.93
	P059824	1332754		CONN, UG WATERTITE, 3 COND.	\$231.97
TOTAL ****					\$1,057.90
Division:	501	BUSINESS SERVICES			
CITY OF RICHLAND		19-035 ROBERTS	266981	19-035 HANDS ON RELAY WSU	\$949.15



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From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S018271	03/19 2061882614	267060	TELEPHONE CHARGE 3/19/19 - 4/1	\$94.00
TRI CITY HERALD	S018269	I04074557	266947	ITB 2019 HORIZONTAL-DIRECTIONA	\$159.39
XEROX CORPORATION	P060123	096249246	266963	XEROX LEASES FOR 2019: WORK CN	\$236.17
	P060123	096249247		XEROX LEASES FOR 2019: WORK CN	\$358.34
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$16.36
				TELEPHONE CHARGES 3/01-3/31/19	\$20.28
				TELEPHONE CHARGES 3/01-3/31/19	\$28.37
				TELEPHONE CHARGES 3/01-3/31/19	\$29.05
				TELEPHONE CHARGES 3/01-3/31/19	\$30.88
BUSINESS SERVICES TOTAL ****					\$1,921.99
Division:	503	POWER OPERATIONS			
BOYD'S TREE SERVICE LLC	P059899	6832	266881	TREE PRUNING AND VEGETATION MG	\$7,978.48
HJ ARNETT INDUSTRIES LLC	S018227	INV71303	266909	RATCHET CUTTER 6 W/ACSR HEAD	\$546.00
	S018227			FREIGHT ON INV #INV71303	\$34.57
	S018227			TAX ON INVOICE #INV71303	\$123.92
	S018227			HOTSTICK TELESCOPING TRIANGLE	\$765.00
	S018227			HOTSTICK UNIVERSAL SHOTGUN ADA	\$95.00
POWER OPERATIONS TOTAL ****					\$9,542.97
Division:	504	SYSTEMS DIVISION			
SD MYERS LLC	S018200	791462	267085	CRITICALPAC ITEM #4000 TC #18,	\$420.00
	S018200			LTCAPAC ITEM #4004 TC #9013	\$85.00
UNITED PARCEL SERVICE	S018274	000986641139	267098	GROUND PKG TO SD MYERS LLC FOR	\$5.70
	S018274			WEIGHT CORRECTION FOR PKG TO S	\$1.29
SYSTEMS DIVISION TOTAL ****					\$511.99
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING	P060127	23	267027	WEATHERIZATION LOAN: GRALL, 60	\$13,525.73
BENTON PUD		03/19-30228005	266978	ELECTRIC SRVCS 02/22-03/22/19	\$715.27
CITY OF RICHLAND		772800-WINDOWS	267040	603 MEADOWS - REBATE - WINDOW	\$882.52
		821180		1911 ORCHARD WAY-REBATE - HP	\$1,000.00
DAYCO HEATING & AIR	P060219	78696	267048	WEATHERWISE LOAN: SHARP, 1911	\$17,331.47
DELTA HEATING & COOLING INC		25941	267049	48 GALAXY - REBATE - HP	\$1,000.00
		26938		2454 MONTGOMERY-REBATE - HP	\$1,000.00
IWI INC	P060245	113171	267067	WEATHERWISE LOAN: WARD, 945 LO	\$924.61
ENERGY POLICY MGMT TOTAL ****					\$36,379.60
Division:	506	TECHNICAL SERVICES			
INTERNATIONAL MUNICIPAL SIGNAL ASSN		040219	267066	2019 DUES STREET/ELEC 51944	\$160.00
TECHNICAL SERVICES TOTAL ****					\$160.00
ELECTRIC UTILITY FUND Total ***					\$49,574.45
FUND	402	WATER UTILITY FUND			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 000					
CORE & MAIN LP	P060116	K241337	266895	METER, ADAPTER 3/4" X 1" METER	\$909.63
				UNASSIGNED TOTAL ****	\$909.63
Division: 412 WATER OPERATIONS					
CITY OF RICHLAND		19-144 DESPARTE	266981	19-144 WA OPT NTWK DIS AIR	\$296.76
CORRECT EQUIPMENT INC	S018255	38958	266896	CHLORINATION TABLETS, 55LB PAI	\$5,755.20
	S018255			FREIGHT	\$292.00
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$14.56
				WATER OPERATIONS TOTAL ****	\$6,358.52
Division: 413 WATER MAINTENANCE					
NATIONAL METER & AUTOMATION	S018196	S1106238.001	266927	CHARGE FOR 10" ENCODER, INVOIC	\$127.00
	S018196	S1111159.001		CREDIT FOR RETURN OF WRONG	(\$127.05)
	S018196	S1112277.001		WATER, METER, M35S DISC, 3/4"	\$514.76
	S018196			FREIGHT	\$56.88
OXARC INC		30606634	266934	SODIUM HYPOCHLORITE	\$355.37
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$5.29
				WATER MAINTENANCE TOTAL ****	\$932.25
				WATER UTILITY FUND Total ***	\$8,200.40
FUND 403 WASTEWATER UTILITY FUND					
Division: 421 SEWER CAPITAL PROJECTS					
CONLEY ENGINEERING INC	P059336	167-18.219	266892	WATERFRONT LIFT STATION ELECTR	\$295.75
DW EXCAVATING, INC.	P059887	409-18/PMT 2	267054	WATERFRONT SANITARY SEWER LIFT	\$95,641.85
GRAY & OSBORNE INC	P057512	17006.01-18	266995	AMD #2 - CONTROLS WORK FOR ENE	\$5,418.14
				SEWER CAPITAL PROJECTS TOTAL ****	\$101,355.74
Division: 422 SEWER OPERATIONS					
CITY OF RICHLAND		19-126 HIGGINS	266981	19-126 LAB ACCRD COMP WKSH	\$112.00
PHENOVA, INC.	P060158	147270	266935	WP DEMAND - PART #QC-DEM-WP	\$73.00
	P060158			WP SOLIDS - PART #PT-SOL-WP, S	\$79.00
	P060158			WP MINERALS SET (MIN1, MIN2 AN	\$107.00
	P060158			WP MINERALS SET: (MIN1, MIN2 A	\$99.00
	P060158			WP DISSOLVED OXYGEN - PART	\$89.00
	P060158			WP MINERALS 2 ONLY - PART	\$86.00
	P060158			WP NUT1 SIMPLE NUTRIENTS ONLY	\$67.00
	P060158			FREIGHT (ESTIMATED)	\$31.65
	P060158			WP RESIDUAL CHLORINE - PART	\$69.00
	P060158			HANDLING	\$8.00
	P060158			CERTIFIED REFERENCE MATERIALS	\$79.00
	P060158			WP PH - PART #PT-PH-WP, STUDY	\$65.00
RICHARDSON, WHITNEY		020819	267015	REIMB WWTP OPERATOR EXAM II	\$150.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S018266	000986641129	266952	COLLECT PKG FROM ULINE FOR WWT	\$7.71
	S018266			2 NDA PKGS TO ALS FOR WWTP OPS	\$87.02
	S018266			2 NDA PKGS TO ALS FOR WWTP OPS	\$85.72
	S018266			WEIGHT CORRECTION FOR COLLECT	\$10.84
	S018274	000986641139	267098	COLLECT PKG FROM PHENOVA FOR W	\$6.00
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$24.41
SEWER OPERATIONS TOTAL ****					\$1,336.35
Division: 423 SEWER MAINTENANCE					
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$1.39
SEWER MAINTENANCE TOTAL ****					\$1.39
WASTEWATER UTILITY FUND Total ***					\$102,693.48
FUND 404 SOLID WASTE UTILITY FUND					
Division: 431 SOLID WASTE ADMINISTRATION					
JOYCE ZIKER PARKINSON PLLC		52619	266914	LANDFILL CONTAM-INS COV FEB 19	\$1,817.00
SOLID WASTE ADMINISTRATION TOTAL ****					\$1,817.00
Division: 432 SOLID WASTE COLLECTION					
ON SCENE MEDICAL SERVICES, P.C.		1182	267078	DOT CDL PHYS	\$220.00
				DOT CDL PHYS SWC	\$330.00
RICHLAND ACE HARDWARE		66804/1	267084	BUCKET TIP GUARD TIP GRACO	\$144.37
		66822/1		ORBIT SANDER	\$75.12
SPRAGUE PEST SOLUTIONS		3779953	267089	MARCH MONTHLY SVCS-SW	\$61.90
THE SHERWIN WILLIAMS CO		9884-1	267094	PAINT	\$1,630.95
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$6.88
SOLID WASTE COLLECTION TOTAL ****					\$2,469.22
Division: 433 SOLID WASTE DISPOSAL					
FRONTIER	S018271	03/19 2061882614	267060	TELEPHONE CHARGE 3/19/19 - 4/1	\$129.08
MARQUEZ, JOHN		19-183 MARQUEZ	267005	19-183 IUOE TRAINING	\$306.80
MOON SECURITY SERVICES INC		963582	266926	BASIC FIRE MONITORING	\$33.00
		973144	267076	SERVICE CALL-PHONE LINE	\$361.64
ORRCO		418375	267079	USED OIL TESTING/PICK-UP/HAUL	\$335.00
		418548		USED OIL TESTING/PICK-UP/HAUL	\$150.00
SPRAGUE PEST SOLUTIONS		3779938	267089	SW DISPOSAL PEST TRAPS	\$99.91
STONEWAY ELECTRIC SUPPLY		S102695909.001	267091	LEVITON GFCI RECEP	\$104.72
TRI CITY HERALD	S018269	I04081634	266947	ITB WATER TRUCK (NEW/USED) RAN	\$125.58
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$10.15
SOLID WASTE DISPOSAL TOTAL ****					\$1,655.88
SOLID WASTE UTILITY FUND Total ***					\$5,942.10
FUND 407 MEDICAL SERVICES FUND					



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 121 AMBULANCE					
CALLBACK STAFFING SOLUTIONS LLC		0011743	266884	STAFFING CALLBACK SRVCS-MAR	\$104.48
CARDINAL HEALTH 411 INC		3942388	266885	EPINEPHRINE/NALOXONE HCL	\$375.41
		3946719		SODIUM CL/RACEPINEPH	\$747.73
		3978904		GLUCAGEN/XEROFORM PETROLATUM	\$186.73
		4002708		SODIUM CL/ASPIRIN	\$122.64
FINANCIAL CONSULTING SOLUTION GROUP	P059341	2844-21812034	267058	AMBULANCE COST OF SERVICE AND	\$1,937.50
	P059341	2844-21902016		AMBULANCE COST OF SERVICE AND	\$732.50
	P059341	2844-21903017		AMBULANCE COST OF SERVICE AND	\$900.00
OXARC INC		30577803	267009	MEDICAL OXYGEN	\$59.33
		30582084		MEDICAL OXYGEN	\$78.85
		30587689		MEDICAL OXYGEN	\$36.73
		30594619		MEDICAL OXYGEN	\$80.01
STERICYCLE INC		3004568927CM	267019	BIO WASTE DISPOSAL FEE	(\$10.36)
		3004604631		BIO WASTE DISPOSAL FEE	\$52.79
AMBULANCE TOTAL ****					\$5,404.34
MEDICAL SERVICES FUND Total ***					\$5,404.34
FUND 501 CENTRAL STORES FUND					
Division: 000					
GRAINGER	P060189	9095638251	266906	CREDIT FOR ITEMS LOST IN TRANS	(\$162.67)
	P060189	9095950607		REBILL FOR ITEMS ORIGINALLY LO	\$158.85
	P060189	9109047648		UNIFORM 3XLG, TYVEK, ZIP FRONT	\$156.96
	P060189			EAR PLUG, FOAM, NRR33, MOLDEX	\$132.60
	P060189	9109766098		UNIFORM 2XLG, TYVEK, ZIP FRONT	\$156.96
INTERLINE BRANDS INC DBA	P060178	481522829	266913	SOAP DISPENSER, FOR 800-ML	\$74.28
	P060178	482197951		CLEANER, NON-ACID DISINFECTANT	\$749.34
	P060178			SOAP, CARTRIDGE LOTION W/PCMX,	\$1,055.59
	P060178			HAND SANITIZER,4 FL OZ SQUEEZE	\$243.70
UNASSIGNED TOTAL ****					\$2,565.61
CENTRAL STORES FUND Total ***					\$2,565.61
FUND 502 EQUIPMENT MAINTENANCE FUND					
Division: 214 EQUIPMENT MAINTENANCE					
ALAMO SALES CORPORATION		6520957	266973	SHOE/WEARGRD VEH 6596 WO53910	\$4,208.72
AUTOZONE		3733464571	266875	FLUID VEH 2345 WO 53856	\$23.88
		3733464651		SHOP SUPPLIES	\$97.74
		3733464788		SEAL VEH 2384 WO 53833	\$5.64
		3733465916		SHOP SUPPLY	\$217.20
		3733467784	266976	SPARK PLUG VEH 2445 WO 53911	\$80.67



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AUTOZONE		3733469963	266976	FSE HLDR VEH 3213 WO 53036	\$21.70
		3733470838		SHOP SUPPLIES	\$10.84
BLUE TARP FINANCIAL INC		42251132	266880	SHOP TOOLS	\$287.99
CENTRAL HOSE & FITTINGS INC		C027614	266980	SHOP SUPPLIES	\$80.28
		C027616		MJ C5305X10 VEH 3213 WO 53036	\$15.83
		C027886	267036	SHOP SUPPLIES	\$185.08
COLEMAN OIL COMPANY		0498772-IN	266984	LANDFILL DIESEL DYED	\$5,098.27
		CL67200	266889	CARD LOCK FUEL 3/18-3/24/19	\$14,615.33
COLUMBIA RIGGING CORP		34402	266891	CHAIN VEH 6584 WO 53632	\$86.88
COMMERCIAL TIRE INC		264724	266985	BALANCE VEH 2398 WO 53896	\$71.68
		264787		SVC CALL VEH 7141 WO 53897	\$238.38
		264788		FLAT REPAIR VEH 3342 WO 53898	\$49.96
		264789		FLAT REPAIR VEH 3335 WO 53899	\$117.18
		264790		FLAT REPAIR VEH 3222 WO 53900	\$99.91
		264791		FLAT REPAIR VEH 3290 WO 53901	\$117.18
		264792		FLAT REPAIR VEH 3248 WO 53902	\$58.59
		264793		FLAT REPAIR VEH 3279 WO 53903	\$58.59
		264794		TIRES VEH 4104 WO 53904	\$246.36
		264795		WHL BAL VEH 2446 WO 53905	\$42.44
		264796		SVC CALL VEH 6000 WO 53909	\$200.51
		264797		SVC CALL VEH 0030 WO 53908	\$114.58
		264862		REPAIR VEH 3315 WO 53895	\$3,188.83
		264910		TIRES VEH 3311 WO 53940	\$3,121.03
		264913		TIRE CHG VEH 3336 WO 53941	\$98.28
		264915		SVC CALL VEH 3336 WO 53941	\$183.75
		265065	267044	RRI SEC REP V EH 3351 WO 53913	\$107.21
		265071		SVC CALL VEH 7142 WO 53969	\$1,067.92
		265073		2-TIRES VEH 4105 WO 53970	\$345.81
		265081		1-TIRE VEH 1212 WO 53971	\$185.62
		265082		1-TIRE VEH 2470 WO 53972	\$185.62
		265083		1-TIRE VEH 2446 WO 53973	\$185.62
		265084		1-TIRE VEH 2447 WO 53974	\$184.54
		265086		WHEELS VEH 2452 WO 53966	\$1,214.65
		265087		WHEELS VEH 2472 WO 53967	\$1,214.65
		265088		WHEEL VEH 2453 WO 53968	\$1,214.65
		265089		TIRES VEH 4147 WO 53927	\$671.02
		265090		TIRES VEH 2449 WO 53975	\$817.43
		265091		FLAT REPAIR VEH 6563 WO 53976	\$39.90
		265094		TIRES VEH 3203 WO 53977	\$1,422.14
		31079	266985	TIRE CHG VEH 2412 WO 53943	\$99.91
		31080		TIRE CHG VEH 1108 WO 53944	\$99.91



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		31081	266985	TIRE CHG VEH 2443 WO 53942	\$99.91
		31082		TIRE CHG VEH 1211 WO 53945	\$99.91
		31084		TIRE CHG VEH 1209 WO 53946	\$99.91
		31085		TIRE CHG VEH 1208 WO 53947	\$99.91
		31086		TIRE CHG VEH 2411 WO 53948	\$99.91
		31087		TIRE CHG VEH 1204 WO 53949	\$99.91
		31088		TIRE CHG VEH 2440 WO 53950	\$99.91
		31089		TIRES VEH 1382 WO 53951	\$615.58
CONNELL OIL INC	0251238-IN		266893	SHOP OIL	\$2,255.40
CORWIN OF PASCO LLC	433984		266897	KIT VEH 5045 WO 53865	\$267.26
	433986			GASKET VEH 5045 WO 53865	\$2.41
	434062			STARTER VEH 5046 WO 53876	\$249.61
	434166		266988	SOR KIT VEH 5046 WO 53876	\$147.25
	434372			OIL VEH 2439 WO 53934	\$74.89
	434457		267046	KIT VEH 2439 WO 53933	\$290.61
	434460			KIT VEH 2472 WO 53967	\$290.61
	434461			KIT VEH 2452 WO 53966	\$290.61
	434462			KIT VEH 2453 WO 53968	\$290.61
	434514			OIL VEH 2471 WO 53964	\$74.89
	434515			OIL VEH 2441 WO 53963	\$74.89
	687770		266897	MAINTNCE VEH 2444 WO 53872	\$413.18
EMERALD SERVICES INC DBA	79434890		266899	WASTE OIL	\$1,514.30
FAST SIGNS	139-58787		266902	VEH NUMBERS VEH 9000 WO 53862	\$998.81
	139-58939		266991	VEH NUMBERS VEH 3333 WO 53544	\$27.15
FASTENAL COMPANY	WARIC82638		267057	SHOP SUPPLIES	\$65.69
FINAL TOUCH UPHOLSTERY	033424		266992	BKT SLATS VEH 5046 WO 53876	\$488.70
G & R AG PRODUCTS INC	2184922-0001-02		266905	PUMP ASSY VEH 3269 WO 53887	\$130.11
	2185018+0001-02		266994	COUPLER VEH 7139 WO 53893	\$838.52
HOTSY OF SPOKANE	24691		266910	SHOP SUPPLIES	\$2,391.92
HUGHES FIRE EQUIPMENT, INC.	535728		266911	FLTRS VEH 5051 WO 52928	\$205.43
	535746			FILTERS VEH 5051 WO 52928	\$469.38
JIM'S PACIFIC GARAGES INC	X100167590:01		267001	VALVD D VEH 3279 WO 53907	\$490.67
KENWORTH SALES COMPANY	PASIN3266121		266915	GASKET VEH 3283 WO 53701	\$13.38
	PASIN3269533			MIRROR VEH 3320 WO 53861	\$11.57
LES SCHWAB TIRE CENTER	42800309342		266919	BALANCE VEH 2453 WO 53884	\$156.34
	42800309343			WHL BAL VEH 2384 WO 53833	\$132.46
	42800309375			BALANCE VEH 2452 WO 53882	\$147.70
	42800309377			WHL BALANCE VEH 2472 WO 53883	\$169.42
	42800310336		267003	FLAT REPAIR VEH 2415 WO 53923	\$18.46
LITHIA MOTORS	608466		267004	INTEGR KEY VEH 5049 WO 53917	\$335.63
MCCURLEY CHEVROLET	492724		267006	DETAIL VEH 2394 WO 53894	\$325.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		961302	266922	HEADLAMP VEH 2411 WO 53850	\$131.18
		961356		HEAD LMAP VEH 2411 WO 53850	\$131.18
		961476		PIPE/HOSE VEH 1211 WO 53886	\$167.36
		961512		VALVE VEH 2345 WO 53856	\$362.84
		961838	267072	MTR VEH 2358 WO 53931	\$194.39
		CM96093	266922	MTR VEH 2325 WO 53785	(\$122.33)
MONARCH MACHINE & TOOL CO INC		A201257	267075	SHOP SUPPLIES	\$124.78
		F201290		WELD LATCH VEH 2364 WO 53925	\$174.47
		26102559	267008	WELDING GEAR	\$186.28
NORCO INC		IN18064	266928	SHOP SOAP	\$700.48
NORTHSTAR CLEAN CONEPTS HOTSY		30608794	266934	SHOP WELDER	\$10,639.38
		30609907		VEH FIRE EXT SVC ANNUAL MAINT	\$182.23
		30612246	267009	FLEET WELDER	\$293.52
		30612880	267080	SHOP SUPPLIES	\$833.60
		30617986		BSSY CLAMP VEH 2333 WO 53544	\$254.25
		P95614	267083	KEY VEH 0400 WO 53890	\$44.74
RDO EQUIPMENT CO		P95963	267011	FILTER KIT VEH 6614 WO 53915	\$89.15
		431066	266938	AIR CHUCK VEH SHOP WO SUPPL	\$38.09
RICHLAND NAPA		431220		BATTERY VEH 2388 WO 53851	\$159.87
		431221		GASKET VEH 7141 WO 53441	\$43.06
		431222		LAMP VEH 3280 WO 53841	\$28.34
		431225		LIFTER VEH SHOP WO SUPPLIES	\$16.27
		431236		MASTER CYL VEH 2345 WO 5385	\$90.43
		431250		LAMP VEH 2411 WO 53850	\$12.04
		431256		BEARING KIT VEH 2384 WO 538	\$175.76
		431291		SOCKETS VEH SHOP WO TOOLS	\$21.73
		431294		FLOOD LIGHT VEH 4145 WO 538	\$99.39
		431310		FILTERS VEH 5045 WO 53674	\$17.98
		431311		OIL SEAL VEH 2384 WO 53833	\$12.75
		431316		OIL SEAL VEH 2384 WO 53833	\$30.82
		431327		RTRND SEAL VEH 2384 WO 5383	(\$12.75)
		431378		MALE ADA VEH SHOP WO SUPPLI	\$7.60
		431379		ADAPTER VEH 3343 WO SUPPLIE	\$77.11
		431383		BRK LUBE VEH 5045 WO 53865	\$40.83
		431387		BATTERY VEH 5046 WO 53876	\$442.63
		431388		DOOR STRUTS VEH 3319 WO 538	\$79.26
		431389		BATTERY VEH 5045 WO 53865	\$305.80
		431405		FILTERS VEH 3280 WO 53877	\$126.49
		431412		DOOR STRUTS VEH 3319 WO 538	(\$77.08)
		431417		RTN BATTERY VEH 5045 WO 538	(\$143.29)
		431476		SHOP TOOL WARRANTY	\$0.00



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		431524	266938	ABSORBENT VEH 3342 WO 53892	\$157.85
		431566		ROTORS,PAD VEH 2445 WO 5391	\$496.93
		431578		WRENCHES VEH SHOP WO SUPPLI	\$51.10
		431584		RETURNS VEH FLEET WO SUPPLI	(\$39.41)
SNAP ON INDUSTRIAL		ARV/38931804	267017	SHOP TOOLS	\$32.92
		ARV/39082420		SHOP TOOL	\$14.16
		ARV/39093319		SHOP TOOLS	\$61.05
SOLID WASTE SYSTEMS INC		0112540-IN	267018	SOLENOID VEH 3340 WO 53891	\$385.12
SPOKANE PUMP INC		0240092	267088	SHOP TOOLS	\$73.40
STEEBER'S LOCK SERVICE		491201	267090	DUP KEY VEH 0400 WO 53890	\$23.35
		491210		DUPLICATES	\$17.92
		491211		SHOP SUPPLIES - DUP'S	\$17.92
		22238558	266945	MTRL GRND WHL VEH 3333 WO53544	\$239.47
TACOMA SCREW PRODUCTS INC		22238559		SHOP SUPPLY	\$85.09
		22238655	267020	SHOP SUPPLIES	\$1,423.30
		22238813		SCREWS VEH 3335 WO 53226	\$104.66
		22238814		HITCH VEH 4107 WO 53190	\$9.94
		22238816		CT OFFWHEEL VEH 3333 WO 53544	\$26.99
		22239099	267092	ABRASIVES VEH 3333 WO 53544	\$78.71
		22239101		SNAP LINK VEH 4107 WO 53190	\$30.53
		06 016832	266951	HYDR PMP VEH 3331 WO 53556 CR	(\$370.33)
		06 268375		BEARING VEH 4107 WO 53190	\$504.93
		06 268394		BRAKE KT VEH 4107 WO 53190	\$231.68
WESCO PAINT & EQUIPMENT SUPPLY		06 268478		HYDRA PMP VEH 3331 WO 53556	\$407.59
		025RK0644	267100	PAINT REPAIR VEH 3333 WO 53544	\$360.02
		025RK0657		CHTRW/GGE VEH 3333 WO 53544	\$40.29
		025RK0670		LACQUER VEH 3333 WO 53544	\$28.02
WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS		7053662-00	266955	TINE SPOON VEH 4000 WO 53874	\$745.18
WESTERN INTEGRATED TECHNOLOGIES INC		5598014	266956	ELEMENT VEH 7141 WO 53825	\$124.30
WESTERN PETERBILT INC		028P1599	267025	FAN ASSY VEH 3337 WO 53938	\$389.63
		028P289947	266957	CAP-ARM VEH 3333 WO 53544	\$23.50
		IN000921481	266958	REPAIR VEH 7090 WO 53868	\$1,696.40
WESTERN STATES EQUIPMENT COMPANY		IN000921482		REPAIR VEH 7138 WO 53866	\$705.42
		IN000922512		COMPACTOR VEH 7123 WO 53881	\$11,948.18
		26103	266959	VLVE FLO CTRL VEH 3291 WO53853	\$1,658.98
		26105		SRC SWITCH VEH 3296 WO 53875	\$64.01
WESTERN SYSTEMS & FABRICATION INC		26109		CYL VEH 3285 WO 53718	\$634.92
		26125	267026	ELEMENT VEH 3296 WO 53806	\$99.62
		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$17.46
XO COMMUNICATIONS SERVICES LLC					
EQUIPMENT MAINTENANCE TOTAL ****					\$95,649.89



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EQUIPMENT MAINTENANCE FUND Total ***					\$95,649.89
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
XO COMMUNICATIONS SERVICES LLC		0319880479	266964	TELEPHONE CHARGES 3/01-3/31/19	\$55.26
PW ADMIN & ENGINEERING TOTAL ****					\$55.26
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$55.26
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2439900	266888	APRIL 2019 ASO CHARGES	\$15,805.15
LIFE INSURANCE COMPANY OF NORTH AMERICA		3/2019-FLI051384	266920	FLI051384 PREMIUMS-MARCH	\$10,311.91
		3/2019-LK030278		LK030278 PREMIUMS-MARCH	\$11,210.60
		3/2019-OK807703		OK807703 PREMIUMS-MARCH	\$3,394.01
MERCER (US) INC		102210003877	267007	CONSULTING SERVICES-FEBRUARY	\$7,083.33
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$47,805.00
HEALTH CARE/BENEFITS PLAN Total ***					\$47,805.00
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2439900	266888	APRIL 2019 ASO CHARGES	\$975.80
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$975.80
POST EMP HEALTHCARE PLAN Total ***					\$975.80
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
ANDERS, PETER		Apr 1 2019 12:00	267030	MEDICARE PREMIUM/ANDERS	\$135.50
BATES, LAURIE VERN JR			267031	MEDICARE PREMIUM/BATES	\$135.50
BEDEN, LARRY			267032	MEDICARE PREMIUM/BEDEN	\$135.50
BOLSTAD, BARRY		MARCH 2019	266965	MEDICARE PREMIUM/BOLSTAD	\$135.50
BRUNSON, DALE A		Apr 1 2019 12:00	267034	MEDICARE PREMIUM/BRUNSON	\$119.50
BUSH, LEE		022219	266966	NON COVERED MEDICAL	\$467.35
		Apr 1 2019 12:00	267035	MEDICARE PREMIUM/BUSH	\$131.50
		JAN-MAR 2019AL	266966	NON COVERED ASSISTED LIVING	\$9,653.25
CASE, MIKE		022119	266967	NON COVERED RX	\$406.50
		022619		NON COVERED RX	\$14.49
				NON COVERED RX	\$17.99
		022819		NON COVERED RX	\$160.69
CLEAVENGER, MICHAEL		Apr 1 2019 12:00	267041	MEDICARE PREMIUM/CLEAVENGER	\$135.50



City Of Richland

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From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CLEAVENGER, WILL J		Apr 1 2019 12:00	267042	MEDICARE PREMIUM/CLEAVENGER	\$135.50
CLEMENTS, JOHN M			267043	MEDICARE PREMIUM/CLEMENTS	\$131.50
COUCH, LARRY			267047	MEDICARE PREMIUM/COUCH	\$135.50
DEMYER, JAMES J			267050	MEDICARE PREMIUM/DEMYER	\$135.50
DRIVER, DOUGLAS D			267052	MEDICARE PREMIUM/DRIVER	\$135.50
DUCHEMIN, ROGER			267053	MEDICARE PREMIUM/DUCHEMIN	\$135.50
GANLEY, JOHN M			267062	MEDICARE PREMIUM/GANLEY	\$135.50
GILL, JAMES GREG			267064	MEDICARE PREMIUM/GILL	\$135.50
HENAGER BLACK DENTISTRY	011519JG		266968	NON COVERED DENTAL	\$554.00
HIGGINS, FRED C	Apr 1 2019 12:00		267065	MEDICARE PREMIUM/HIGGINS	\$117.50
LARSON, SCOTT K			267068	MEDICARE PREMIUM/LARSON	\$135.50
LEWIS, DAVID L			267069	MEDICARE PREMIUM/LEWIS	\$113.50
MEDI-LYNX CARDIAC MONITORING, LLC	062618RC		266969	NON COVERED MEDICAL	\$254.12
MOORE, ROBERT	Apr 1 2019 12:00		267077	MEDICARE PREMIUM/MOORE	\$124.50
OLSEN FAMILY CHIROPRACTIC LLC	0820082218RM		266970	NON COVERED MEDICAL	\$11.10
PRECISION EYE DOCTORS	011419RT		266971	NON COVERED MEDICAL	\$135.27
RX PHARMACY	011819112618WC		266972	NON COVERED RX	\$230.34
	112118JC			NON COVERED RX	\$408.80
	1121912319RT			NON COVERED RX	\$94.79
SPARKS, DAVID W	Apr 1 2019 12:00		267087	MEDICARE PREMIUM/SPARKS	\$133.50
TAYLOR, RANDAL L			267093	MEDICARE PREMIUM/TAYLOR	\$135.50
THOMAS, GERALD D			267095	MEDICARE PREMIUM/THOMAS	\$134.50
TURNER, ROY			267097	MEDICARE PREMIUM/TURNER	\$135.50
WILMOTH, ROD			267101	MEDICARE PREMIUM/WILMOTH	\$135.50
ZIMMERMAN, GERALD			267102	MEDICARE PREMIUM/ZIMMERMAN	\$118.00
POLICE PENSION TOTAL ****					\$15,700.69
POLICEMEN'S PENSION Total ***					\$15,700.69
FUND 632	UPTOWN BUSINESS IMP DISTRICT				
Division: 000					
MARKEE'S CYCLING CENTER	040618		267071	OVERPAYMENT AR BID 21153	\$35.00
UNASSIGNED TOTAL ****					\$35.00
UPTOWN BUSINESS IMP DISTRICT Total ***					\$35.00
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division: 600	SECOMM OPERATIONS GENERAL				
CENTURYLINK		0319-509-624-3863	267037	GENERAL 03/16-04/16/19	\$7.32
CERIUM NETWORKS INC	P060017	I075270	266887	2019 SMARTNET RENEWAL	\$10,151.72
CHARTER COMMUNICATIONS		0706114032019	267038	CABLE SERVICE 3/30-04/29/19	\$32.03
EN POINTE TECHNOLOGIES SALES LLC	P060244	93363706	266990	2019 MICROSOFT O365 LICENSE RE	\$6,681.59



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ON SCENE MEDICAL SERVICES, P.C.		1182	267078	PHYS SECOMM	\$240.00
PUBLIC SAFETY TESTING INC		PSTI19-0045	267082	BACKGROUND INVESTIGATIONS	\$2,798.17
VANGUARD CLEANING SYSTEM OF INLAND NW		85094	267099	CLEANING SVS 04/01-04/30/19	\$375.00
WASHINGTON STATE PATROL		00069070	266954	ACCESS USER FEE 1/1-3/31/19	\$1,500.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$21,785.83
Division:	601	E911 OPERATIONS			
KING COUNTY FINANCE		2113959	266916	CBD CONT ED ONLINE 2019	\$1,350.00
ON SCENE MEDICAL SERVICES, P.C.		1182	267078	PHYS SECOMM	\$240.00
PROFESSIONAL DEVELOPMENT ACADEMY, LLC		2212	266936	REG FEE HIGH PERF E DUNCAN	\$495.00
PUBLIC SAFETY TESTING INC		PSTI19-0045	267082	BACKGROUND INVESTIGATIONS	\$2,798.18
E911 OPERATIONS TOTAL ****					\$4,883.18
Division:	602	SECOMM AGENCY			
MID COLUMBIA CONSTRUCTION INC DBA		1071961	266924	DE-ICER APPLICATION	\$112.68
SPRAGUE PEST SOLUTIONS		3767077	267089	MAR 2019 MONTHLY SERVICE-BCES	\$46.42
SECOMM AGENCY TOTAL ****					\$159.10
SOUTHEAST COMMUNICATIONS CTR Total ***					\$26,828.11
FUND 642		800 MHZ PROJECT			
Division:	610	800 MHZ			
CERIUM NETWORKS INC	P060017	I075270	266887	2019 SMARTNET RENEWAL	\$10,151.72
EN POINTE TECHNOLOGIES SALES LLC	P060244	93363706	266990	2019 MICROSOFT O365 LICENSE RE	\$2,863.54
800 MHZ TOTAL ****					\$13,015.26
800 MHZ PROJECT Total ***					\$13,015.26
FUND 643		EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
CERIUM NETWORKS INC	P060017	I075270	266887	2019 SMARTNET RENEWAL	\$2,537.93
CHARTER COMMUNICATIONS		0706114032019	267038	CABLE SERVICE 3/30-04/29/19	\$32.04
EN POINTE TECHNOLOGIES SALES LLC	P060244	93363706	266990	2019 MICROSOFT O365 LICENSE RE	\$1,092.16
MID COLUMBIA CONSTRUCTION INC DBA		1071961	266924	DE-ICER APPLICATION	\$28.17
ONSOLVE, LLC		ECN-035458	266931	CODE RED LANG OPT ANNUAL FEE	\$375.00
SPRAGUE PEST SOLUTIONS		3767077	267089	MAR 2019 MONTHLY SERVICE-BCES	\$11.60
VANGUARD CLEANING SYSTEM OF INLAND NW		85094	267099	CLEANING SVS 04/01-04/30/19	\$62.50
WINSOME DESIGN INC		9966	266961	CODE RED BROCHURES	\$515.71
STATE / LOCAL ASSISTANCE TOTAL ****					\$4,655.11
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CERIUM NETWORKS INC	P060017	I075270	266887	2019 SMARTNET RENEWAL	\$3,045.51
CHARTER COMMUNICATIONS		0706114032019	267038	CABLE SERVICE 3/30-04/29/19	\$32.04
EN POINTE TECHNOLOGIES SALES LLC	P060244	93363706	266990	2019 MICROSOFT O365 LICENSE RE	\$1,092.16



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA CONSTRUCTION INC DBA		1071961	266924	DE-ICER APPLICATION	\$28.17
SPRAGUE PEST SOLUTIONS		3767077	267089	MAR 2019 MONTHLY SERVICE-BCES	\$11.61
VANGUARD CLEANING SYSTEM OF INLAND NW		85094	267099	CLEANING SVS 04/01-04/30/19	\$62.50
RADIOLOGICAL EMGCY PREPAREDNESS TOTAL ****					\$4,271.99
Division:	622	DOE EMERGENCY PREPAREDNESS			
CERIUM NETWORKS INC	P060017	1075270	266887	2019 SMARTNET RENEWAL	\$2,537.93
CHARTER COMMUNICATIONS		0706114032019	267038	CABLE SERVICE 3/30-04/29/19	\$32.03
EN POINTE TECHNOLOGIES SALES LLC	P060244	93363706	266990	2019 MICROSOFT O365 LICENSE RE	\$1,092.15
MID COLUMBIA CONSTRUCTION INC DBA		1071961	266924	DE-ICER APPLICATION	\$28.17
ONSOLVE, LLC		ECN-035458	266931	CODE RED LANG OPT ANNUAL FEE	\$375.00
SPRAGUE PEST SOLUTIONS		3767077	267089	MAR 2019 MONTHLY SERVICE-BCES	\$11.60
VANGUARD CLEANING SYSTEM OF INLAND NW		85094	267099	CLEANING SVS 04/01-04/30/19	\$62.50
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$4,139.38
Division:	623	JURISIDICITION			
CERIUM NETWORKS INC	P060017	1075270	266887	2019 SMARTNET RENEWAL	\$2,030.34
CHARTER COMMUNICATIONS		0706114032019	267038	CABLE SERVICE 3/30-04/29/19	\$32.03
EN POINTE TECHNOLOGIES SALES LLC	P060244	93363706	266990	2019 MICROSOFT O365 LICENSE RE	\$1,092.15
MID COLUMBIA CONSTRUCTION INC DBA		1071961	266924	DE-ICER APPLICATION	\$28.16
ONSOLVE, LLC		ECN-035458	266931	CODE RED LANG OPT ANNUAL FEE	\$750.00
SPRAGUE PEST SOLUTIONS		3767077	267089	MAR 2019 MONTHLY SERVICE-BCES	\$11.60
VANGUARD CLEANING SYSTEM OF INLAND NW		85094	267099	CLEANING SVS 04/01-04/30/19	\$62.50
JURISIDICITION TOTAL ****					\$4,006.78
Division:	630	HOMELAND SECURITY PREPARDNESS			
TNVC INC	P060223	352627-G	267024	USPS PRIORITY MAIL SHIPPING	\$9.00
	P060223			WILCOX L4 G24 MOUNT W/ LOW PRO	\$450.00
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$459.00
EMERGENCY MANAGEMENT Total ***					\$17,532.26
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16440	267022	Customer Refund	\$27.28
		CISPAY16441	267002	Customer Refund	\$82.25
		CISPAY16442	266974	Customer Refund	\$101.24
		CISPAY16443	266999	Customer Refund	\$485.71
UNASSIGNED TOTAL ****					\$696.48
UTILITY BILL CLEARING FUND Total ***					\$696.48



City Of Richland

VL-1 Voucher Listing

From: 3/25/2019 To: 4/5/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$678,029.05

Number of Invoices

Amount

Vouchers In Richland	98	\$59,436.56
Vouchers In Tri Cities	80	\$63,399.46
Vouchers In WA	120	\$260,839.62
Vouchers Outside WA	340	\$294,353.41
Vouchers Final Total.....	638	\$678,029.05

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$66,504.54	9.81%
3	SUPPLIES	\$137,655.44	20.3%
4	OTHER SERVICES & CHARGES	\$222,584.53	32.83%
5	INTERGOVERNMENTAL SERVICES	\$30,860.97	4.55%
6	CAPITAL PROJECTS	\$214,433.45	31.63%
	REFUNDS	\$696.48	0.1%
9	INTERFUND SERVICES	\$131.63	0.02%
	INVENTORY PURCHASES	\$5,162.01	0.76%
	Total	\$678,029.05	