Agenda
City Council Regular Meeting
Tuesday, March 17, 2015
City Hall Council Chamber | 505 Swift Boulevard

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

Executive Session

1. Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)
   - Heather Kintzley, City Attorney

Agenda Item:

2. Discuss Meeting Agenda Items (15 minutes)
   - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. 2015 Parks and Recreation Commission Goals and Objectives (5 minutes)
   - Joe Schiessl, Parks and Public Facilities Director

4. Richland Public Facilities District Quarterly Report (10 minutes)
   - Fred Raab, RPFD Board Chair

5. Proposed Whitfield Annexation Proponent (per RCW 35.13.125) - Resolution No. 54-15 (5 minutes)
   - Rick Simon, Development Services Manager

6. 2014 Community Survey Results (5 minutes)
   - Trish Herron, Communications and Marketing Manager

7. CityView Video: Goodwill Recycle Program
   - Trish Herron, Communications and Marketing Manager

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes)

8. Proposed Reata Road Area Utility Local Improvement District No. 197
   - Pete Rogalsky, Public Works Director

Public Comments: (Please Limit Public Comments to 2 Minutes)

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

Minutes:

9. Approve the Minutes of the March 3, 2015, City Council Meeting
   - Heather Kintzley, City Attorney

Ordinances - First Reading:

10. Ordinance No. 12-15, Increasing 2015 Budget Appropriations to Include the 2014 Budget Carryovers
    - Cathleen Koch, Administrative Services Director

11. Ordinance No. 14-15, Amending RMC Titles 2.13 and 2.16, Dissolving the Housing & Community Development Advisory Committee and Transferring Duties to the Planning Commission
    - Bill King, Deputy City Manager

Ordinances - Second Reading/Passage:

12. Ordinance No. 07-15, Dedication of Polar Way, 1st Street, Logston Boulevard and Robertson Drive as Public Right of Way
    - Pete Rogalsky, Public Works Director

13. Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund
    - Bill King, Deputy City Manager

Resolutions – Adoption:

14. Resolution No. 33-15, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with the Crown Group, Inc. for 650 George Washington Way
    - Brian Moore, Redevelopment Project Supervisor

15. Resolution No. 35-15, Terminating an Option Agreement with Richland Triangle Limited Partners and Purchase a 1.65-Acre Parcel in the Horn Rapids Industrial Park
    - Bill King, Deputy City Manager

16. Resolution No. 43-15, Approving the Sale of 1.35 Acres in the Horn Rapids Business Center to Farrell Clontz
    - Bill King, Deputy City Manager

17. Resolution No. 44-15, Approving the Sale of 0.34 Acres in the Horn Rapids Business Center to Michele G. Abrams
    - Bill King, Deputy City Manager

18. Resolution No. 53-15, Awarding First Quarter 2015 Commercial Improvement Program/Facade Improvement Program Grants
    - Bill King, Deputy City Manager

19. Resolution No. 54-15, Accepting a Request for the Annexation of 26 Acres (Whitfield)
    - Rick Simon, Development Services Manager

20. Resolution No. 55-15, Interlocal Agreement with Port of Benton for 2015 Slurry Seal project
    - Pete Rogalsky, Public Works Director

21. Resolution No. 56-15, Authorizing an Agreement with the Washington State Department of Corrections for Inmate Labor Services
    - Pete Rogalsky, Public Works Director

Expenditures - Approval:

22. Expenditures from February 23, 2015 - March 6, 2015 for $6,099,781.22 including Check Nos. 220586-221042, Wire Nos. 5844-5851, Payroll Check Nos. 99893-99909, and Payroll Wire/ACH Nos. 8882-8898
    - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Executive Session

Key Element:

Subject:

Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney		Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Agenda Item

Key Element:

Subject:
Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Presentations

Key Element:

Subject:
2015 Parks and Recreation Commission Goals and Objectives (5 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities		Parks & Recreation Commission Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Presentations

Key Element:

Subject:
Richland Public Facilities District Quarterly Report (10 minutes)

Department:
Community & Development Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Presentations

Key Element: Key 3 - Economic Vitality

Subject:
Proposed Whitfield Annexation Proponent (per RCW 35.13.125) - Resolution No. 54-15 (5 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services		Presentation

Recommended Motion:
None.

Summary:
Edith Whitfield, the owner of a 26 acre cherry orchard located south of Shockley Road has requested annexation. State annexation law (RCW 35.13.125) requires the City Council to meet with the parties initiating annexation for the purpose of determining whether the City will accept, reject or geographically modify the proposed annexation. Should Council opt to approve the annexation proposal, a draft Resolution No. 54-15 has been prepared as part of Council's Consent Calendar.

Fiscal Impact:	Annexation will result in additional tax revenues being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexing properties. A fiscal analysis will be prepared for Council consideration at a later stage in the annexation proceedings.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Presentations

Key Element:

Subject:
2014 Community Survey Results (5 minutes)

Department:
Assistant City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:
Staff will present the results from the 2014 Community Survey.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Presentations

Key Element:

Subject:
CityView Video: Goodwill Recycle Program

Department:
Assistant City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Proposed Reata Road Area Utility Local Improvement District No. 197

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:
None.

Summary:
Staff received petitions requesting formation of a local improvement district to construct water and sewer main lines to the Reata Road area west of Leslie Road between Reata Road to the north and I-82 to the south.

Staff has prepared cost estimates and provided preliminary assessment notifications to affected property owners.

In accordance with state law, this public hearing will be held for Council to receive input on the proposal to establish the Reata Road Area Utility Local Improvement District No. 197.

Fiscal Impact:
No.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Approve the Minutes of the March 3, 2015, City Council Meeting

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:
Approve the minutes of the Council meeting(s) held on March 3, 2015

Summary:
None.

Fiscal Impact:
None.

Attachments:
1. Draft 030315 Council Meeting Minutes

Draft

MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, March 3, 2015

Pre-Meeting:
Mayor Rose called the pre-meeting executive session to order at 7:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:
Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen and Kent, were present.

Also present were City Manager Johnson, Assistant City Manager Amundson and City Attorney Kintzley.

Executive Session:

1. Executive Session - RCW 42.30.110(1)(ii) - Discuss Current or Pending Litigation (10 min)

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.110(1)(II) – CURRENT OR PENDING LITIGATION FOR 10 MINUTES. THE MOTION CARRIED 5-0.

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:00 P.M. THE MOTION CARRIED 5-0.

Discussion of Meeting Agenda Items:
Public Works Director Rogalsky, Deputy City Manager King, Human Resources Director Jubb, and Deputy City Clerk Barham joined those already present. for the pre-meeting.

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

Staff clarified the insertion of the last-minute updated resolutions on the state transportation package and a budget adjustment issue.

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

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

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen and Kent were present.
Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Human Resources Director Jubb, Fire and Emergency Services Director Huntington, Police Services Director Skinner, Public Works Director Rogalsky, Energy Services Director Hammond, Parks and Public Facilities Director Schiessl, and Deputy City Clerk Barham.

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO EXCUSE COUNCIL MEMBERS JONES AND THOMPSON. THE MOTION CARRIED 5-0.

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations:

1. 2014 Visit Tri-Cities Annual Report (5 minutes)
   - Kris Watkins, Visit Tri-Cities President and CEO

Ms. Watkins gave a detailed report on the 2014 accomplishments of the Visit Tri-Cities and the 2015 goals.

2. Tri-City Regional Hotel Motel Tourism Commission's Request to Use Reserve Funds for 2015 Special Projects (5 minutes) (on Consent Calendar, Item for Approval)
   - Kris Watkins, Visit Tri-Cities President and CEO

Ms. Watkins detailed the 2015 projects planned with the available budget in the reserve fund of the Tourism Promotion Area.

3. Proposed 2015 Electric Rates Communication and Outreach (5 minutes)
   - Sandi Edgemon, Energy Services Business Services Manager

Ms. Edgemon described the community outreach and education efforts of the Energy Services to the meet the energy customer's needs and promote their understanding of the proposed 2015 electric rates.

Public Hearing:
Deputy City Clerk Barham read the Public Hearing and Public Comments Procedures.

1. Proposed Amendments to the Master Agreement and Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community - Resolution No. 29-15

   - Rick Simon, Development Services Manager

Mr. Simon said the purpose of the public hearing was to accept comments regarding the proposed amendments to the Master Agreement and Land Use and Development Regulations (LUDR) governing the Badger Mountain South planned community. The Master Agreement and the LUDR were originally put into place in 2010 when the Badger Mountain South Master Planned Community was annexed into the City of Richland. Nor Am Investments LLC, the developer of the master planned community, has proposed a number of changes to both documents to reflect some changes that have occurred over the past five years and to stimulate development of the project.

The Planning Commission reviewed the proposed LUDR amendments and has recommended approval of them. Staff has prepared Resolution No. 29-15 to adopt the proposed changes to the LUDR; however; additional time is needed to evaluate the proposed amendments to the master agreement. Staff will bring forward recommended changes to the master agreement in the near future.

Mayor Rose opened the public hearing at 7:58 p.m. and closed the hearing at 7:58:15, as there were no public comments.

2. Proposed Vacation of Short Plat No. 2115, in the Horn Rapids Business Park - Resolution No. 39-15
   - Rick Simon, Development Services Manager

Mr. Simon said the purpose of the public hearing was to receive comments on the proposed vacation of Short Plat No. 2115, per RCW 58.17.212. The short plat is City-owned property located west of Logston Boulevard and north of SR 240 in the Horn Rapids Business Park. The property was divided into four parcels in 1994 and has remained in an undeveloped condition since then. Recently, staff has identified that a different configuration of lots, easements and access would be beneficial, not only for the development of the subject property, but for those properties further west of the site. Vacation of the short plat would eliminate the lot boundaries and easements and is the first step needed in order for the re-division of the property to take place. Resolution No. 39-15, has been prepared for Council's consideration, should it wish to move ahead with the proposed vacation of Short Plat No. 2115.

Mayor Rose opened the public hearing at 8:01 p.m. and closed the hearing at 8:01:15, as there were no public comments.

3. Proposed Increase in Appropriation to the Industrial Development Fund - Ordinance No. 13-15
   - Bill King, Deputy City Manager

Mr. King said the purpose of the public hearing was to provide an opportunity for the public to comment on the proposed increase to the appropriation to the Industrial Development fund. City staff is currently negotiating to purchase a small parcel in the Horn Rapids Industrial Park. Because this opportunity only recently became available, the adopted 2015 budget did not include funding for this purchase; however, there are sufficient dollars in the Industrial Development Fund unappropriated beginning fund balance to cover all costs associated with the purchase.

Mayor Rose opened the public hearing at 8:04 p.m. and closed the hearing at 8:04:15, as there were no public comments.

4. Proposed 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77 - Resolution No. 45-15
   - Allison Jubb, Human Resources Director

Ms. Jubb said the purpose of the public hearing was to allow for input on the 2015-2017 Collective Bargaining Agreement with International Brotherhood of Electrical Workers (IBEW), Local Union No. 77. Resolution No. 45-15 is being presented for Council consideration and approval.

Mayor Rose opened the public hearing at 8:07 p.m. and closed the hearing at 8:07:15, as there were no public comments.

Public Comments:
No comments were given.

Consent Calendar:
Deputy City Clerk Barham read the Consent items.

Minutes:

1. Approve the Minutes of the February 17 and 24, 2015 Council Meetings
   - Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 07-15, Establishing and Dedicating the Rights-of-Way for Polar Way, 1st Street, Logston Boulevard and Robertson Drive
   - Pete Rogalsky, Public Works Director

3. Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund
   - Bill King, Deputy City Manager

Ordinances - Second Reading/Passage:

4. Ordinance No. 04-15, Amending RMC Section 14.24.060: Electricity, Relating to Retail Rates
   - Bob Hammond, Energy Services Director

5. Ordinance No. 05-15, Increasing Capital Improvement Fund and Streets Capital Construction Fund Budgets
   - Pete Rogalsky, Public Works Director

6. Ordinance No. 06-15, Amending the Effective Date of Ordinance No. 25-14, Related to

Adopting a New Shoreline Master Program
- Heather Kintzley, City Attorney

7. Ordinance No. 08-15, Rezoning of Property at 1788 and 1790 Fowler Street (Gauntt NW, LLC)
   - Rick Simon, Development Services Manager

8. Ordinance No. 09-15, Amending the 2015 Budget and Providing for Additional Appropriations from Unanticipated Revenue in the Parks and Public Facilities Department and Parks Project Fund
   - Joe Schiessl, Parks and Public Facilities Director

9. Ordinance No. 10-15, Amending RMC Section 2.20, Code Enforcement Board
   - Heather Kintzley, City Attorney

10. Ordinance No. 11-15, Amending RMC Section 2.17.020, Arts Commission Created, Related to the Size and Structure of Membership
    - Joe Schiessl, Parks and Public Facilities Director

Resolutions – Adoption:

11. Resolution No. 29-15, Amending the Land Use and Development Regulations Governing the Badger Mountain South Master Planned Community
    - Rick Simon, Development Services Manager

12. Resolution No. 34-15, Authorizing the City Manager to Sign and Execute an Agreement with Accelerated Construction and Excavating LLC for Construction of the Hains Avenue Water Service Replacement Project
    - Pete Rogalsky, Public Works Director

13. Resolution No. 36-15, Authorizing the Preparation and Submittal of an Application to the Department of Natural Resources (DNR) for an Urban and Community Forestry Program Grant
    - Phil Pinard, Planning and Capital Projects Manager

14. Resolution No. 39-15, Vacating Short Plat No. 2115 in the Horns Rapids Business Park
    - Rick Simon, Development Services Manager

15. Resolution No. 40-15, Approving Phase 1 of the Clearwater Creek Final Plat
    - Rick Simon, Development Services Manager

16. Resolution No. 41-15, Establishing a Meeting Date to Meet with the Proponents of the Whitfield Annexation
    - Rick Simon, Development Services Manager

17. Resolution No. 42-15, Expressing Appreciation to Rick Jansons for Service on the Richland Public Facilities District Board
    - Heather Kintzley, City Attorney
18. Resolution No. 45-15, Proposed 2015-2017 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77
    - Allison Jubb, Human Resources Director

19. Resolution No. 47-15, Authorizing the Circulation of a Petition for the Westchester Annexation
    - Rick Simon, Development Services Manager

20. Resolution No. 48-15, Awarding Bid to Circle H Construction, Inc. for the City of Richland Fiber Build 2015 Project
    - Jon Amundson, Assistant City Manager

21. Resolution No. 49-15, Approving the 2015 Interlocal Cooperation Agreement for Multi-Agency Three Rivers Information & Communications Services (MATRICS)
    - Chris Skinner, Police Services Director

Items for Approval:

22. Approve the Transfer of $241,945 from the Tourism Promotion Area Reserve Account to be used for 2015 Tourism Related Projects
    - Cindy Johnson, City Manager

Expenditures - Approval:

23. Expenditures from February 9, 2015 - February 20, 2015 for $4,528,036.89 including Check Nos. 220247- 220585, Wire Nos. 5834-5843, Payroll Check Nos. 99878-99892, and Payroll Wire/ACH Nos. 8856-8881
    - Cathleen Koch, Administrative Services Director

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 5-0.

Items of Business:

1. Resolution No. 37-15, Expressing Support for Washington State Senate Transportation Revenue and Reform Package
    - Pete Rogalsky, Public Works Director

Mr. Rogalsky gave the following report: A Washington State Transportation revenue and reform package is working its way through the legislative process. This is the third legislative session in a row in which a transportation revenue package has been considered. The City has two primary interests in the package, both of which are addressed in a far better manner in the current package than in previous versions.

The first interest is additional funding capacity dedicated to maintenance and preservation of existing streets. The package addresses this by providing a direct distribution of a fraction of new gas tax revenues and by enabling a local option car tab fee of up to $40 per year by Council action.

The second interest is funding for the Duportail Bridge. The current proposal would fully fund the bridge project. Washington State's transportation funding model functions in a similar fashion to the City's enterprise funds, in that user-derived revenues fund the operation without support from general tax revenues.

The package proposes to raise the gas tax by 11.7 cents per gallon over a three year period. Staff believes that the proposed package represents the best value likely available to Richland residents and believes that legislators representing our area would serve the City's interest best by supporting the package so that the features described above can be preserved in a package that is ultimately approved.

Council Members expressed their reasons for supporting this topic and stressed the importance of citizens being involved by contacting their legislators to express support of this transportation package.

COUNCIL MEMBER ANDERSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO. THE MOTION CARRIED 5-0.

Reports and Comments:

1. City Manager Johnson thanked Council for their positive vote on the Transportation Revenue and Reform Package and for approving the MATRICS Interlocal agreement.

2. Council Members:
   Council Member Anderson said the MATRICS is important for the entire area and thanked Senator Sharon Brown for voting for the transportation package.

   Council Member Christensen thanked Ms. Johnson for her hard work on the MATRICS. He said he attended a media event for Lincoln Landing featuring a new Fairchild movie theater and a new extended stay hotel. He said he also attended a Badger Mountain South Planned community event.

   Mayor Pro Tem Lemley said he attended meetings in Olympia, WA regarding the elderly and disabled last week. He also encouraged citizens to contact their legislators expressing their support of the transportation package.

3. Mayor Rose noted volume of commercial buildings going on throughout Richland this spring and recommended that citizens look up the commercial permits on the City’s website to get more information.

Adjournment:
Mayor Rose adjourned the meeting at 8:53 p.m.

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 12-15, Increasing 2015 Budget Appropriations to Include the 2014 Budget Carryovers

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	12-15	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 12-15, approving the identified carryovers and authorize staff to make the necessary budget adjustments to appropriate 2014 carryovers into the 2015 budget, in the amount of $31,043,124 for the various funds listed.

Summary:
All appropriations, in any current operating fund, shall lapse at the end of each fiscal year. RCW 35.33.151 authorizes the carryover of unexpended appropriations for uncompleted improvements in progress or for goods and services encumbered, but not received, at year end. An ordinance is required to increase the current year budgeted appropriations for these carryovers. Ordinance No. 12-15 proposes to amend the 2015 budget to increase appropriations in the funds listed in the ordinance, for the proposed 2014 budget carryovers.

The proposed 2014 budget carryover total of $31,043,124 includes previously approved capital improvement projects (CIP), business license reserve projects, expanded programs, grant funded programs and encumbered goods and services not yet received at year end.

The sources of funds for the 2014 carryovers includes unrealized grants, loans, and contributions of $12,932,216 and fund balance of $18,110,908.

Approval of the 2014 budget carryovers ordinance will provide staff with the authority to make appropriate adjustments to the 2015 budget and complete prior years budgeted purchases and projects.

Fiscal Impact:	The total increase in appropriations to the 2015 operating budget is $31,043,124. This includes the carryover of $27,677,371 in approved CIP projects, $1,917,174 in other grant funded programs and $1,448,579 in encumbered goods and services and expanded programs.
Yes	

Attachments:
1. Ordinance No. 12-15, 2014 Appropriation Carryovers
2. 2014 Appropriation Carryovers

ORDINANCE NO. 12-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations from the carryover of prior year budget to complete certain uncompleted capital projects and encumbered purchases of goods and services.

WHEREAS, on November 18, 2014, Council approved Ordinance No. 36-14 approving the 2015 Annual Budget, including the 2015-2030 Capital Improvement Plan; and

WHEREAS, it is necessary to carry over unexpended appropriations from the prior fiscal year to the current fiscal year for goods and services which had not yet been received by the end of the year, but were encumbered and committed in the prior year; and for uncompleted improvements in progress, including capital improvement and business license reserve projects, and grant related expenditures at the end of the year; and

WHEREAS, RCW 35.33.151 sanctions the carryover of appropriations to the following year for payment of uncompleted programs or improvements in progress or on orders subsequently filled or claims subsequently billed for goods or services not completed by the end of the fiscal year; and

WHEREAS, this funding appropriation enables the completion of unfinished capital improvement projects and encumbered goods and services not received by year end; and

WHEREAS, by the end of 2014, grant funding dedicated to the City's HOME Fund exceeded appropriations in the fund, so that an additional $66,732 is in need of appropriation.

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

Section 1. Facts Constituting Change in Appropriation. The increased appropriations contained within this ordinance total $31,043,124 and were previously approved in the prior fiscal year's final appropriations, or in the case of HOME Fund, include newly available revenues. These appropriations are necessary for completion of approved projects and purchases and are identified by fund in the following section.

Section 2. Source of Funds. The sources of funds contained in this ordinance include unrealized grants, loans and contributions in the amount $12,932,216 and fund balance in the amount of $18,110,908. These balances are identified for each fund in the following table:

CHANGES IN APPROPRIATION FROM 2014 CARRYOVERS

		SOURCES OF FUNDS			USES OF FUNDS		
FUND #	FUND NAME	CARRYOVER REVENUES	CARRYOVER APPROPRIATED FUND BALANCE	TOTAL INCREASE IN SOURCES OF FUNDS	CURRENT APPROVED APPROPRIATIONS	CHANGE IN APPROPRIATIONS	TOTAL AMENDED APPROPRIATIONS
001	General Fund	$ -	$ 574,804	$ 574,804	$ 47,573,230	$ 574,804	$ 48,148,034
112	Industrial Development	-	6,626,710	6,626,710	980,353	6,626,710	7,607,063
153	CDBG	270,351	79,822	350,173	221,943	350,173	572,116
154	HOME	1,064,979	-	1,064,979	465,461	1,064,979	1,530,440
301	Streets Capital Project	8,193,641	165,091	8,358,732	5,229,682	8,358,732	13,588,414
317	Fire Station Const.	-	2,724,042	2,724,042	50,000	2,724,042	2,774,042
380	Parks Capital Project	-	1,249,450	1,249,450	1,607,445	1,249,450	2,856,895
385	General Govt. Const.	-	1,204,576	1,204,576	-	1,204,576	1,204,576
395	Delaware LID Const.	-	5,279	5,279	-	5,279	5,279
401	Electric	-	207,306	207,306	69,125,539	207,306	69,332,845
402	Water		1,744,278	1,744,278	14,937,009	1,744,278	16,681,287
403	Wastewater	-	3,210,898	3,210,898	16,573,451	3,210,898	19,784,349
404	Solid Waste	-	77,354	77,354	8,450,215	77,354	8,527,569
405	Stormwater	1,249,664	241,298	1,490,962	1,654,210	1,490,962	3,145,172
408	Broadband	1,141,886	-	1,141,886	283,425	1,141,886	1,425,311
641	SECOMM	536,391	-	536,391	4,369,015	536,391	4,905,406
643	BCES	475,304	-	475,304	101,825	475,304	577,129
	TOTAL	$ 12,932,216	$ 18,110,908	$ 31,043,124	$ 171,622,803	$ 31,043,124	$ 202,665,927

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

PASSED by the City Council of the City of Richland, at a regular meeting on the _____day of _____, 2015.

_____
DAVID W. ROSE
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

Date Published: _____

CITY OF RICHLAND

2014 CARRYOVERS - ENCUMBERED, EXPANDED PROGRAMS AND SPECIAL PROJECT

ACCOUNT NUMBER	DATE	DESCRIPTION	PO #	AMOUNT
001-100-0014-513100-4107	10/6/2014	MOSS ADAMS LLP	PO54474	$ 12,153
001-112-0014-557210-4117		BUSKE CABLE FRANCHISE CONSULTANT		7,169
001-130-0032-521220-2201	12/1/2014	BLUMENTHAL UNIFORM CO	PO54661	5,050
001-130-0032-521220-2201	12/1/2014	LEEDWAY LLC	PO54659	1,880
001-130-0033-518887-3583	8/27/2014	3M COGENT INC	PO54347	8,268
001-130-0033-521400-3102	11/21/2014	PHOENIX RBT SOLUTIONS LLC	PO54628	1,372
001-213-0013-518884-3583	8/6/2013	CASELLE INC	PO53066	1,225
001-213-0014-518885-4117		AS-400 MITIGATION/DATA CONV		75,000
001-213-0014-518885-4117	8/27/2014	CDW GOVERNMENT INC	PO54344	6,767
001-213-0013-518890-3583	3/13/2014	HICKLING & ASSOCIATES LLC	PO53459	1,910
001-213-0013-518890-3583	12/12/2013	HICKLING & ASSOCIATES LLC	PO53459	30,000
001-213-0013-518890-3583	10/29/2014	N HARRIS COMPUTER CORPORATIO	PO54568	35,100
001-213-0013-518890-3583	11/4/2014	GOVERNMENTJOBS.COM INC	PO54591	3,500
001-213-0014-518890-4117	11/10/2014	PARAMOUNT COMMUNICATIONS INC	PO54608	2,996
001-213-0014-518890-4117	11/13/2014	PARAMOUNT COMMUNICATIONS INC	PO54614	1,195
001-213-0014-518890-4117	11/20/2014	PARAMOUNT COMMUNICATIONS INC	PO54627	391
001-213-0016-518890-6415	7/9/2014	PARAMOUNT COMMUNICATIONS INC	PO54181	542
001-213-0014-518890-4146	2/5/2014	SHARESQUARED INC	PO53279	3,896
001-213-001X-518890-XXXX		IT STRATEGIC PLAN REMAINING BALANCE		45,264
001-302-0074-559210-4117	4/21/2014	SHANNON & WILSON INC	PO53932	2,243
001-335-0016-571510-6417	5/6/2014	KRUEGER SHEET METAL CO	PO53969	3,763
001-335-0016-571510-6417	12/17/2014	FAMILY FARMS DBA	PO54404	267
001-335-0016-571510-6417	9/25/2014	BEDROCK SPECIALTY STONE PROD	PO54432	2,166
001-335-0016-571510-6417	9/26/2014	INLAND ASPHALT CO	PO54438	56,858
001-335-0016-571510-6417	10/28/2014	LEWIS SURFACE DEVELOPMENT CO	PO54553	59,222
001-335-0016-571510-6417	11/6/2014	BENJAMIN'S CARPET ONE	PO54601	3,899
001-335-0016-571510-6417	11/24/2014	PAINTMASTER SERVICES INC	PO54636	62,062
001-335-0016-571510-6417	9/8/2014	TOPPER INDUSTRIES INC	RO57776	5,708
001-335-0016-571510-6417	12/15/2014	KING COUNTY DIRECTORS	SO16133	9,567
001-335-0016-571510-6417	12/12/2014	GENSCO INC	SO16100	875
001-900-0014-559310-4925	2014	MALLEY'S FAÇADE IMPROVEMENT		10,000
001-900-0016-559310-6334	2014	JOHN DAM PLAZA SIDEWALK IMPROVE		2,311
001-900-0013-510000-3505	2014	2014 EXP PROGRAM-CHAIR REPLCMNT		10,000
001-900-0016-510000-6209	2013	2013 EXP PROGRAM-ANIMAL SHELTER		100,000
001-900-0076-559310-6334	4/14/2014	FAMILY FARMS DBA	PO53589	2,185
		TOTAL GENERAL FUND		574,804
112-305-0074-559100-4117	8/27/2014	RGW ENTERPRISES PC	PO53800	26,548
112-306-0074-559300-4117	11/26/2013	TANGENT SERVICES INC	PO53421	10,651
112-306-0074-559300-4117	12/31/2014	HDR ENGINEERING INC	PO58114	32,549
		TOTAL INDUSTRIAL DEVELOPMENT FUND		69,748
401-502-0004-518887-4117	6/24/2014	GEODIGITAL -STAKEOUT	PO54139	18,600
401-502-0004-533610-4117	10/22/2014	PTARMIGAN SOFTWARE INC	SO14917	61,570
401-503-0004-176510-4117	6/24/2013	INLAND ASPHALT CO	PO52895	1,088
401-503-0004-176510-4117	5/8/2014	WATTS CONSTRUCTION INC	PO53983	3,908
401-503-0004-176510-4117	12/31/2014	PARAMOUNT COMMUNICATIONS INC	PO54455	14,318
401-503-0004-176510-4117	12/29/2014	PARAMOUNT COMMUNICATIONS INC	PO54710	7,410
401-504-0004-181405-4117	5/31/2012	FPUD FIBER MODIFICATION	PO47948	2,891
401-504-0004-181512-4117	4/28/2014	D HITTLE & ASSOCIATES INC	PO53954	57,160
401-504-0006-533680-6214	12/20/2012	METER TEST BENCH	SO14822	9,915
401-505-0004-195003-4965	12/4/2014	PERFECTION GLASS	PO54673	4,251
401-505-0004-195003-4965	10/6/2014	TRI CITY GLASS INC	PO54473	7,145
401-505-0004-195003-4965	12/4/2014	PERFECTION GLASS	PO54572	10,181
401-505-0004-533101-4897	1/27/2014	PERFECTION GLASS	PO53593	7,205
401-505-0004-533115-4117	6/9/2014	CABLE HUSTON BENEDICT HAAGEN	PO54073	1,664
		TOTAL ELECTRIC FUND		207,306

CITY OF RICHLAND

2014 CARRYOVERS - ENCUMBERED, EXPANDED PROGRAMS AND SPECIAL PROJECT

ACCOUNT NUMBER	DATE	DESCRIPTION	PO #	AMOUNT
402-413-0003-518887-3583	10/20/2014	E H WACHS COMPANY	PO54527	$ 16,953
402-413-0003-534500-3138	11/3/2014	BEAVER EQUIPMENT SPECIALTY C	SO15978	11,251
402-413-0003-534500-3138	12/1/2014	HD SUPPLY WATERWORKS LTD	SO16079	3,624
402-413-0003-534500-3138	12/5/2014	HD FOWLER COMPANY INC	SO16088	8,068
402-413-0003-534500-3501	12/4/2014	HD FOWLER COMPANY INC	SO16086	1,585
402-413-0006-534500-6209	12/17/2014	BADGER METER INC	SO16108	2,683
		TOTAL WATER FUND		44,164
403-423-0003-518887-3583	6/9/2014	CUES INC	PO54089	13,305
403-423-0003-535500-3138	9/30/2014	WHITNEY EQUIPMENT COMPANY IN	PO54453	3,883
		TOTAL WASTEWATER FUND		17,188
404-433-0004-537820-4117	3/20/2014	PARAMETRIX INC	PO53837	25,696
		TOTAL SOLID WASTE FUND		25,696
641-602-0006-528100-6415	7/30/2014	INTERGRAPH CORPORATION	SO15867	298,735
641-602-0006-528100-6415	12/23/2014	BRASHEAR ELECTRIC INC	SO16119	205,201
		TOTAL SECOMM FUND		503,936
643-621-0004-525303-4116	7/11/2014	MID COLUMBIA ENGINEERING INC	SO15827	5,737
		TOTAL BCES FUND		5,737
		TOTAL ENCUMBERED AND MISCELLANEOUS CARRYOVERS		**$ 1,448,579**

CITY OF RICHLAND

2014 CARRYOVERS - APPROVED CIP PROJECTS

ACCOUNT NUMBER	DESCRIPTION	PO #	AMOUNT
INDUSTRIAL DEV. PROJECTS			
112-305-0075-597000-5502	XFER - STREETS CONST, HORN RAPIDS RAIL SIDING		$ 606,428
112-305-0075-597000-5502	XFER -STREETS CONST. RAISE AREA INFRASTRUCTURE		797,160
112-305-0075-597000-5543	BROADBAND FUND -NORTH RCHLD FIBER PROJECT		872,715
112-306-0076-559312-6209	REMAINING BUDGET LRF PROJECTS		4,280,659
	TOTAL INDUSTRIAL DEVELOPMENT FUND		6,556,962
STREETS PROJECTS			
301-402-0046-547000-6403	HORN RAPIDS RAIL SIDING		887,981
301-402-0046-595300-6302	DUPORTAIL BRIDGE		1,234,661
301-402-0046-595300-6361	ANNUAL LID INCENTIVE		120,250
301-402-0046-595300-6362	ANNUAL OVERLAY		142,291
301-402-0046-595300-6369	CENTER PARKWAY		2,239,440
301-402-0046-595300-6386	TAPTEAL DRIVE		2,161
301-402-0046-595300-6388	SOUTH GWWAY SAFETY MOBILITY		499,063
301-402-0046-595640-6371	SOUTH GWWAY SAFETY MOBILITY-SIGNAL IMPROV		4,607
301-402-0046-595300-6392	DUPORTAIL STREET EXTENSION		414,862
301-402-0046-595300-6393	STEVENS DRIVE SOUTH EXTENSION		2,040,682
301-402-0046-595300-6396	DUPORTAIL STREET RECONSTRUCTION		157,285
301-402-0046-595300-6397	RAISE AREA INFRASTRUCTURE		440,402
301-402-0046-595300-6398	ENGLEWOOD DRIVE IMPROVEMENTS		6,231
301-402-0046-595600-6363	QUEENSGATE PATHWAY		125,470
301-402-0046-595610-6309	SIDEWALKS- NORTH RICHLAND		13,233
301-402-0046-595610-6363	ANNUAL SIDEWALK REPAIR		8,427
301-402-0046-595610-6391	CURBS AND WHEELCHAIR RAMPS		8,000
301-402-0046-595630-6366	ANNUAL STREET LIGHTING		4,915
301-402-0046-595640-6379	ELEMENTARY STREET/KEENE ROAD SIGNAL		8,771
	TOTAL STREETS CAPITAL PROJECT FUND		8,358,732
FIRE STATION PROJECT			
317-900-0006-594192-6403	FIRE STATION #74 CONSTRUCTION		2,724,042
	TOTAL FIRE STATION #74 CONSTRUCTION FUND		2,724,042
PARKS PROJECTS			
380-337-0066-594515-6403	KEENE RD IMPROVEMENTS		109,424
380-337-0066-594524-6219	MEMORIAL BENCHES		46,053
380-337-0066-594524-6359	PLAYGROUND EQUIPMENT		3,707
380-337-0066-594590-6403	GATEWAY ENTRANCE IMPROVEMENTS		62,174
380-337-0066-594599-6403	JOHN DAM PLAZA		499,837
380-337-0066-594777-6403	HOWARD AMON STURGEON COVE		2,607
380-337-0066-596802-6403	COMMUNITY GARDENS		280
380-337-0066-594783-6403	COLUMBIA PLAYFIELD IMPROVEMENTS		384,591
380-337-0066-594786-6403	DROLLINGER PARK		10,975
380-337-0066-596793-6403	HOWARD AMON PARK IMPROVEMENTS		126,034
380-337-0066-596794-6209	BADGER MTN DOG PARK		676
380-337-0066-594788-6403	STEVENS PARK		3,092
	TOTAL PARKS CAPITAL PROJECTS FUND		1,249,450
SWIFT CORRIDOR PROJECT			
385-900-0003-594191-3103	SWIFT CORRIDOR CONST. - SUPPLIES		91
385-900-0004-594191-4117	SWIFT CORRIDOR CONST. - SERVICES		26,090
385-900-0006-594191-6103	SWIFT CORRIDOR CONST. - LAND SALES		1,104,923
385-900-0006-594191-6403	SWIFT CORRIDOR CONST. - CONSTRUCTION		73,472
	TOTAL GENERAL GOVERNMENT CONSTRUCTION FUND		1,204,576
DELAWARE LID CONSTRUCTION			
395-430-0004-594950-4117	DELAWARE LID CLOSING COSTS		5,222
395-430-0008-594950-8307	DELAWARE LID INTEREST		57
	TOTAL DELAWARE LID CONSTRUCTION FUND		5,279

CITY OF RICHLAND

2014 CARRYOVERS - APPROVED CIP PROJECTS

ACCOUNT NUMBER	DESCRIPTION	PO #	AMOUNT
WATER UTILITY PROJECTS			
402-410-0006-594505-6403	PUMP & STORAGE RENEW & REPLACEMENT		$ 562,484
402-410-0006-594507-6403	IRRIGATION UTILITY IMPROVEMENT		452,815
402-410-0006-594536-6403	DISTRIBUTION SYSTEM REPAIR AND REPLACEMENT		254,121
402-410-0006-594536-6410	DISTRIBUTION SYSTEM REPAIR AND REPLACEMENT		125,297
402-410-0006-594540-6403	DUTURE WTP SITE ACQUISITION		118,934
402-410-0006-594551-6403	WATER SYSTEM SECURITY IMPROVEMENT		17,566
402-410-0006-594552-6403	BADGER MTN INTERTIE		2,964
402-410-0006-594554-6403	WATER TRANSMISSION LINE 2ND YAKIMA CROSSING		10,000
402-410-0006-594560-6403	NEW SOUTH RICHLAND WATER SOURCE		144,500
402-410-0006-594563-6403	SKY MEADOW TRANSMISSION MAIN		11,433
	TOTAL WATER FUND		1,700,114
WASTEWATER UTILITY PROJECTS			
403-421-0006-594513-6403	SEWER MAIN LINING & REPLACEMENT		137,633
403-421-0006-594515-6403	KEENE ROAD IMPROVEMENTS		7,521
403-421-0006-594516-6403	GENERAL UTILITY PLAN		86,839
403-421-0006-594517-6403	SOLIDS UPGRADE		696,314
403-421-0006-594517-6403	SOLIDS UPGRADE		900,000
403-421-0006-594522-6403	TREATMENT FACILITY RENEWAL REPLACEMENT		1,177,414
403-421-0006-594522-6410	TREATMENT FACILITY RENEWAL REPLACEMENT		(205,688)
403-421-0006-594541-6403	LOGSTON BLVD. SEWER EXTENSION		63,022
403-421-0006-594557-6403	REATA LID OVERSIZING		300,000
403-421-0006-594558-6403	COLLECTION SYSTEM RENEWAL AND REPLACEMENT		30,655
	TOTAL WASTEWATER FUND		3,193,710
SOLID WASTE UTILITY PROJECTS			
404-430-0006-594529-6403	TRANSFER STATION IMPROVEMENTS		20,000
404-430-0006-594559-6403	LANDFILL CLOSURE		979
404-430-0006-594592-6403	LANDFILL CELL		17,498
404-430-0006-594594-6403	LANDFILL FACILITY IMPROVEMENTS		13,181
	TOTAL SOLID WASTE FUND		51,658
STORMWATER UTILITY PROJECTS			
405-440-0006-594516-6403	GENERAL UTILITY PLAN		104,825
405-440-0006-594530-6403	STORMWATER REHAB & REPLACEMENT		35,382
405-440-0006-594531-6403	CANYON TERRACE STORMWATR TREATMENT		115,701
405-440-0006-594533-6403	LESLIE GROVES PARK INFILTRATION		250,129
405-440-0006-594545-6403	STORMWATER QUALITY RETROFIT		336,953
405-440-0006-594565-6403	DECANT FACILITY UPGRADES		638,340
405-440-0006-594525-6403	CAPITAL CONTINGENCY		9,632
	TOTAL STORMWATER FUND		1,490,962
BROADBAND UTILITY PROJECTS			
408-460-0006-538920-6397	NORTH RICHLAND FIBER PROJECT		872,715
408-460-0004-538920-4117	EXPERT SERVICES -BROADBAND BUILDOUT		92,733
408-460-0006-538920-6421	FIBER OPTIC INFRASTRUCTURE		176,438
	TOTAL BROADBAND FUND		1,141,886
	TOTAL CAPITAL PROJECT CARRYOVER		**$27,677,371**

CITY OF RICHLAND

2014 CARRYOVERS - GRANT CARRYOVER

ACCOUNT NUMBER	DESCRIPTION	PO #	AMOUNT
CDBG GRANT CARRYOVER			
153-308-0074-559322-4997	UNALLOCATED GRANT EXPENSES		$ 106,915
153-308-0074-559321-4943	OWNER OCCUPIED REHAB		136,022
153-308-0074-559321-4997	UNALLOCATED GRANT EXPENSES		19,414
153-308-0075-597000-5502	TRANSFER - STREETS CONST - CURBS & RAMPS		8,000
153-308-0074-559321-4945	PROGRAM INCOME- O/O REHAB		48,511
153-308-0074-559321-4992	PROGRAM INCOME - DPAP PROGRAM		31,311
	TOTAL CDBG GRANT		350,173
HOME GRANT CARRYOVER			
154-309-0074-559323-4991	ENTITLEMENT -PASCO		82,670
154-309-0074-559323-4982	CHDO- RICHLAND		127,615
154-309-0074-559322-4991	ENTITLEMENT -PASCO		38,471
154-309-0074-559322-4989	ENTITLEMENT -KENNEWICK		62,235
154-309-0074-559322-4988	ENTITLEMENT - RICHLAND		90,670
154-309-0074-559322-4982	CHDO - RICHLAND		217,012
154-309-0074-559321-4988	ENTITLEMENT - RICHLAND		116,366
154-309-0074-559321-4989	ENTITLEMENT -KENNEWICK		116,365
154-309-0074-559321-4991	ENTITLEMENT - RICHLAND		116,365
154-309-0075-558101-5200	RICHLAND UNALLOCATED ADMIN.		6,046
154-309-0075-558101-5202	PASCO PROGRAM INCOME ADMIN.		19,680
154-309-0075-558101-5203	KENNEWICK PROGRAM INCOME ADMIN.		1,665
154-309-0075-559321-4982	CHDO- RICHLAND		69,819
	TOTAL HOME GRANT		1,064,979
SECOMM GRANT CARRYOVER			
641-601-000X-528710-xxxx	E911-STATE GRANT - SECOMM		32,455
	TOTAL SECOMM GRANT		32,455
BCES GRANT CARRYOVER			
643-620-000X-525300-XXXX	EMERGENCY PREPAREDNESS GRANT		83,361
643-621-000X-525303-XXXX	ENERGY FACILITY SITE EVALUATION COUNCIL		153,155
643-622-000X-525615-XXXX	DEPARTMENT OF ENERGY		109,667
643-630-000X-525606-XXXX	DOMESTIC PREP HOMELAND SEC PREPAREDNESS		49,368
643-630-000X-525607-XXXX	STATE HOMELAND SECURITY PREPAREDNESS		74,016
			469,567
	TOTAL GRANT CARRYOVER		**$ 1,917,174**

2014 ENCUMBERED/MISCELLANEOUS CARRYOVER	**$ 1,448,579**
2014 CAPITAL PROJECT CARRYOVER	**27,677,371**
2014 GRANT CARRYOVER	**1,917,174**
TOTAL 2014 CARRYOVER	**$31,043,124**

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Ordinances - First Reading

Key Element:

Subject:
Ordinance No. 14-15, Amending RMC Titles 2.13 and 2.16, Dissolving the Housing & Community Development Advisory Committee and Transferring Duties to the Planning Commission

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	14-15	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 14-15, amending RMC Titles 2.13 and 2.16, dissolving the Housing & Community Development Advisory Committee and transferring duties to the Planning Commission.

Summary:
The Richland Housing & Community Development Advisory Committee(HCDAC) was created with the intent to increase public participation with the HUD programs administered by City staff and the Richland Housing Authority. The Richland Housing Authority is in the process of dissolving and no longer has any programs in the City of Richland. Further, federal funds for CDBG and HOME programs has decreased in recent years. As a result, there is now far less work for the HCDAC to perform. The remaining work mostly relates to forming recommendations to City Council on the annual allocations of CDBG funds.

The Planning Commission has also undergone a reduction in duties with the implementation of a Hearing Examiner system. The Planning Commission is familiar with the public hearing process and currently reviews and advises on the City's Comprehensive Plan, which includes a housing element. Staff recommends dissolving the HCDAC and transferring to the Planning Commission the duties of holding public hearings for the annual CDBG fund allocations and reviewing federal regulations regarding HUD funds. Pasco, along with several other Washington cities, use their Planning Commissions in this capacity with positive results.

Staff believes that this change will result in improved efficiency and has discussed the proposal with both bodies.

Fiscal Impact: There will be some reduction in required staff time which can be more efficiently applied to other City priorities.

Attachments:
1. Ordinance No. 14-15

ORDINANCE NO. 14-15

AN ORDINANCE of the City of Richland affirming the dissolution of the Housing and Community Development Advisory Committee and the transfer of duties to the Planning Commission, amending Chapters 2.04, 2.13, and 2.16 of the Richland Municipal Code.

WHEREAS, the City Council passed Ordinance No. 14-03 authorizing the creation of the Housing and Community Development Advisory Committee (HCDAC); and

WHEREAS, Ordinance No. 38-05 amended Ordinance No. 14-03 and detailed the duties of the HCDAC as assisting staff and advising City Council on the development of affordable housing programs, review and make recommendations on the City's Comprehensive Plan, review applications for Community Development Block Grant (CDBG) funding requests and recommend allocations, and various other related duties; and

WHEREAS, the HCDAC convenes rarely, with the majority of its duties concentrated on the review and recommendation of annual CDBG fund allocations; and

WHEREAS, the duties of the HCDAC are relatable to the duties of the Planning Commission and would be appropriate to be assigned to the Planning Commission.

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

Section 1. RMC Chapter 2.04, Section 2.04.110, entitled Boards, commissions and committees, enacted by Ordinance No. 125 and last amended by Ordinance No. 08-07, shall be amended to read as follows:

2.04.110 Boards, commissions and committees.

~~There shall be the following boards, commissions and committees: planning commission, personnel committee, library board, firemen's pension board, board of trustees of the relief and pension fund of the police department, board of adjustment and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances. Whenever possible, the administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as secretary of that board, commission or committee.~~

A. Applicability. Subsections (B) through (E) of this section shall apply to the following committees and commissions unless otherwise noted: the utility advisory committee, the economic development committee, the planning commission, the parks and recreation commission, and the board of adjustment ~~and the housing and community development advisory committee~~.

B. Liaisons. Commissions and committees may appoint nonvoting liaisons to other commissions and committees. Liaisons shall not be members of the commission or committee to which they are appointed and shall fulfill the role of facilitation and transfer of information between the respective committee and commission.

C. Membership Limitations. A commission or committee member is limited to membership on two commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months.

D. Term Limits. All commission or committee members including personnel committee, lodging tax advisory committee and Americans with Disabilities Act review committee shall serve no more than 12 consecutive years on the same commission or committee and shall be residents of the city, except for youth members of the parks and recreation commission, who shall be residents of the Richland school district, and members of the lodging tax advisory committee and economic development committee, who shall be corporate citizens of Richland. The council may waive this limitation for any member of any board, commission or committee for one term.

E. Removal. A commission or committee member shall be removed upon absences from three consecutive regular meetings or four meetings within a 12-month period. [Ord. 125; Ord. 40-98; Ord. 07-00; Ord. 14-03; Ord. 31-03; Ord. 33-04; Ord. 38-05; Ord. 04-07; Ord. 08-07].

Section 2. RMC Chapter 2.13, entitled Housing and Community Development Advisory Committee, enacted by Ordinance No. 125 and last amended by Ordinance No. 38-05, shall be amended to read as follows:

~~**2.13.010, Housing and Community Development Advisory Committee**~~

~~Sections:~~

~~2.13.010 Purpose.~~
~~2.13.020 Housing and community development advisory committee created.~~
~~2.13.030 Removal – Vacancies.~~
~~2.13.040 Meetings, officers, records and quorum.~~
~~2.13.050 Functions and duties.~~
~~2.13.060 Expenditures – Budget.~~
~~2.13.070 Staff assistance.~~

~~**2.13.010 Purpose.**~~

~~The purpose and intent of this chapter is to make available to the city council and staff an advisory body in the development and administration of affordable housing programs for Richland residents. This committee will also advise city staff and city council on issues related to housing and neighborhood revitalization, redevelopment and commercial revitalization, neighborhood and community facilities, and public service projects. [Ord. 14-03].~~

~~**2.13.020 Housing and community development advisory committee created.**~~

~~There is hereby created within the city of Richland a housing and community development advisory committee composed of nine at-large members. The members of the committee shall be selected without regard to political affiliation and shall serve without compensation. In making appointments to the committee, the city council shall strive to appoint individuals who have interest or expertise in housing development, real estate, financing, appraisals, construction, or the provision of housing services to low income, minority and special needs populations, such as the elderly and those with disabilities. Low-income~~

people and minorities are encouraged to apply for membership on the committee. Selection of members shall follow established procedures as set forth in RMC 2.04.120.

At-large members shall be appointed for a term of three years. [Ord. 14-03; Ord. 38-05].

2.13.030 Removal – Vacancies.

The committee may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Vacancies occurring otherwise than by expiration of term shall be filled for any unexpired term in the manner used for regular appointments. Workshops shall be excluded from the definition of "meetings" for the purposes of this section. [Ord. 14-03].

2.13.040 Meetings, officers, records and quorum.

The committee shall elect its own chairperson and vice-chairperson and create and fill such other offices as it may determine it requires. The committee shall hold regular monthly meetings at a time to be determined at the first meeting of each year. All meetings shall be open to the public and a specific time period will be provided on the agenda to receive public comments. It shall adopt rules for transaction of business and shall keep a record of its meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.

Six voting members of the committee shall constitute a quorum for the transaction of business. In the event of a vacancy (or vacancies), a quorum shall be a majority of the remaining members, however, not to be less than five voting members. [Ord. 14-03; Ord. 38-05].

2.13.050 Functions and duties.

The housing and community development advisory committee (HCDAC) shall perform the following functions:

A. Assist city staff and advise the city council on the development of affordable housing policies and programs;

B. Coordinate, as needed, with the Richland Housing Authority in the development of affordable housing programs;

C. Serve as a technical advisory committee to the city council on housing and community development needs;

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

E. Community Development Block Grant (CDBG).

1. Review federal requirements for the administration of the community development block grant program and make recommendations on program procedures to the city council;

2. Review applications for community development block grant funds and make recommendations on project funding to the city council;

F. HOME Consortium (HOME).

1. Help staff develop and administer the Tri-City HOME Consortium Agreement;

~~2. Review federal requirements for the administration of the HOME program and make recommendations on program procedures to the city council;~~

~~G. The HCDAC will assign subcommittees as appropriate. [Ord. 14-03; Ord. 38-05].~~

~~**2.13.060 Expenditures – Budget.**~~
~~The expenditures of the committee, exclusive of donations, shall be limited to appropriations. All services requiring appropriations shall be submitted through the budget of the city housing and development department; provided, however, that the services of outside consultants may be obtained for a temporary period of time when specifically authorized by the city council. [Ord. 14-03].~~

~~**2.13.070 Staff assistance.**~~
~~The staff of the various departments within the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the housing and community development advisory committee to the city council. [Ord. 14-03].~~

Section 3. RMC Chapter 2.16, Section 2.16.050, entitled Duties, enacted by Ordinance No. 23 and last amended by Ordinance No. 17-14, shall be amended to read as follows:

~~**2.16.050 Duties**~~
The commission shall perform the following duties:

A. Serve as an advisor to the city council in order to promote the orderly physical development and growth of the city;

B. Prepare a comprehensive plan for the orderly physical and social development of the city. The physical dimension of the comprehensive plan, for which the planning commission is responsible, shall include among its purposes and be designed to:

1. Encourage the most appropriate use of land throughout the municipality;

2. Lessen traffic congestion and accidents;

3. Secure safety from fire;

4. Provide adequate light and air;

5. Prevent overcrowding of land;

6. Avoid undue concentration of population;

7. Provide for the preservation of clean air, clean water and the natural, scenic, historic and aesthetic qualities of the environment;

8. Promote a coordinated development of undeveloped area;

9. Encourage the formation of neighborhood and community units;

10. Secure an appropriate allotment of land area in new developments for all requirements of community life;

11. Conserve and restore natural beauty and other natural resources;

12. Analyze flood protection;

13. Address the identification and preservation of historical buildings and places and archaeologically significant areas; and

14. Consider garbage, sewage treatment and solid waste disposal.

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

The commission shall comply with requirements of notice and public hearing provided by law in initiating and recommending the whole or parts of the comprehensive plan;

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

1. The use of buildings and land for residence, trade, industrial and other purposes;

2. The height, number of stories, size, construction and design of buildings and other structures;

3. The size of yards, courts and other open spaces on the lot or tract;

4. The density of population;

5. The setback of buildings along highways, parks or public water frontages; and

6. The subdivision and development of land;

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

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

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

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

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

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

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

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

J. The administrative staff of the city as assigned by the city manager shall provide staff assistance and serve as liaison between the planning commission and those boards, commissions or committees not represented on the planning commission, and shall also serve to facilitate communication by the planning commission to the city council. [Ord. 23 § 1.05; Ord. 567 § 1.01; Ord. 595 § 1.03; Ord. 715 § 1.01; Ord. 806 § 1.16; Ord. 40-98; Ord. 38-05; Ord. 17-14 § 1.01].

K. Community Development Block Grant (CDBG) and Tri-Cities HOME Consortium.

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

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

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

ADOPTED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/17/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Ordinance No. 07-15, Dedication of Polar Way, 1st Street, Logston Boulevard and Robertson Drive as Public Right of Way

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	07-15	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 07-15, dedicating Polar Way, 1st Street, Logston Boulevard, and Robertson Drive as public right-of-way.

Summary:
As part of the development within the Horn Rapids Industrial Park, particularly the Chill Build freezer facility, a public street network is needed to be constructed for access to the facility and surrounding property.

To create this network, Robertson Drive was extended approximately 2,260 feet to the west; a new north-south road was constructed from the end of Robertson Drive to the Chill Build facility (Polar Way); and a new street was constructed between Kingsgate Way and the new Polar Way (1st Street). This network provides two public access routes to the Chill Build facility and surrounding property.

A portion of Robertson Drive right-of-way had previously been dedicated, but additional width (20 feet on each side) is necessary to conform to the current roadway design standards and match existing right-of-way widths. A portion of the 1st Street right-of-way had also previously been dedicated, but an additional 10 feet on each side is necessary to meet current roadway design standards.

Approximately 2,080 lineal feet of Logston Boulevard was constructed in 2014, extending south from Battelle Boulevard. This portion of Logston had previously been intended to be dedicated by Ordinance No. 02-04, but an error in the legal description prevented it from being officially recorded. This ordinance will clarify that description and formally dedicate the portion of right-of-way needed for this public access.

First reading was given at the March 3, 2015 regular Council meeting. This ordinance includes correction of a minor error on the Logston Boulevard description. The road extends south from Battelle Boulevard, not Horn Rapids Road. No other exceptions were taken.

Fiscal Impact: Yes	Approval of this ordinance does not require any current expenditures beyond the street construction costs previously funded through the RAISE program. Ongoing maintenance and pavement management typical of City streets will be necessary for these new roads in the future. Approximately 8,090 LF or 1.53 centerline miles of roadway will be added to the City system.

Attachments:

1. ORD No. 07-15, Dedicating Rights of Way in Horn Rapids Industrial Park

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190
Richland, WA 99352

ORDINANCE NO. 07-15

AN ORDINANCE of the City of Richland establishing and dedicating the rights-of-way for Polar Way, 1st Street, Logston Boulevard and Robertson Drive, as fully described in this ordinance.

WHEREAS, the City of Richland has been involved in the development of the City-owned property in the Horn Rapids Industrial Park; and

WHEREAS, at the time of development, the public streets and rights-of-way were not expressly dedicated for public use; and

WHEREAS, in 1994, Ordinance No. 44-94 was passed which dedicated portions of Logston Boulevard and Robertson Drive; and

WHEREAS, on November 16, 1998, Council passed Ordinance No. 26-98 amending Ordinance No. 44-94 to modify the alignments of Logston Boulevard and Robertson Drive; and

WHEREAS, Ordinance No. 44-94 has since been amended to incorporate the modified legal descriptions of a portion of Logston Boulevard and Robertson Drive rights-of-way; and

WHEREAS, Robertson Drive was recently extended as part of a street network to provide public access to the Chill Build facility; and

WHEREAS, an additional 20 feet of right-of-way on both sides of the portion of existing Robertson Drive right-of-way needs to be established to match the existing right-of-way width to the east; and

WHEREAS, on January 13, 2004, Council passed Ordinance No. 02-04 intending to dedicate Logston Boulevard street right-of-way and amending Ordinance No. 26-98; and

WHEREAS, due to an error in the description of the proposed Logston Boulevard right-of-way, that portion located within Section 22, Township 10 North, Range 28 East W.M. was not recorded and dedicated; and

WHEREAS, Logston Boulevard was recently constructed within Section 22 from Battelle Boulevard south approximately 2,080 lineal feet; and

WHEREAS, this portion of Logston Boulevard is needed for public access and therefore needs to be dedicated as a public street right-of-way; and

WHEREAS, a Quit Claim Deed was recorded under Auditor's File No. 2012-009911 to reserve a 60 foot right-of-way corridor for a future 1st Street lying easterly of Kingsgate Way; and

WHEREAS, an additional 10 feet of right-of-way on both sides of the existing 1st Street right-of-way is needed to meet current roadway section design criteria for this street; and

WHEREAS, Polar Way was identified as a new north-south route connecting Robertson Drive to the Chill Build facility; and

WHEREAS, the right-of-way for Polar Way needs to be established and dedicated; and

WHEREAS, the Robertson Drive extension, 1st Street, and Polar Way construction has been completed and accepted by the City; and

WHEREAS, the rights-of-way need to be dedicated for these new roadways.

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

Section 1. The portion of road right-of-way as described and shown in Exhibit A as Robertson Drive is hereby ordered to be dedicated as a City street named Robertson Drive.

Section 2. The portion of road right-of-way as described and shown in Exhibit A as Logston Boulevard is hereby ordered to be dedicated as a City street named Logston Boulevard.

Section 3. The portion of road right-of-way as described and shown in Exhibit A as 1st Street is hereby ordered to be dedicated as a City street named 1st Street.

Section 4. The portion of road right-of-way as described and shown in Exhibit A as Polar Way is hereby ordered to be dedicated as a City street named Polar Way.

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

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 17th day of March 2015.

_____
DAVID W. ROSE
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

Date Published: March 22, 2015

EXHIBIT "A"

Proposed Dedication Description for:
Polar Way, 1ST Street, Robertson Drive & Logston Blvd.

Polar Way

A portion of the Southeast ¼ of Section 21 & the Northeast ¼ of Section 28, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

An 80.00 foot wide corridor having 40.00 feet lying on each side of the following described centerline.

Beginning at the intersection of Logston Blvd. and Robertson Drive, as shown on Record of Survey No. 4575, as recorded in Volume 1 of Surveys on Page 4575, records of said County and state; Thence North 54°53'28" West a distance of 3067.28 feet along the centerline of said Robertson Drive as shown on said Survey and described by City of Richland Ordinance No. 26-98 recorded under Auditor's File No. 2007-022732, records of said County and state, to the intersection of said Robertson Drive and the proposed centerline of Polar Way, and the **TRUE POINT of BEGINNING**; Thence North 35°06'00" East a distance of 50.00 feet to a point hereafter known as **Point "A"**; Thence continuing North 35°06'00" East a distance of 183.52 feet to the beginning of a 540.00 foot radius tangent curve to the left; Thence Northeasterly a distance of 335.71 feet along the arc of said curve through a central angle of 35°37'11", to its point of tangency; Thence North 00°31'11" West a distance of 2,299.13 feet to the proposed intersection of said Polar Way and 1st. Street; Thence continuing North 00°31'11" West a distance of 1,259.17 feet to a point hereafter known as **Point "B"**; Thence continuing North 00°31'11" West a distance of 48.98 feet to a point on the North line of the Southeast ¼ of said Section 21, Township 10 North, Range 28 East, and the terminus of this portion of said centerline description.

The sidelines of said easement shall extend or foreshorten to terminate at the proposed Northerly right-of-way of said Robertson Drive. Said proposed Northerly right-of-way of said Robertson Drive shall be 50.00 feet Northerly of the existing centerline when measured at right angles to said centerline. And said North line of the Southeast ¼ of Said Section 21, Township 10 North, Range 28 East.

Together with: Beginning at said **Point "A"**; Thence North 54°53'28" West a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive, to a point on the Westerly proposed right-of-way of said Polar Way, and the **TRUE POINT of BEGINNING**; Thence continuing North 54°53'28" West a distance of 50.01 feet along said proposed Northerly right-of-way of said Robertson Drive, to beginning of 50.00 radius tangent curve having a radial bearing of North 35°06'32" East; Thence Northeasterly a distance of 78.55 feet along said curve through a central angle of 90°00'32" to a point on said Westerly proposed right-of-way of said Polar Way; Thence South 35°06'00" West a distance of 50.01 feet along said proposed right-of-way back to the true point of beginning.

Together with: Beginning at said **Point "A"**; Thence South 54°53'28" East a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive, to a point on the Easterly proposed right-of-way of said Polar Way, and the **TRUE POINT of BEGINNING**; Thence continuing South 54°53'28" East a distance of 49.99 feet along said proposed Northerly right-of-way of said Robertson Drive, to beginning of 50.00 radius tangent curve having a radial bearing of North 35°06'32" East; Thence Northwesterly a distance of 78.53 feet along said curve through a central angle of 89°59'28" to a point

on said Easterly proposed right-of-way of said Polar Way; Thence South 35°06'00" West a distance of 49.99 feet along said proposed right-of-way back to the true point of beginning.

Together with: Beginning at said **Point "B"**; Thence South 89°28'49" West a distance of 27.00 feet to the center of a 50.00 radius; Thence North 23°50'13" West a distance of 50.00 feet to the beginning of a 50.00 radius tangent curve having a radial bearing of South 23°50'13" East, and the **TRUE POINT of BEGINNING**; Thence Southerly a distance of 102.65 feet along said curve through a central angle of 117°37'58" to the beginning of a 50.00 foot radius reverse tangent curve to the right; Thence Southeasterly a distance of 44.46 feet along said curve through a central angle of 50°57'00" to a point on said Westerly proposed right-of-way of said Polar Way; Thence North 00°31'11" West a distance of 123.59 feet along said proposed right-of-way of said Polar Way to a point on the North line of the Southeast ¼ of Said Section 21, Township 10 North, Range 28 East; Thence South 89°23'48" West a distance of 6.79 feet along said North line back to the true point of beginning.

Except: any portion lying within Quit Claim Deed recorded under Auditor's File No. 2014-009242, records of said County and state.
Except: any portion lying within Bargain and Sale Deed recorded under Auditor's File No. 2014-020922, records of said County and state. (See Record of Survey No. 4489)
Except: And any portion lying within existing Robertson Drive right-of-way, per Ordinance No. 26-98 recorded under Auditor's File No. 2007-022732, records of said County and state.

Together with: **a 10.00 foot wide utility easement** running parallel and contiguous (outside) with the Easterly and Westerly proposed Polar Way right-of-way.
Except: any portion lying within Quit Claim Deed recorded under Auditor's File No. 2014-009242, records of said County and state.
Except: any portion lying within Bargain and Sale Deed recorded under Auditor's File No. 2014-020922, records of said County and state. (See Record of Survey No. 4489)

Together with: **a utility easement** described as follows:
Beginning at said **Point "A"**; Thence South 54°53'28" East a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive; Thence North 35°06'00" East a distance of 49.99 feet to a point on the proposed Easterly right-of-way of Polar Way and the **TRUE POINT of BEGINNING**; Thence South 54°54'00" East a distance of 10.00 feet; Thence South 09°53'44" East a distance of 56.56 feet; Thence South 35°06'32" West a distance of 10.00 feet to a point on the proposed Northerly right-of-way of said Robertson Drive and the beginning of 50.00 radius tangent curve having a radial bearing of North 35°06'32" East; Thence Northwesterly a distance of 78.53 feet along said proposed Easterly right-of-way of Polar Way said curve through a central angle of 89°59'28", back to the true point of beginning.

Together with: **a utility easement** described as follows:
Beginning at said **Point "A"**; Thence North 54°53'28" West a distance of 40.00 feet along said proposed Northerly right-of-way of said Robertson Drive; Thence North 35°06'00" East a distance of 50.01 feet to a point on the proposed Westerly right-of-way of Polar Way and the **TRUE POINT of BEGINNING**; Thence North 54°54'00" West a distance of 10.00 feet, Thence South 80°06'16" West a distance of 56.57 feet; Thence South 35°06'32" West a distance of 10.00 feet to a point on the proposed Northerly right-of-way of said Robertson Drive and the beginning of 50.00 radius tangent curve having a radial bearing of North 35°06'32" East; Thence Northeasterly a distance of 78.55 feet along said proposed Westerly right-of-way of Polar Way said curve through a central angle of 90°00'32", back to the true point of beginning.
See attached **Exhibit "B-6".**

1ST Street

A portion of the Southeast ¼ of Section 21, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

An 80.00 foot wide corridor having 40.00 feet lying on each side of the following described centerline.

Beginning at the aforementioned proposed intersection of said Polar Way and 1st. Street, and the **TRUE POINT of BEGINNING**; Thence South 89°29'08" West a distance of 989.81 feet to the beginning of a 800.00 foot radius curve to the right; Thence Northwesterly a distance of 346.07 feet along the arc of said curve through a central angle of 24°47'08" to its point of tangency; Thence North 65°43'44" West a distance of 360.34 feet to a point hereafter known as **Point "C**; Thence continuing North 65°43'44" West a distance of 40.23 feet to a point on the centerline of Kingsgate Way and the terminus of this portion of said centerline description.

The sidelines of said easement shall extend of foreshorten to terminate at the existing Easterly right-of-way of said Kingsgate Way, and the Westerly proposed right-of-way of said Polar Way.

Together with: Beginning at the aforementioned proposed intersection of said Polar Way and 1st. Street; Thence South 89°29'08" West a distance of 40.00 feet along the proposed centerline of said 1st. Street to a point on the Westerly proposed right-of-way of said Polar Way; Thence South 00°31'11" East a distance of 40.00 feet along said proposed right-of-way to a point on the proposed Southerly right-of-way of 1st. Street and the **TRUE POINT of BEGINNING**; Thence continuing South 00°31'11" East a distance of 50.00 feet along said proposed right-of-way of said Polar Way to the beginning of a 50.00 radius tangent curve having a radial bearing of South 89°28'49" West; Thence Northwesterly a distance of 78.54 feet along said curve through a central angle of 89°59'41" to a point on said Southerly proposed right-of-way of said 1st. Street; Thence North 89°29'08" East a distance of 50.00 feet along said Southerly proposed right-of-way of said 1st. Street back to the true point of beginning.

Together with: Beginning at the aforementioned proposed intersection of said Polar Way and 1st. Street; Thence South 89°29'08" West a distance of 40.00 feet along the proposed centerline of said 1st. Street to a point on the Westerly proposed right-of-way of said Polar Way; Thence North 00°31'11" West a distance of 40.00 feet along said proposed right-of-way of said Polar Way to a point on the proposed Northerly right-of-way of 1st. Street and the **TRUE POINT of BEGINNING**; Thence continuing North 00°31'11" West a distance of 50.00 feet along said proposed right-of-way of said Polar Way to the beginning of 50.00 radius tangent curve having a radial bearing of South 89°28'49" West; Thence Southwesterly a distance of 78.54 feet along said curve through a central angle of 90°00'19" to a point on said Northerly proposed right-of-way of said 1st. Street; Thence North 89°29'08" East a distance of 50.00 feet along said Northerly proposed right-of-way of said 1st. Street back to the true point of beginning.

Together with: Beginning at said **Point "C"**; Thence South 18°04'43" West a distance of 30.18 feet along said Easterly right-of-way of said Kingsgate Way, to a Westerly projection of the Southerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991, records of said County and state, and as shown on said Record of Survey No. 4575, and the **TRUE POINT OF BEGINNING**; Thence continuing South 18°04'43" West a distance of 39.00 feet along said Easterly right-of-way of said Kingsgate Way, to the beginning of 35.00 radius tangent curve having a radial bearing of South 71°55'17" East; Thence Northeasterly a distance of 58.76 feet along said curve through a central angle of 96°11'34" to a point

on said Southerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991; Thence North 65°43'44" West a distance of 39.00 feet along said Southerly right-of-way, back to the true point of beginning.

Together with: Beginning at said **Point "C"**; Thence North 18°04'43" East a distance of 30.18 feet along said Easterly right-of-way of said Kingsgate Way, to a Westerly projection of the Northerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991, records of said County and state, and as shown on said Record of Survey No. 4575, and the **TRUE POINT OF BEGINNING**; Thence continuing North 18°04'43" East a distance of 31.41 feet along said Easterly right-of-way of said Kingsgate Way, to the beginning of 35.00 radius tangent curve having a radial bearing of South 71°55'17" East; Thence Southeasterly a distance of 51.20 feet along said curve through a central angle of 83°48'28" to a point on said Northerly right-of-way of 1st. Street as described by Auditor's File No. 2012-00991; Thence North 65°43'44" West a distance of 31.41 feet along said Northerly right-of-way, back to the true point of beginning.

Except any portion lying within Bargain and Sale Deed recorded under Auditor's File No. 2012-009384, records of said County and state.
Except any portion lying within Statutory Warranty Deed recorded under Auditor's File No. 2014-032857, records of said County and state. (See Record of Survey No. 2515)

Except any portion lying within existing Kingsgate Way right-of-way, and any portion lying within proposed right-of-way of said Polar Way as described above.

Together with: a 10.00 foot wide utility easement running parallel and contiguous with the Northerly and Southerly right-of-way of said proposed 1st. Street.

Except any portion lying within Statutory Warranty Deed recorded under Auditor's File No. 2014-032857, and said Bargain and Sale Deed recorded under Auditor's File No. 2012-009384, records of said County and state. (See Record of Survey No. 2515)

Robertson Drive

A portion of the Northeast ¼ of Section 28, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

A 100.00 foot wide corridor having 50.00 feet lying on each side of the following described centerline.

Beginning at the intersection of Logston Blvd. and Robertson Drive, as shown on Record of Survey No. 4575, as recorded in Volume 1 of Surveys on Page 4575, records of said County and state; Thence North 54°53'28" West a distance of 1799.50 feet along the centerline of said Robertson Drive as shown on said Survey and described and by City of Richland Ordinance No. 26-98 recorded under Auditor's File No. 2007-022732, records of said County and state. **TRUE POINT of BEGINNING**; Thence continuing North 54°53'28" West a distance of 1267.79 feet along said centerline to the intersection of said Robertson Drive and the centerline of proposed Polar Way; Thence continuing North 54°53'28" West a distance of 612.13 feet along said centerline to the terminus of said centerline description.
The sidelines of said easement shall extend of foreshorten to terminate and connect to the existing Westerly right-of-way line of the 100.00 foot wide portion of Robertson Drive as described by said

Ordinance No. 26-98 at the true point of beginning and at right angles to the centerline at the point of terminus.

The intent of this description is to rededicate the existing 60.00 wide portion of Robertson Drive as described by said Ordinance No. 26-98, to a 100.00 foot wide continuous right-of-way corridor.

Logston Blvd.

A portion of the Northwest ¼ of Section 22, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

An 80.00 foot wide corridor having 40.00 feet lying on each side of the following described centerline.

Beginning at the North ¼ corner of said Section 22, and the centerline of Battelle Blvd.; Thence South 89°41'13" West a distance of 1615.55 feet along the Northerly line of said Northwest ¼ and said centerline to the proposed intersection of Logston Blvd. and the **TRUE POINT of BEGINNING** of said centerline; Thence South 00°30'54" East a distance of 2025.62 feet leaving said centerline and Northerly line, to a point hereafter known as **POINT "A"**; Thence continuing South 00°30'54" East a distance of 241.06 feet to a point on the Northerly right-of-way Horn Rapids Spur described by a document recorded under Auditor's File No. 2009-019019, records of said County and State, and the terminus of said centerline.

Together with: Beginning at said **Point "A"**; Thence South 89°29'06" West a distance of 13.00 feet (to the radius point of a 55.00 foot radius curve); Thence South 28°53'07" West a distance of 55.00 feet on a radial bearing to the beginning of a 55.00 foot non-tangent curve and the **TRUE POINT of BEGINNING**; Thence Northerly a distance of 116.34 feet along said curve through a central angle of 121°11'58" to a point on the proposed Westerly right-of-way of said Logston Blvd.; Thence South 00°30'54" East a distance of 95.83 feet along said Westerly right-of-way back to the true point of beginning.

The sidelines of said proposed right-of-way shall extend of foreshorten to terminate and connect to the existing Southerly right-of-way line of said Battelle Blvd. and said Northerly right-of-way Horn Rapids Spur.

Together with: a 35.00 foot wide Slope & Utility easement running parallel and contiguous with the Easterly and Westerly right-of-way of said proposed Logston Blvd.

The sidelines of said easement shall extend of foreshorten to terminate and connect to the existing Southerly right-of-way line of said Battelle Blvd. and said Northerly right-of-way Horn Rapids Spur.

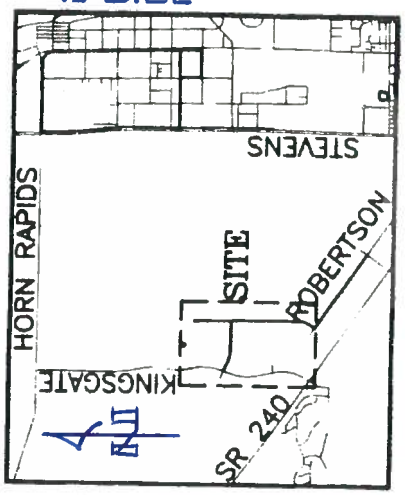
See attached **Exhibits "B-1 thru B-7"**

Reference: PID #'s 1-2108-400-0006-002 / 1-2108-400-0004-000 / 1-2808-100-0002-004 / 1-2808-100-0002-004 / 1-2208-200-0012-006.

15-012
Drpjrpls

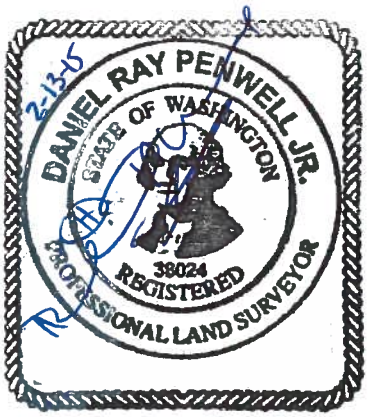
EXHIBIT "B1"

15-DIZE



VICINITY MAP
NTS

DRPWLPS 02-13-15



2-13-15

LOGSTON BLVD

POB

[1]

1799.50'

DRDA 76-98
100' RIGHT-OF-WAY
AFN:2007-022732

ROS# 4575

ROBERTSON DRIVE

2827

POB

N54°53'28"W
3067.28'

DRPWLPS 02-17-15

(SEE EXHIBIT "B-2")

GRAPHIC SCALE
0 100' 200' 400'
1 INCH = 200' FT.

(SEE EXHIBIT "B-3")

EXHIBIT "B-2"
18"x24" SIZE

S00°31'11"E
2299.13'

80' PROPOSED RIGHT-OF-WAY

POLAR WAY

10' UTILITY ESMT.

CITY OF RICHLAND
1-2808-100-0002-004

40'

40'

10' UTILITY ESMT.

R=540.00'
L=335.71'
Δ=35°37'11"

N 54°53'28" W
612.13'

N 35°06'00" W
233.52'

R=50.00'
L=78.53'
Δ=89°59'28"

R=50.00'
L=78.55'
Δ=90°00'32"

(TPOB)

(POINT "A")

ORDH 26-98
60' RIGHT-OF-WAY
AFN:2007-022732

ROBERTSON DRIVE

ROSA 4575

20' PROPOSED ADDITIONAL RIGHT-OF-WAY

1267.79'

CITY OF RICHLAND
1-2808-100-0002-004

20' PROPOSED ADDITIONAL RIGHT-OF-WAY

N

GRAPHIC SCALE

0 100' 200' 400'

1 INCH = 200' FT.

(SEE EXHIBIT "B-1")

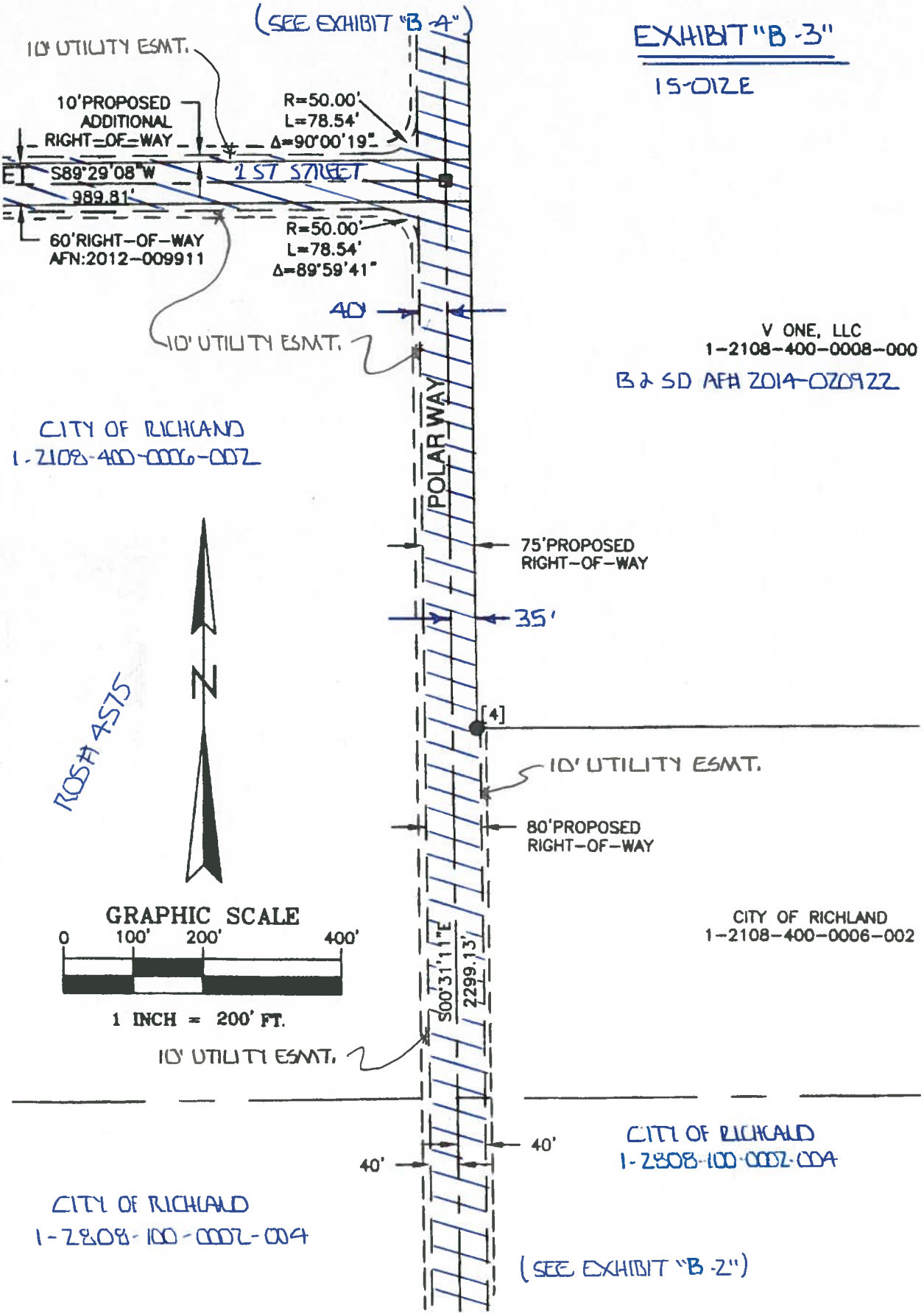
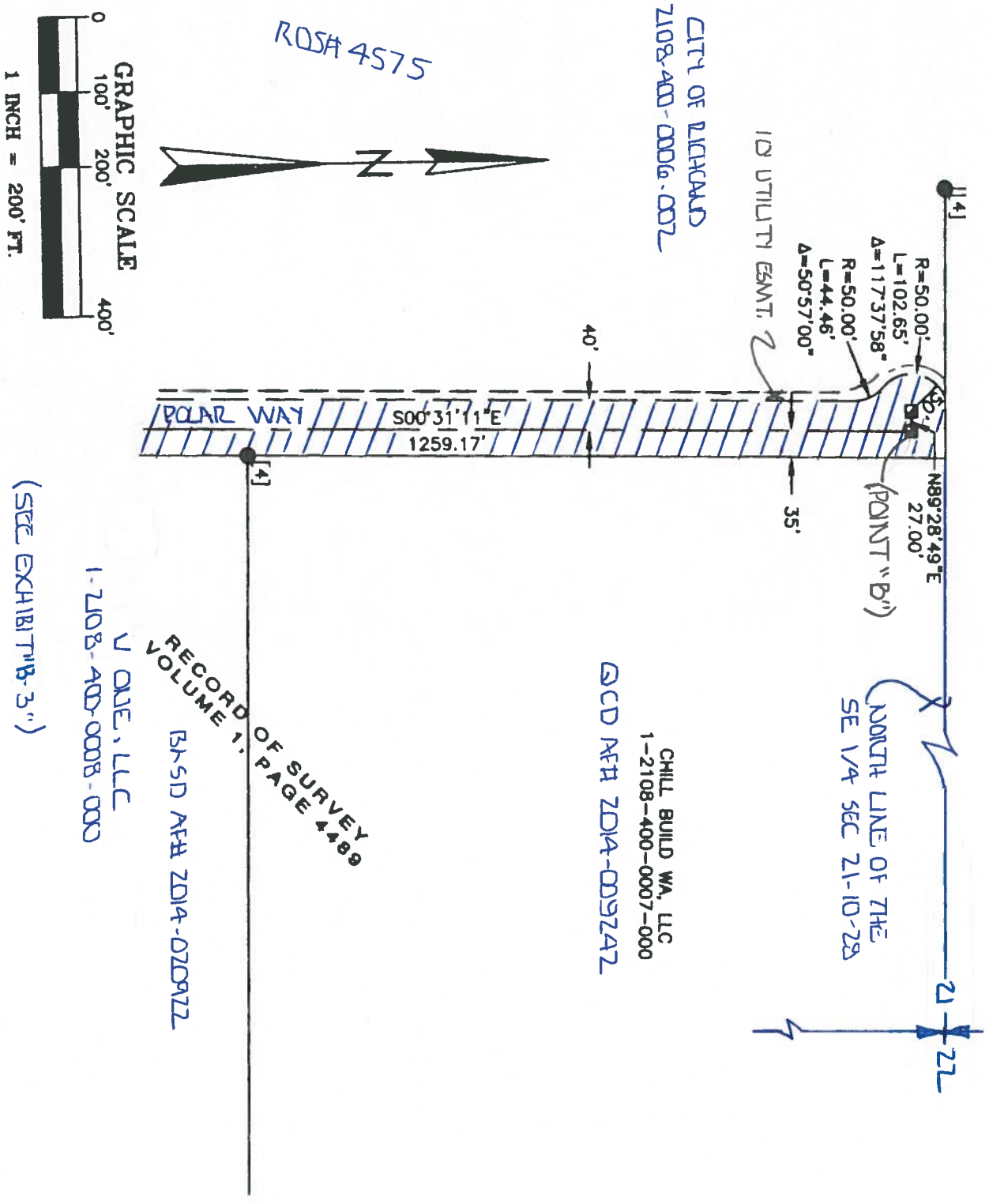

(SEE EXHIBIT "B-4")
EXHIBIT "B-3"
15-0126
10' UTILITY ESMT.
10' PROPOSED ADDITIONAL RIGHT-OF-WAY
R=50.00'
L=78.54'
Δ=90°00'19"
S89°29'08"W
989.81'
1ST STREET
60' RIGHT-OF-WAY
AFN:2012-009911
R=50.00'
L=78.54'
Δ=89°59'41"
40'
10' UTILITY ESMT.
V ONE, LLC
1-2108-400-0008-000
B & SD AFN 2014-0209122
CITY OF RICHLAND
1-2108-400-0006-002
POLAR WAY
75' PROPOSED RIGHT-OF-WAY
35'
ROS# 4575
N
[4]
10' UTILITY ESMT.
80' PROPOSED RIGHT-OF-WAY
GRAPHIC SCALE
0 100' 200' 400'
1 INCH = 200' FT.
CITY OF RICHLAND
1-2108-400-0006-002
S00°31'11"E
2299.13'
10' UTILITY ESMT.
40'
40'
CITY OF RICHLAND
1-2808-100-0002-004
CITY OF RICHLAND
1-2808-100-0002-004
(SEE EXHIBIT "B-2")

EXHIBIT "B-4"

15-01ZE

(SEE EXHIBIT "B-5")



(SEE EXHIBIT "B-3")

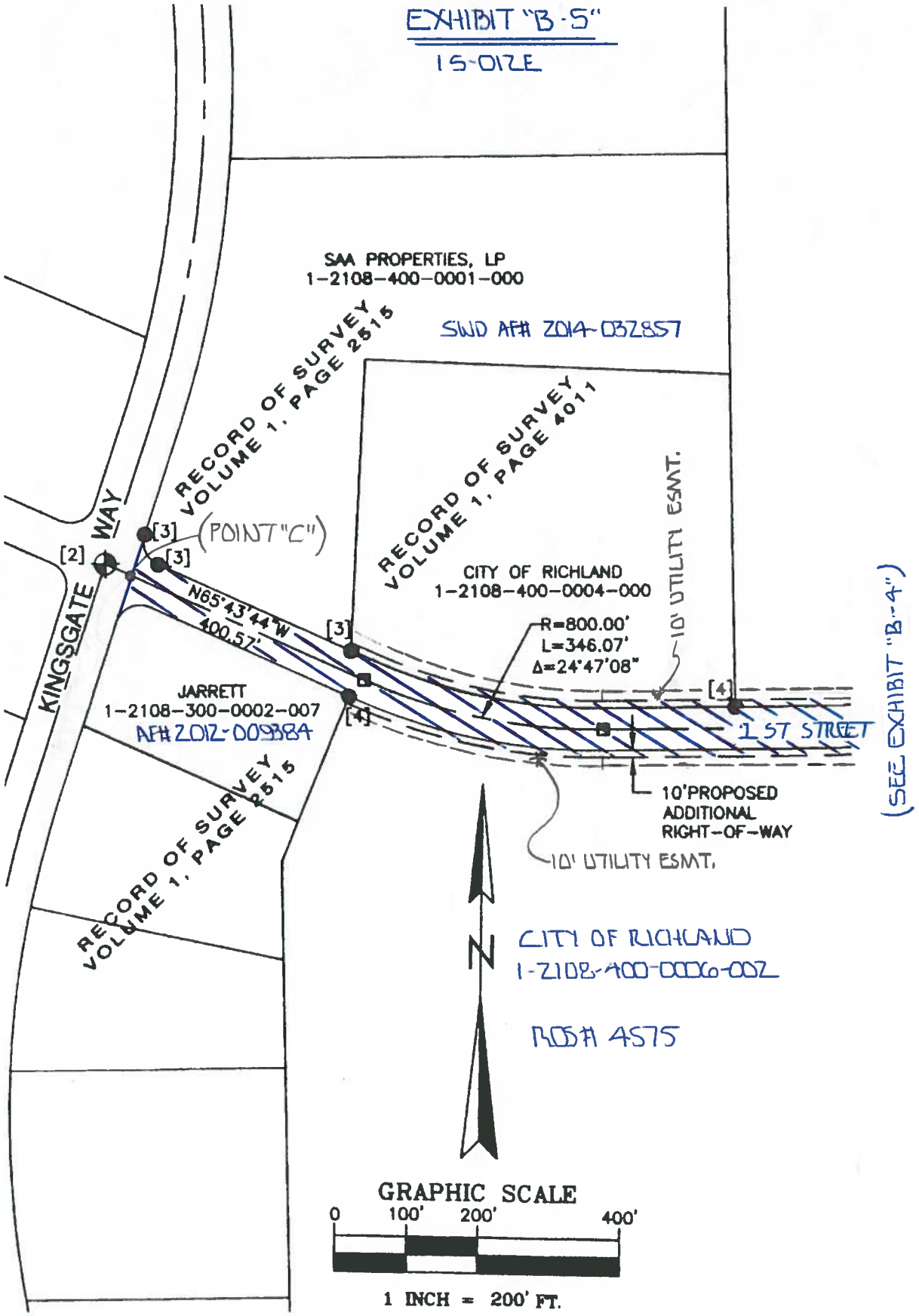


EXHIBIT "B-5"
IS-01ZE
SAA PROPERTIES, LP
1-2108-400-0001-000
SWD AFN 2014-032857
RECORD OF SURVEY VOLUME 1, PAGE 2515
RECORD OF SURVEY VOLUME 1, PAGE 4011
10' UTILITY ESMT.
CITY OF RICHLAND
1-2108-400-0004-000
(POINT "C")
[2]
[3]
[4]
KINGSGATE WAY
N65°43'44"W
400.57'
R=800.00'
L=346.07'
Δ=24°47'08"
JARRETT
1-2108-300-0002-007
AFN 2012-009384
1ST STREET
10' PROPOSED ADDITIONAL RIGHT-OF-WAY
10' UTILITY ESMT.
(SEE EXHIBIT "B-4")
CITY OF RICHLAND
1-2108-400-0006-002
RODA 4575
N
GRAPHIC SCALE
0 100' 200' 400'
1 INCH = 200' FT.

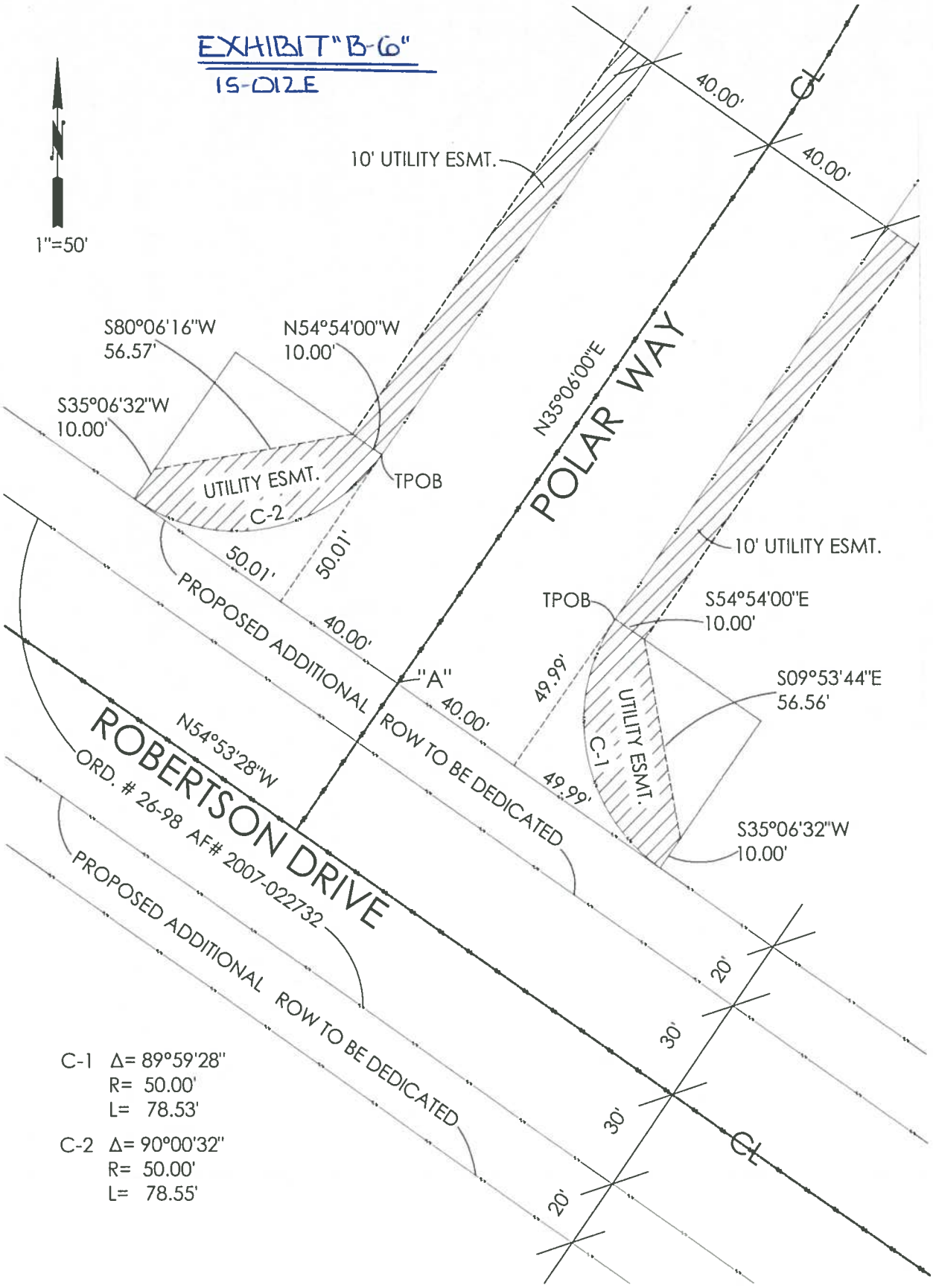
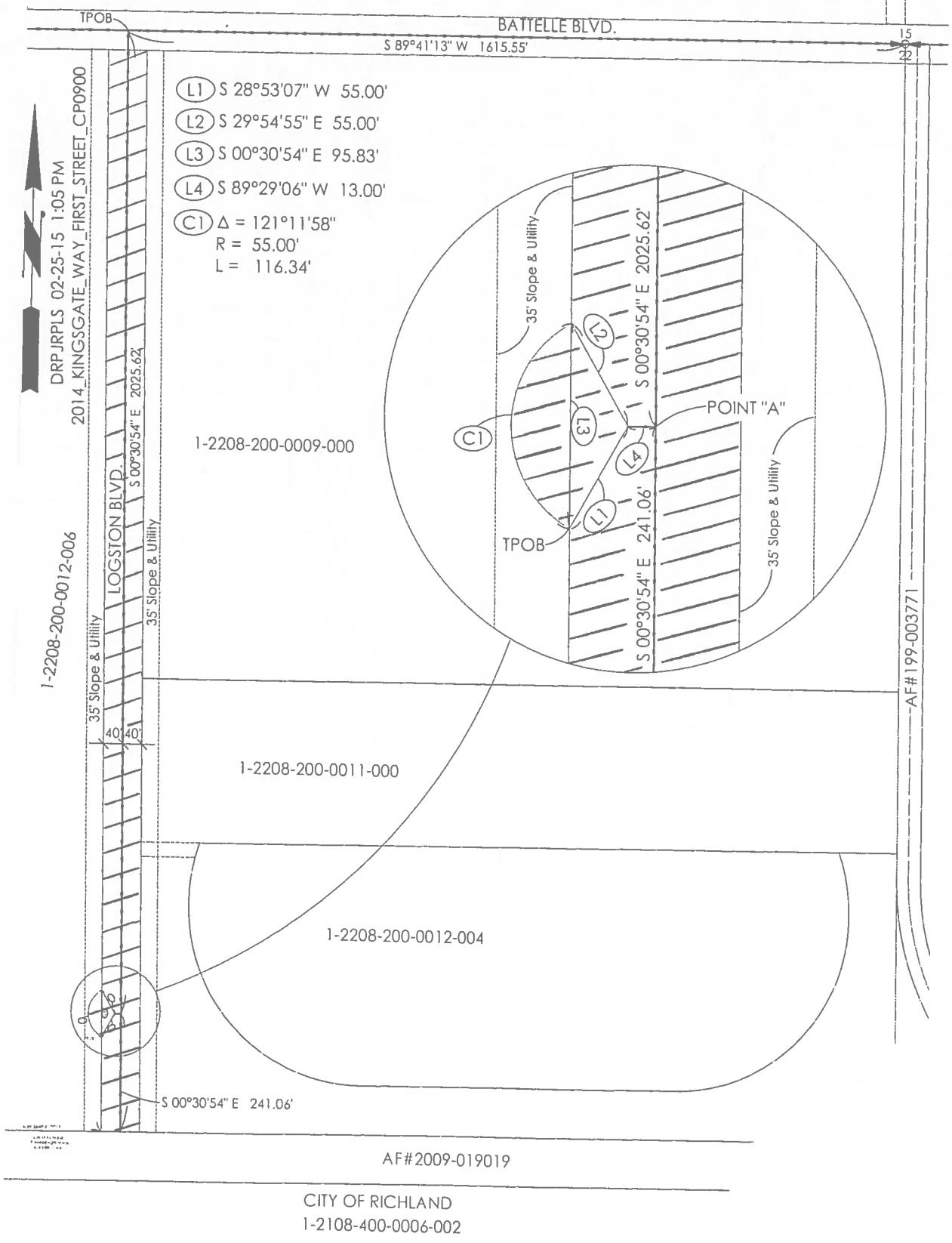


EXHIBIT "B-6"
15-012E
1"=50'
40.00'
40.00'
CL
10' UTILITY ESMT.
S80°06'16"W
56.57'
N54°54'00"W
10.00'
S35°06'32"W
10.00'
UTILITY ESMT.
C-2
TPOB
N35°06'00"E
POLAR WAY
50.01'
50.01'
PROPOSED ADDITIONAL
40.00'
"A"
40.00'
ROW TO BE DEDICATED
10' UTILITY ESMT.
TPOB
S54°54'00"E
10.00'
49.99'
S09°53'44"E
56.56'
UTILITY ESMT.
C-1
49.99'
S35°06'32"W
10.00'
N54°53'28"W
ROBERTSON DRIVE
ORD. # 26-98 AF# 2007-022732
PROPOSED ADDITIONAL ROW TO BE DEDICATED
20'
30'
30'
20'
CL
C-1 Δ= 89°59'28"
R= 50.00'
L= 78.53'
C-2 Δ= 90°00'32"
R= 50.00'
L= 78.55'

EXHIBIT "B-7"

15-012E



COUNCIL AGENDA ITEM COVERSHEET

Council
Date: 03/17/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element:

Subject:
Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	13-15	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 13-15, amending the 2015 Budget to increase appropriations to the Industrial Development Fund

Summary:
City staff is currently negotiating an agreement with Richland Triangle Limited Partners (RTLP) which will terminate their option on properties in Horn Rapids and allow the City to purchase a small property owned by RTLP in the Industrial Park. The only remaining property that RTLP owns in Richland is a 1.65 acre parcel located at the northwest intersection of Kingsgate Way and First Street extension. The City owns the adjacent property, and having the corner parcel back under City control will be advantageous in attracting new users to the Industrial Park.

Since this opportunity has only recently become available, the adopted 2015 budget did not include funding for this purchase. However, there are sufficient dollars in the Industrial Development Fund unappropriated beginning fund balance to cover all costs associated with this purchase. Attached is Ordinance 13-15, and if passed, will amend the 2015 budget and appropriate funds for the purchase and associated costs.

A required public hearing and first reading of this proposed ordinance occurred on March 3, 2015. The purchase and option termination agreement with RTLP is also on tonight's agenda.

Fiscal Impact:	The negotiated price for the purchase of the subject property is $57,750. Staff believes this is slightly below the current market value of the property and that the City will more than recover this expenditure when the property is ultimately resold to an end user. The proposed budget amendment will appropriate $65,000 from unappropriated beginning fund balance, resulting from prior years' land sales, which is sufficient to complete the purchase and fund associated surveying, title insurance and other closing costs.

Attachments:
1. Ordinance No. 13-15 Amending 2015 Budget

ORDINANCE NO. 13-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations and declaring that a public emergency exists in the Industrial Development Fund.

WHEREAS, on November 4, 2014, Council passed Ordinance No. 36-14 adopting the 2015 City Budget; and

WHEREAS, no funds were appropriated in the adopted budget for the purchase of property by the Industrial Development Fund; and

WHEREAS, the City has an opportunity to repurchase a valuable property and resolve any potential claims from Richland Triangle Limited Partners related to the termination of their option to purchase certain properties in the Horn Rapids Business Center and Industrial Park; and

WHEREAS, sufficient funds are available in the Industrial Development Fund unappropriated beginning fund balance to fully fund the purchase of the subject property; and

WHEREAS, this proposed increase in appropriations will enable the purchase of a 1.65 acre parcel located at the northwest corner of Kingsgate Way and First Street extended which will benefit the City's economic development plans; and

WHEREAS, the intent of this ordinance is to increase appropriations in the Industrial Development Fund to fully budget the purchase price and associated closing costs of the subject property; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on March 3, 2015, regarding the increase in appropriations from the unappropriated beginning fund balance in the Industrial Development Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2015 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the Industrial Development Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to provide an additional appropriation to the Industrial Development Fund as follows:

Industrial Development	
Current Appropriation:	$915,353
Increase in Appropriation:	$ 65,000
Amended Appropriation:	$980,353

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

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____ 2015.

_____
DAVID W. ROSE
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

Date Published: _____

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality
Key 4 - Targeted Investments

Subject:
Resolution No. 33-15, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with the Crown Group, Inc. for 650 George Washington Way

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	33-15	Resolution

Recommended Motion:
Adopt Resolution No. 33-15, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with the Crown Group, Inc. for 650 George Washington Way.

Summary:
Disposition of this property is to stimulate redevelopment in Downtown and generate revenue for the City. To achieve this goal, negotiations focused on requirements for use, site design, and other benefits to the City. The result is a Purchase and Sale Agreement that identifies specific development requirements, includes design approvals and provides repurchase provisions at the City's option. The resulting price reflects the constraints put in place to achieve the development vision for the City, as well as, existing conditions of the property than would be allowed in a market sale with no restrictions. The contract includes triggers and milestones that provide the City approval of designs and the right to repurchase the property should it become necessary.

The contract includes two development options to achieve the vision. Option A is a traditional retail center with adjacent office. These uses are targeted because successful development projects in our market are driven by the users. The lead tenant is &Yet , who was identified in a previous competitive process.

Option B is the development of office and public market retail. In order for the public market to be acceptable, a feasibility study must demonstrate its viability. The development team has begun investigation in cost, design, and demand for the public market format retail. Should this contract be approved by Council, that study will continue and be formalized within 90 days.

Additional analysis of the proposed transaction is included in the attached memorandum presented to the Economic Development Committee on February 23, 2015, which was recommended for approval.

Fiscal Impact:	Approval of this resolution will result in a one-time infusion of $502,214 to the Industrial Development Fund by March 2016. Earnest money of $45,000 will be deposited after entering into the agreement. The money becomes non-refundable in $15,000 increments after three three-month milestones during the contingency period. The full amount of the earnest money is applicable to the purchase price. Subsequent development will increase property tax on completion of the project.

Attachments:
1. Resolution No. 33-15 Authorizing PSA
2. Memo to EDC
3. 650 George Washington Way Purchase and Sale Agreement

RESOLUTION NO. 33-15

A RESOLUTION of the City of Richland approving that certain Purchase and Sale Agreement by and between the City of Richland and the Crown Group, Inc.

WHEREAS, the City of Richland seeks to encourage pedestrian-oriented urban development linking downtown and the waterfront; and

WHEREAS, the City of Richland owns approximately 114,602 square feet of land at 650 George Washington Way legally described as Lot 3 of Short Plat 2586; and

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

WHEREAS, 650 George Washington Way is a key property linking the City's downtown and waterfront areas; and

WHEREAS, it is the City Council's vision to enhance the waterfront by improving pedestrian accessibility between the waterfront and downtown; and

WHEREAS, the terms and conditions of the proposed agreement require that the ultimate development be consistent with the vision of the City; and

WHEREAS, the City has negotiated a land price that is in its best interest, reflecting the conditions and constraints of the property including grading, demolition, easements and use restrictions; and

WHEREAS, the terms and conditions of the proposal were provided to Council in executive session on January 27, 2015.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Richland finds and declares that the property at 650 George Washington Way in the Central Business District be sold to the Crown Group for the development of a mixed-use development.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

COMMUNITY & DEVELOPMENT SERVICES DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Redevelopment Development Division

THROUGH: Redevelopment Development Division

DATE: February 23, 2015

SUBJECT: 650 George Washington Way – Transaction Analysis

ITEM #: 1

RECOMMENDATION:

That the City Council authorize execution of the Purchase and Sale Agreement with the Crown Group

BACKGROUND:

The property is located at 650 George Washington Way, Richland. Staff has worked with the Parks and Recreation Commission and the Planning commission to revise the boundaries to include the former CHREST museum site (Exhibit A). The property now consists of approximately 114,602 square feet.

The goal of the disposition of this property is to stimulate redevelopment in Downtown and to generate revenue for the City. The contract has been drafted to protect specific values for the City and provide specific trigger points for the City to either cancel or repurchase the property should it not proceed in the preferred direction.

Negotiations have progressed successfully with Mark Lambert of the Crown Group and Adam Brault of &Yet. The developer horsepower comes from Mark Lambert, who has more than 30 years of experience in real estate development, primarily in Chicago. Adam Brault brings local knowledge and project certainty as an anchor tenant of the proposed development. The team's most valuable strength for the City is its willingness to investigate the types of development that are most valuable to the cultural fabric of the City while keeping an eye for market feasibility. This includes a feasibility analysis of developing a public market at this location, which, if found to be reasonably feasible will be pursued by the team.

The general structure of the contract is a contingent purchase and sale agreement. The price, use, and milestones are all included in the agreement. Price has been determined by a negotiated sale, taking into account the development constraints placed on the project that are greater than what would be required if the property were a private transaction.

The development constraints are primarily related to the following:

- Site Plan
- Consideration of a Public Market
- Mixed Use Site
- Constrained Parking

- CBD Design Standards (Strict Adherence)
- Development Partner (Tenant)

The pricing is structured as follows:

- Land Pricing
    - Initial Basis is $7/ foot
        - Price reflects use constraints (requiring mixed use & minimum of 28k sf with 18k office & 10k retail)
        - 114,602 square feet
        - $802,214
    - Redevelopment Credit (-$300,000)
        - Grading ($100,000)
        - Demolition ($125,000)
        - Enhanced development of the UGT through the site prior to completion of the first building (width, lighting/marking)
        - Common area/plaza open to the public and located along or linked to the UGT alignment ($75,000)
    - Effective Net Price of $502,214 ($4.38 psf)

There are milestones for performance that occur throughout the contract:

- During the contingency period
    - Initial Period 0-90 days, no extra money at risk, public market analysis, real estate market analysis and marketing, anticipated use finalized
    - First Extension 91-180, $15,000 at risk, preliminary design and engineering, environmental, geotechnical analysis
    - Second Extension 181-270, $30,000 at risk, finalize conceptual plans, complete pro forma, phase one building plans
    - Third Extension 271-360, $45,000 at risk, phase two building plans, closing
- Post-closing, plans & construction
    - 0-3 months, submit plans for building
    - 3-6 months, begin vertical construction
    - 12 months, repurchase right expires

The project will break ground within 18 months of execution of the agreement or be subject to repurchase by the City. The detailed timing is as follows:

- Timing – 12 months contingency with milestones (four 3-month periods)
- 3 months to plan submittal (or repurchase)
- 6 months to break ground (or repurchase)
- Construction starts within 21 months from signing

Key values protected through this contract include:

- Urban Green Belt Trail Improvements
- Design standards of the Central Business District

- On-site mixed uses
- Strict adherence with CBD design standards

In summary, entering into this contract will provide the City a much needed reinvestment in long term vacant property, preservation of critical values to the City, and generate cash flow for other reinvestment activities. The hope is that within the first 90 days the viability of a public market can be determined. A public market is the type of project that would most competitively position Richland for success in our region. In the event that it is close to possible, a revised contract may be brought forward for consideration. In the event that it is too far from feasible, we will have an acceptable level of certainty that a high quality project will still move forward.

FISCAL IMPACT:

Approval of this recommendation by City Council will result in a $502,214 capital infusion to the City.

APPLICABLE CODE:

3.06 SALE OR LEASE OF CITY REAL PROPERTY.

3.06.010 PURPOSE – POLICY – OBJECTIVES.

A. Purpose. The purpose of this chapter is to establish policies and procedures regarding the surplusing and the sale or lease of certain real property owned or otherwise controlled by the city.

B. Policy. It shall be the policy of the city to consider sale or lease of real property owned or controlled by the city when such property is determined to be surplus to the needs of the city, and where it is demonstrated to the satisfaction of the city council that sale or lease will best serve the public interest. For purposes of this chapter, the public interest will best be served when a transaction accomplishes one or more of the objectives listed in subsection (C) of this section.

C. Objectives. The purpose and policies of this chapter are intended to accomplish the following basic objectives, which should be achieved in a balanced manner to ensure that none are over-emphasized to the detriment of the others:

1. Stimulate the development of the city's economic base to provide employment opportunities and tax revenues for the city and other local taxing entities;

2. Meet the financial obligations resulting from prior property transactions of the city;

3. Provide capital for economic development purposes, for parkland operations (planning, acquisition, design, construction and maintenance and operation), and such other purposes as the council determines are necessary and appropriate; and

4. Provide a source of general revenue to the city over and above the tax yields from such real property. [Ord. 24-84].

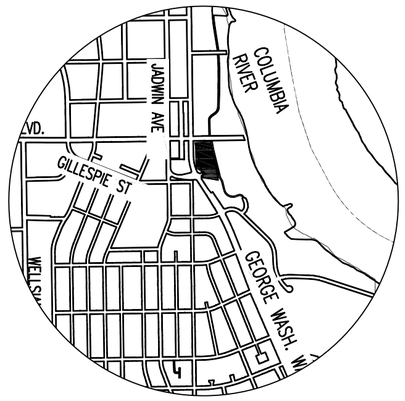
ATTACHMENTS

Exhibit A – Property

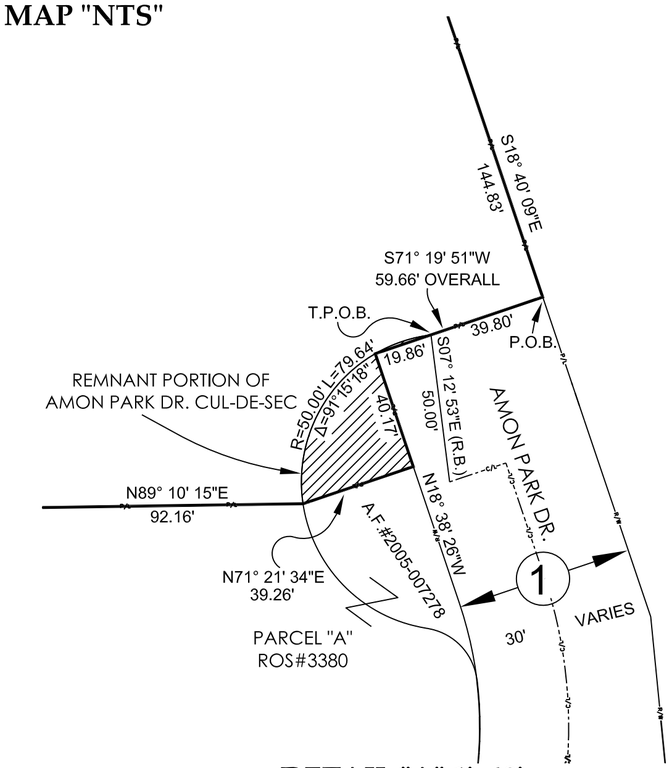
RECORD OF SURVEY NO. _____

BOUNDARY LINE ADJUSTMENT

LOCATED IN A PORTION OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON STATE



VICINITY MAP "NTS"



DETAIL "A" 1'=40'

NOTES

- ◉ SET 5/8 " REBAR WITH CAP STAMPED "DRPJR 38024"
- ① DEDICATION RIGHT OF WAY (ORDNANCE. NO. 24-04) A.F.#2007-017238
- ② EXISTING 25.00 ALLEY EASMENT AS SHOWN ON SHORT PLAT 2586
- ③ EXISTING 25.00 UTILITY AND ACCESS EASEMENT AS SHOWN ON SHORT PLAT 2586
- ④ QUITCLAIM DEED - A.F. #2006-026479 & A.F. #2006-027967 (RESERVED FOR RIGHT OF WAY)
- ⑤ FOR PLAT OF RICHLAND EASEMENT, SEE CITY OF RICHLAND EASEMENT SHEET NO.34C
- ⑥ B.O.B. SHORT PLAT 2586, RECORDS OF BENTON COUNTY WASHINGTON

SURVEYOR'S CERTIFICATE

I, DANIEL RAY PENWELL JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON REG. NO. 38024, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AND THAT ALL BEARINGS, DISTANCES AND CALLS ARE CORRECT AND THAT ALL PARCEL CORNERS ARE STAKED ON THE GROUND AS SHOWN HEREON.

AUDITOR'S CERTIFICATE

FILED FOR RECORDING THIS _____ DAY OF _____, 2015 A.D. AT ____, MINUTES PAST ____.M.,

AND RECORDED IN VOLUME 1 OF SURVEYS, ON PAGE _____, AT THE REQUEST OF THE CITY OF RICHLAND

_____ _____

BENTON COUNTY AUDITOR FEE NUMBER:

SURVEY NUMBER: _____

CITY OF RICHLAND

840 NORTHGATE DRIVE
RICHLAND, WA. 99352
OFFICE (509) 942-7512
FAX (509) 627-2994

CLIENT: Economic Development Department		
PROJECT: Crehst Museum Site		
DRAWN BY: b.lopez	CHECKED BY: DRPJR	
SCALE: 1"=100'	DATE: 02-15-15	PAGE 1/2

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ___ day of _____, 2015, between THE CROWN GROUP, INC., an Illinois corporation ("Purchaser"), and the CITY OF RICHLAND, a Washington municipal corporation ("Seller").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

(See Exhibit A)

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations.

1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars ($801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be re-adjusted based on $7.00 per square foot of the property legally described on Exhibit A as determined by survey, less three hundred thousand and 00/100 dollars ($300,000.00), (of which $75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), (the net amount thereof being the "Purchase Price"). Seller shall pay for all survey costs, preparation of all land transfer documents, and completion of all legal transaction documents. The actual purchase price will be based off of the final acreage mutually agreed upon by Seller and Purchaser and described in Exhibit A. The balance of the Purchase Price after application of the Earnest Money Deposit (as hereinafter defined), and as adjusted by prorations shall be paid at the Closing by wire transfer, certified or cashier's check or check from the title and escrow company.

3. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with First American Title Insurance Company DBA "Tri-City Title & Escrow" ("Title Company") a cashier's check or wire transfer

in the amount of forty-five thousand dollars ($45,000) and a copy of this Agreement within three (3) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money shall be applied as a credit towards the Purchase Price at Closing. Until the expiration of the initial Contingency Period, Purchaser shall have the power and authority, at its sole discretion, to direct the Title Company to return the Earnest Money to Purchaser, provided such direction is accompanied by a copy of Purchaser's written notice to Seller electing to terminate this Agreement pursuant to one of the applicable provisions of Section 4 below.

4. Contingency Period. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

4.1. Executed Agreement. The "executed Agreement" date is the date that both parties have signed the purchase and sale agreement and the fully signed Agreement is received by the first party signing. If the purchase and sale agreement are signed on different days, the "executed Agreement" date is the later of (i) the most recent date noted and (ii) the date the fully signed Agreement is received by the first party signing. The executed Agreement date shall be inserted in the first sentence of this Agreement by the first party signing immediately upon receipt of the executed Agreement. Both Purchaser and Seller must sign this purchase and sale agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement is automatically terminated.

4.2. Legal Description. Within thirty (30) days of the executed Agreement date, Seller shall survey the Property and develop a legal description for the Property and other easements that may be needed for the completion of the project (including, without limitation, the ingress/egress/cross access easement referenced in Notes 2 and 3 of the Record of Survey No. 4577 Boundary Line Adjustment [the "BLA"] recorded in Volume 1 of surveys, on page 4577 in the records of the Benton County Auditor as recorded in auditor file number 2015-003863 [the "25' Access and Utility Easement"]). Said legal description and survey shall be provided to the Purchaser for review. The Purchaser shall have ten (10) business days after receipt of survey and title commitment to complete said review and provide comments back to the Purchaser. The legal description of the Property shall be based on the BLA. The accepted legal description shall be attached to this Agreement as Exhibit A (in substitution of Exhibit A attached on the executed Agreement date), and to all other legal documents necessary to lawfully execute this land transfer.

4.3. Title Review. Within five (5) days after the date of the executed Agreement, Purchaser, at its sole cost and expense, shall order from Tri-City Title & Escrow ("Title Company") a title commitment on the Property for the current form of ALTA owners policy, including deletion of the general exceptions ("Extended Coverage") in the amount of the Purchase Price and dated on or after the date of the executed Agreement, and copies of all documents referred to therein, and furnish same to Seller within fifteen (15) days of the executed Agreement date. The title commitment (and title policy issued pursuant thereto) shall insure the Access and Utility Easement for the benefit of Purchaser. If the title commitment discloses matters that are not acceptable to Purchaser, or if the survey shows any encroachments which are not acceptable to Purchaser, then Seller shall have fifteen (15) days from its receipt of notice from Purchaser as to such unpermitted exceptions/encroachments to have said exceptions/encroachments removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the Closing Date shall be delayed, if necessary, to allow time to have said exceptions waived or insured over. If Seller fails to have unpermitted exceptions waived and encroachments removed, or in the alternative, to obtain a commitment for insurance as specified above as to such exceptions, within the specified time, upon notice to Seller within ten (10) days after the expiration of the fifteen (15) day period, Purchaser may terminate this Agreement, or may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. If Purchaser does not elect to accept the Property as provided above, THIS AGREEMENT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO PURCHASER.

4.4. Purchaser's Right To Determine. Purchaser shall have ninety (90) calendar days after receipt of the title report described in Section 4.3 above to determine the suitability of the Property for Purchaser's intended use, including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) floodplain-floodway, (4) financing, (5) soils, (6) environmental, and (7) Governmental Approvals, as further defined in Section 4.8. Seller shall, within ten (10) business days of the date of the executed Agreement, provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the initial Contingency Period. Further, if, prior to the conclusion of the initial Contingency Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller on or prior to the expiration of the initial Contingency Period in accordance with the notice requirement herein, then this Agreement shall terminate and be

of no further force and effect, and the Earnest Money shall be immediately refunded to Purchaser. In the event Purchaser fails to give such notice, this Agreement shall remain in full force and effect and this condition shall be deemed waived by Purchaser, in which event the Earnest Money shall be non-refundable in accordance with this section, absent a default by Seller, but shall be applicable to the Purchase Price.

If Purchaser determines that additional time will be required to complete its investigations, then Purchaser may extend the initial Contingency Period for three additional ninety (90) day periods (each an "Extension Period") by sending written notice to Seller ("Extension Notice") on or before the expiration of the initial Contingency Period or prior Extension Period as the case may be, and by meeting the conditions contained in Section 4.6 herein. Upon giving the first Extension Notice, $15,000 of the Earnest Money shall be non-refundable absent a default by Seller (but applicable to the Purchase Price), and the balance of the Earnest Money shall be applicable to the Purchase Price upon Closing. Upon giving the second Extension Notice, an additional $15,000 of the Earnest Money shall be non-refundable absent a default by Seller (but shall be applicable to the Purchase Price), and the balance of the Earnest Money shall be applicable to the Purchase Price upon Closing. Upon giving the third (last) Extension Notice, the remaining $15,000 of the Earnest Money shall be non-refundable absent a default by Seller but shall be applicable to the Purchase Price upon Closing. If, during an Extension Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller prior to expiration of the applicable Extension Period, this Agreement shall immediately terminate and be without any further force and effect, all or the applicable portion of Earnest Money, as the case may be, shall be returned to Purchaser, and without further obligation of either party to the other.

During the initial Contingency Period, Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review. If, upon review, the Seller determines, in Seller's reasonable opinion, that the site plans and building elevations do not meet the Central Business District Zone, Development Standards and Design Standards as provided in Exhibit B, with such changes and variances thereto proposed by Purchaser as Seller may reasonably approve (by approval of the City of Richland Planning Commission and/or Richland City Council), Seller shall give written notice to Purchaser within ten (10) business days of receiving the site plans and building elevations of comments and proposed changes which, if made, will in Seller's reasonable opinion satisfy such Standards, as changed or varied or proposed to be changed or varied. Seller acknowledges that it has approved Purchaser's conceptual site plan attached hereto as Exhibit D and that it will be reasonable in its approval of Purchaser's site plans and elevations that are consistent with such conceptual site plan. Within ten (10) business days after Seller's notice,

Purchaser shall resubmit to Seller and Seller shall respond to resubmittal(s) until the changes are satisfactory such that Seller approves the site plan and building elevations. Notwithstanding anything herein to the contrary, the initial Contingency Period shall be extended date-for-day until Seller approves Purchaser's site plan and elevations, but such extension shall not exceed thirty (30) days. If Seller fails to give such written notice to Purchaser within ten (10) business days of receiving the site plans and building elevations or any resubmittal thereof, such plans and elevations shall be deemed to have been approved by Seller without qualification or exception. If Seller does not approve Purchaser's site plan and elevations by the end of such period, either party may terminate this Agreement upon written notice to the other, in which event this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money shall be returned to Purchaser, and without further obligation of either party to the other. During the initial Contingency Period, Purchaser shall also submit a design study for a public market for the Property that may substitute for retail uses as Purchaser shall determine. Should a public market not be economically feasible or practical for the site as Purchaser shall determine, Purchaser shall also submit a retail/office design analysis for the Property.

4.5. Council Approval. City Council approval is a condition precedent to Seller's obligations under this Agreement, and this Agreement shall be of no binding effect without prior approval of Richland City Council. Upon presenting this Agreement to Purchaser for execution, Seller represents to Purchaser that this Agreement has been approved by the City Council of the City of Richland prior to the executed Agreement date and Seller is fully authorized to perform the obligations of Seller set forth herein without any further approval of the Richland City Council.

4.6 Extension Period Conditions. It shall be a condition to Purchaser's right to exercise the first Extension Period that Purchaser, concurrent with giving the first Extension Notice, certify to Seller that Purchaser has incurred expenditures for not less than approximately in the total amount shown on Exhibit C under "1st 3 Months" without regard to individual line items. It shall be a condition to Purchaser's right to exercise the second Extension Period that Purchaser, concurrent with giving the second Extension Notice, certify to Seller that Purchaser has incurred expenditures during the first Extension Period (or earlier) for not less than approximately in the total amount shown on Exhibit C under "2nd 3 Months" without regard to individual line items. It shall be a condition to Purchaser's right to exercise the third Extension Period that Purchaser, concurrent with giving the third Extension Notice, certify to Seller that Purchaser has incurred expenditures during the second Extension Period (or earlier) for not less than approximately in the total amount shown on Exhibit C under "3rd 3 Months" without regard to individual line items. During the third Extension Period (or earlier), Purchaser shall incur expenditures for not less than approximately in the

total amount shown on Exhibit C under “4th 3 Months” without regard to individual line items. For purposes hereof, amounts certified as spent by Purchaser during any of such 3 Month periods that exceed the total amount shown on Exhibit C to be spent during such period, shall be credited to the following period or periods.

4.7 Design Approval. During the Contingency Period (including any Extension Periods), and provided that Purchaser has satisfied each condition and exercised the applicable Extension Period, as provided in Section 4 above, Purchaser shall prepare and submit preliminary plans and preliminary engineering for the Property for development of a retail project which meets the Central Business Design Standards, with such changes or variances thereto as Seller may reasonably approve, and with not less than 10,000 square feet of gross floor area and an office building with not less than 18,000 square feet of gross floor area, and with parking satisfying legal requirements, within the time frames for the expenditures for such activities as set forth on Exhibit C. Purchaser may plan to construct its development in phases so that final approvals are obtained as each phase is proceeding. The preliminary plans, preliminary engineering and design plans shall be subject to the reasonable approval of Seller during the initial Contingency Period and any subsequent Extension Periods.

4.8 Governmental Approvals. During the Contingency Period (including the Extension Periods), Purchaser may attempt to secure governmental approvals which will permit development of the Property in accordance with Purchaser’s intended use. Seller, upon request, shall execute applications, petitions and such other instruments as Purchaser may request which will permit development of the Property, the cost of all of which shall be borne by Purchaser, except as otherwise provided for herein. No governmental approvals shall be binding on the Property prior to Closing.

5. Closing. On or before the date of Closing, Purchaser shall deliver to the escrow company, First American Title Insurance Company, all Purchaser closing costs, including the Purchase Price for the Property. Seller shall deliver the signed and notarized Deed, as approved in advance by Purchaser, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard ALTA owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property (and any easements for Purchaser’s benefit, including the 25’ Access and Utility Easement) in Purchaser, with Extended Coverage and any other endorsements requested by Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard ALTA owner's policy of title insurance with Extended Coverage and other endorsements requested by Purchaser.

5.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay all transfer taxes and one half of all recording costs and escrow closing costs, if applicable, and the cost of the ALTA survey. Purchaser shall pay

one half of all recording costs and escrow closing costs and for the full premium for a standard ALTA owner's policy of title insurance with Extended Coverage and the cost of any other title insurance endorsements.

5.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Tri-City Title & Escrow, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than sixty (60) days after the Purchaser waives the conditions in Section 4 (the "Closing"). If Closing has not occurred by this date due to no fault of Seller, then upon ten (10) days written notice to Purchaser (unless Closing occurs prior to the expiration of such 10-day period), this Agreement will automatically be terminated.

5.3. Possession. Seller agrees to deliver possession of the Property at Closing in substantially the same condition as it was on the executed Agreement date.

6. Title. Upon closing of escrow as set forth in Section 5, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed, subject only to matters to which Purchaser has agreed to take subject or not objected to.

7. Parking Lease. Seller has advised Purchaser that a portion of the Property is subject to a certain Lease Agreement, dated April 8, 2004, between the Seller, as lessor, and Charles Joseph Frenzel, as lessee, as amended by a certain Lease Amendment dated June 10, 2005 (together, the "Parking Lease"). Seller represents and warrants that a true and correct copy of the Parking Lease is attached hereto as Exhibit E, and there are no other amendments, agreements or understandings with respect to the land that is subject to the Parking Lease except as set forth in the Parking Lease. Upon Closing, Seller shall assign the Lease to Buyer. Prior to the expiration of the first 90 days of the Contingency Period, Seller shall cause the Parking Lease to be amended to allow Purchaser to relocate the current location of all or some of the parking spaces located on the Property. Further, prior to the expiration of the Contingency Period, Seller shall provide an estoppel certificate from the lessee under the Parking Lease in form and substance satisfactory to Purchaser and Purchaser's lender. The obligations of the Seller and Purchaser under the Parking Lease shall survive Closing.

8. Prohibited Transactions. From and after the date hereof, Seller shall not, and shall not permit any third party under the control of Seller to, without express written consent of Purchaser: (i) enter into any lease, amendment to lease, agreement or grant any rights (including licenses and easements) respecting the Property or any portion thereof; (ii) intentionally create or suffer any right, claim, lien or encumbrance of any kind or nature whatsoever on the Property or any portion thereof; (iii) sell, transfer, convey or encumber or cause to be sold, transferred, conveyed or encumbered, the Property or any part thereof, or alter or amend the zoning classification of the Property (except as requested by Purchaser), or

otherwise perform or permit any act or deed which shall diminish, encumber or affect Purchaser's rights in and to the Property or prevent Seller from performing fully their obligations hereunder; or (iv) add or remove soil from the Property or otherwise dump or abandon any property, materials or chemicals thereon. Seller, at its sole cost and expense, at all times prior to Closing, (a) shall maintain the Property in the same condition as it is as of the executed Agreement date, free from waste and neglect and shall perform or cause to be performed all obligations as the owner of the Property under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives, and (b) shall keep the Property adequately insured and maintain commercial liability insurance in commercially reasonable amounts against all claims for bodily injury, deaths or property damage occurring on or around the Property.

9. Right to Relocate Access and Utility Easement. Upon Closing, Purchaser shall have the right to relocate the 25' Access and Utility Easement located on the Property, or any portion of such 25' Access and Utility Easement, subject to the rights and/or approvals of any existing public utilities with rights in the easement and subject to Purchaser at all times providing access to the parking spaces on the Property during the term of the Parking Lease. The provisions of this Section 9 shall survive Closing.

10. Covenants, Representations and Warranties.

10.1. Seller's Covenants. Seller hereby covenants and agrees that:

Seller shall be responsible for the termination of any leases or options, first rights of refusal and the removal of tenants or other occupants prior to Closing and all such tenant's or other occupants' personal property in accordance with Section 4 above, except with respect to the Parking Lease.

10.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the Agreement period, and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

10.2.2. Seller has no knowledge or information, and has not received any written notice from any governmental authorities or regulatory

agencies, that eminent domain proceedings for the condemnation of the Property are pending or threatened.

10.2.3. Seller has no knowledge or information, and has not received any written notice of pending or threatened investigation, litigation or other proceeding, before a local governmental body or regulatory agency which would materially and adversely affect the Property.

10.2.4. Seller has no knowledge or information, and has not received any written notice from any governmental authority or regulatory agency, that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

10.2.5. No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has no knowledge or information, and has not received written notice, that any such assessments are threatened.

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

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

10.2.8. Neither the Property nor, to the best of Seller's knowledge any real estate adjacent to the Property, is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor to the best of Seller's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate adjacent to the Property or transported any Hazardous Material over the Property. Neither Seller, nor to the best of Seller's knowledge any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and to the best of Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property and to the best of Seller's knowledge no storage tank has been installed on, used on or removed from or used in connection with the Property in violation of any Environmental Laws. To the best of Seller's knowledge, the Property does not consist of any building materials that contain Hazardous Material. For the purposes hereof,

"Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

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

10.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event the purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this Agreement. This Agreement is contingent upon Purchaser obtaining financing sufficient to close within the sixty (60) days allowed in Section 5 of this Purchase and Sale Agreement.

10.3.2. Purchaser further represents that, as of the executed Agreement date, subject to the terms of this Agreement and obtaining all desired approvals, authorization and permits, it intends to develop the Property as a mixed use development with a combination of office space retail and/or residential with required site design throughout per the Central Business District Zone and Design Standards, with such changes and variances as Seller shall reasonably approve.

10.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 10 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

11. Casualty and Condemnation.

11.1. Material Casualty or Condemnation. If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars ($10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, Purchaser may, at its option, terminate this Agreement by providing written notice to Seller within ten (10) days' notice of such event. Notwithstanding anything herein to the contrary, upon such a termination, the Earnest Money shall be returned to Purchaser. If, prior to the closing date, Purchaser does not provide said termination notice within such ten day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds, plus any deductible, or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

11.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 11.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 11.1., Purchaser shall not have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

12. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

13. Miscellaneous.

13.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the Closing.

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

13.3. Default. If Purchaser fails to perform in accordance with this Agreement ("Purchaser's Default"), then upon written notice to Purchaser, the Earnest Money shall be forfeited by Purchaser as liquidated damages as Seller's sole and exclusive remedy and in lieu of any other right or remedy which may be available at law or in equity, and this Agreement shall thereupon terminate. If Seller fails to perform in accordance with this Agreement, then the Earnest Money shall be refunded to Purchaser and Purchaser may pursue legal remedies as provided in Section 12 herein. In addition, the prevailing Party in any suit to enforce this Agreement shall be entitled to collect from the other party the prevailing Party's reasonable attorney fees and costs incurred in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Purchaser or Seller is made a party as a result of any act or omission of the other Party.

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

TO SELLER: City of Richland Attn: Economic Development P.O. Box 190, MS-18 Richland, WA 99352 Phone: (509) 942-7725 FAX: (509) 942-7379	TO PURCHASER: The Crown Group, Inc. 1564 W. Algonquin Road Hoffman Estates, IL 60192 Attn: Mark Lambert Phone: (847) 934-2525 FAX: (348)358-4591 MarkLambert@crowngroup.com With a copy to: The Crown Group, Inc. 1564 W. Algonquin Road Hoffman Estates, IL 60192 Attn: Steven Isaacson, General Counsel Phone: 847-934-2525 x112 FAX: (847) 358-4591 SteveIsaacson@crowngroup.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or three (3) business days after having been mailed as provided above, as the case may be.

13.5. Assignments and Successors. Purchaser may not assign this Agreement without Seller's consent prior to the expiration of the Contingency Period except to an entity owned or controlled by Purchaser or Mark Lambert. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder. Notwithstanding, this Agreement shall inure to the benefit of and shall be binding upon Purchaser and Seller, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives. From and after the expiration of the Contingency Period, Purchaser may assign all of its rights and obligations under this Agreement, in whole or in part, or transfer its interest in the Property to any person(s) or entity, which person(s) or entity shall thereupon have all rights and obligations of Purchaser under this Agreement. From and after the date of any assignment, Purchaser shall have no further obligations under or pursuant to this Agreement.

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

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

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

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

13.10. Marketing Signs. Purchaser shall have the right to place and maintain a marketing sign or signs on the Property commencing with the executed Agreement date, subject to Purchaser obtaining any necessary governmental approvals. Any said marketing signs installed shall be at Purchaser's sole expense. If Purchaser elects to terminate this Agreement, Purchaser shall promptly remove any marketing signs installed on the Property.

13.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

13.12. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

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

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

13.15. Purchaser's 1031 Exchange. Purchaser hereunder may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder, fee title in the Property which is the subject of this Agreement. Purchaser expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualifying Intermediary as provided in IRS Reg. 1.1031(k)-1(g)(4) on or before the Closing date. Seller shall cooperate in effectuating such a transaction provided, however, that said transaction not subject Seller to additional costs or legal liability and does not extend any time periods set forth herein.

13.16. Seller's Deliveries. Within ten (10) business days of the executed Agreement date, Seller will deliver to Purchaser copies of any documents, instruments, reports, studies, drawings or Agreements which Seller has in its possession, if any, including the following (collectively herein called "Seller's Deliveries"):

13.16.1. existing environmental assessment reports and soil reports;

13.16.2. leases and all amendments and assignments thereto;

13.16.3. reports and letters from engineers and others relating to the physical condition of the Property, aerial photos and site plans;

13.16.4. the most recent tax bill pertaining to the Property;

13.16.5. existing survey and title work, including legible copies of all title documents;

13.16.6. agreements pertaining to the Property; and

13.16.7. existing appraisals.

13.17. Option to Repurchase. This Property is being sold to Purchaser in anticipation of a commercial building(s) with approximately 28,000 square feet of gross building area. If Purchaser fails to submit an application to Seller for approval of building plans for at least one building within three (3) months of Closing, the Seller reserves the right to repurchase title to this Property. If Purchaser does not initiate construction within six (6) months of Closing on at least one building on the Property, Seller reserves the right to repurchase title to this Property. As used herein, "initiate construction" shall mean commencement of installation of underground utilities. The Seller shall repurchase this Property by giving Purchaser not less than 30 days' notice after such three (3) month or six (6) month periods, as may be applicable, and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars ($801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be re-adjusted based on $7.00 per square foot of the property legally described

on Exhibit A as determined by survey, less three hundred thousand and 00/100 dollars ($300,000.00), (of which $75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), (the net amount thereof being the "Purchase Price"), without interest. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives twelve (12) months after Closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right.

14. Entire Agreement. This Agreement, including any rider or amendment(s) and the exhibits attached hereto, set forth all the covenants, promises, agreements, conditions and understandings between Purchaser and Seller concerning the Property, and there are no covenants, promises, agreements, conditions of understandings, either oral or written, between the Parties other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by both Purchaser and Seller.

15. Non-Waiver. Failure of Seller or Purchaser to insist upon strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not be nor be construed as a waiver or relinquishment of Seller's or Purchaser's right to thereafter enforce any such term, covenant, agreement or condition, and the same shall continue in full force and effect.

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

17. Time Computation. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or such legal holiday.

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

CITY OF RICHLAND - SELLER

By: Cynthia D. Johnson Date
Its: City Manager

THE CROWN GROUP, INC. - PURCHASER

By: Mark Lambert Date
Its: President

APPROVED AS TO FORM:

By: Heather Kintzley Date
Its: City Attorney

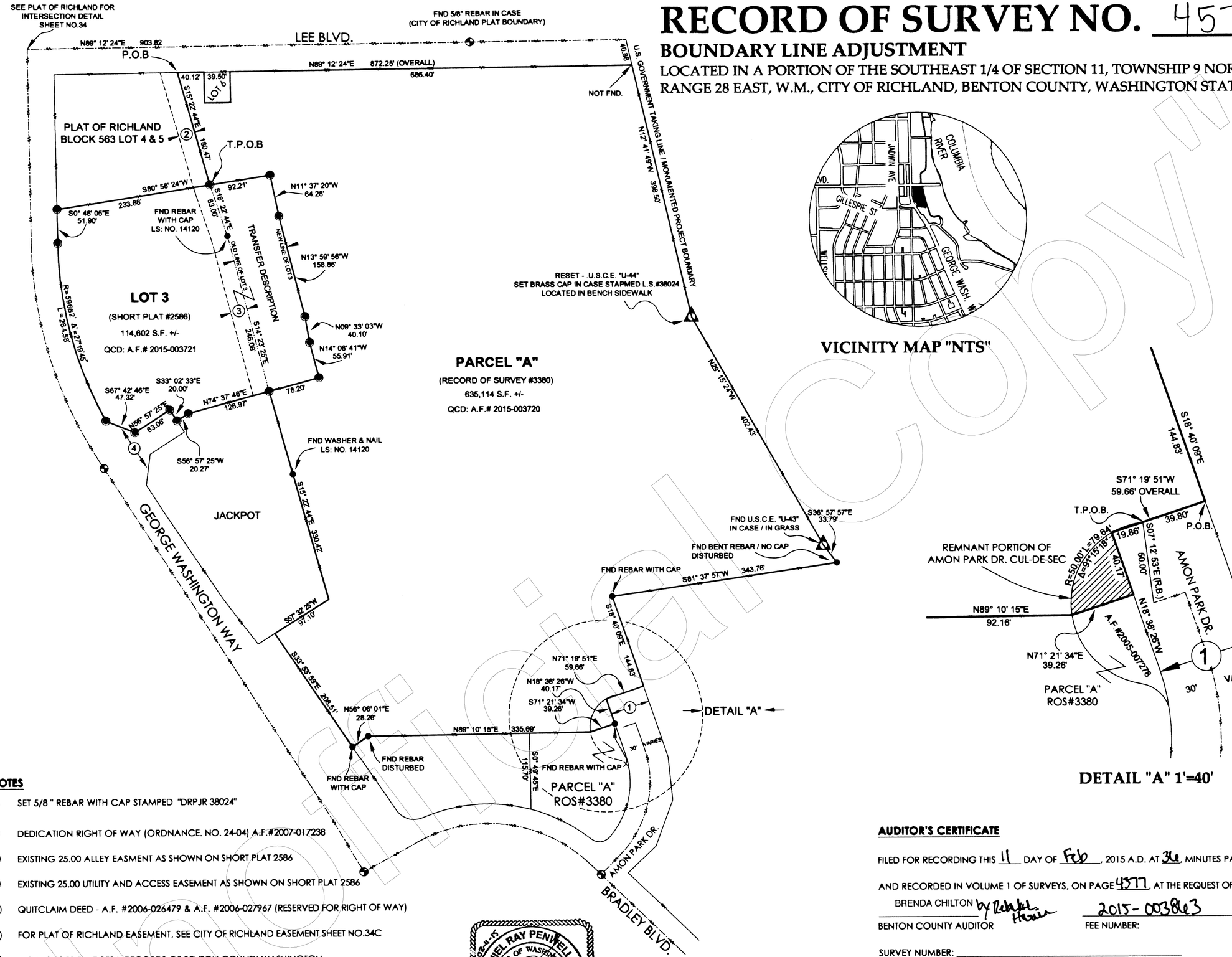
EXHIBIT A
LEGAL DESCRIPTION

Lot 3 of Short Plat #2586

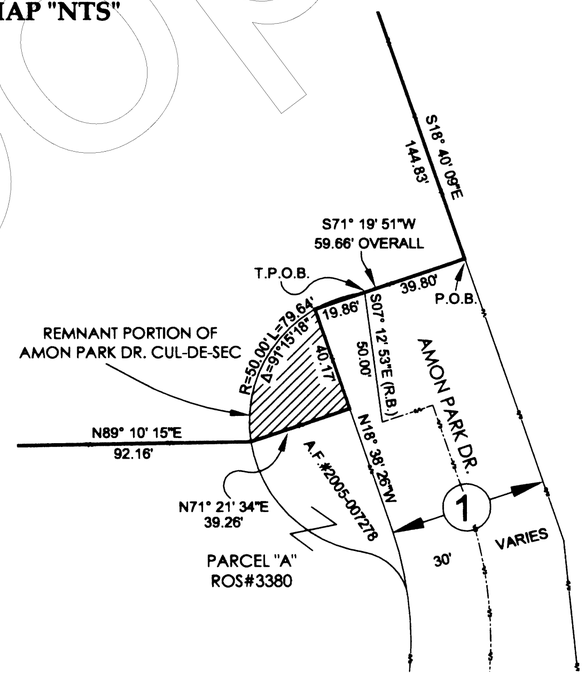
RECORD OF SURVEY NO. 4577

BOUNDARY LINE ADJUSTMENT

LOCATED IN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON STATE



VICINITY MAP "NTS"



DETAIL "A" 1'=40'

NOTES

- ◉ SET 5/8 " REBAR WITH CAP STAMPED "DRPJR 38024"
- ① DEDICATION RIGHT OF WAY (ORDNANCE. NO. 24-04) A.F.#2007-017238
- ② EXISTING 25.00 ALLEY EASMENT AS SHOWN ON SHORT PLAT 2586
- ③ EXISTING 25.00 UTILITY AND ACCESS EASEMENT AS SHOWN ON SHORT PLAT 2586
- ④ QUITCLAIM DEED - A.F. #2006-026479 & A.F. #2006-027967 (RESERVED FOR RIGHT OF WAY)
- ⑤ FOR PLAT OF RICHLAND EASEMENT, SEE CITY OF RICHLAND EASEMENT SHEET NO.34C
- ⑥ B.O.B. SHORT PLAT 2586, RECORDS OF BENTON COUNTY WASHINGTON

SURVEYOR'S CERTIFICATE

I, DANIEL RAY PENWELL JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON REG. NO. 38024, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AND THAT ALL BEARINGS, DISTANCES AND CALLS ARE CORRECT AND THAT ALL PARCEL CORNERS ARE STAKED ON THE GROUND AS SHOWN HEREON.

02-4-15

DANIEL RAY PENWELL JR. STATE OF WASHINGTON 38024 REGISTERED PROFESSIONAL LAND SURVEYOR

AUDITOR'S CERTIFICATE

FILED FOR RECORDING THIS 11 DAY OF Feb, 2015 A.D. AT 36 MINUTES PAST 1 P.M.,

AND RECORDED IN VOLUME 1 OF SURVEYS, ON PAGE 4577, AT THE REQUEST OF THE CITY OF RICHLAND

BRENDA CHILTON by Rebekah Hansen — 2015-003863

BENTON COUNTY AUDITOR — FEE NUMBER:

SURVEY NUMBER: _____

Richland Washington

CITY OF RICHLAND

840 NORTHGATE DRIVE
RICHLAND, WA. 99352
OFFICE (509) 942-7512
FAX (509) 627-2994

N

CLIENT: Economic Development Department		
PROJECT: Crehst Museum Site		
DRAWN BY: b.lopez	CHECKED BY: DRPJR	
SCALE: 1"=100'	DATE: 02-11-15	PAGE 1/2

2015-003863 B: 01 P: 4577 SUR
02/11/2015 09:36:30 AM Pages 2 Fee $143.00
Auditors Office
Benton County Benton County Auditor's Office

Unofficial Copy

RECORD OF SURVEY NO. 4577

BOUNDARY LINE ADJUSTMENT

LOCATED IN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON STATE

LOT 3 - EXISTING DESCRIPTION

A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington. Described as follows;

Lot 3 of Short Plat 2586 as recorded in Volume 1 of Short Plats on Page 2586, Records of Benton County, Washington.

Less: Quitclaim Deed Auditor File No. 2006-026479 (Reserved for the dedication of Right of Way)

Containing 87,872 S.F.+/-

PARCEL "A" - EXISTING DESCRIPTION

A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington. Described as follows;

Parcel "A" of Record of Survey 3050 as recorded in Volume1of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington. (Formerly Lot 4 of Short Plat 2586 records of said County and State.)

Less: Dedication of Right-of-Way "Ordinance No. 24-02" Auditor File No. 2007-017238

Less: Quitclaim Deed Auditor File #2002-023201 (Portion of Lot 4 of Short Plat 2586 to Lot 1 of Short Plat 2265 "Parcel B")

Containing 660,713 S.F. +/-

TRANSFER DESCRIPTION - PORTION OF PARCEL "A" TO LOT 3

A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.

Parcel "A" of Record of Survey 3050 as recorded in Volume1of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington. (Formerly Lot 4 of Short Plat 2586 records of said County and State.) More particularly described as follows;

Beginning at the Northwest corner of said Parcel "A" of said Record of Survey 3050 (Formerly Lot 4 of Short Plat 2586); Thence South 15°22'44" East a distance of 180.47 along the West line of said Parcel "A" to the Northeast corner of Lot 3 of said Short Plat 2586, records of said County and State, said point is the **True Point of Beginning.** Thence continuing along said West line (common with the East line of said Lot 3) South 18°22'44" East a distance of 83.00 feet; Thence continuing along said West line (common with the East line of said Lot 3) South 14°23'25" East a distance of 246.08 feet to the Southeast corner of said Lot 3; Thence leaving said West line and said Southeast corner along a projection of the South line of said Lot 3 North 74°37'46" East a distance of 78.20 feet; Thence North 14°06'41" West a distance of 55.91 feet; Thence North 09°33'03" West a distance of 40.10 feet; Thence North 13°59'56" West a distance of 158.86 feet; Thence North 11°37'20" West a distance of 64.28 feet to a point that intersects a projection of the North line of said Lot 3 ; Thence South 80°58'24" West a distance of 92.21 feet along said projection back to the True Point of Beginning.

Containing 26,731 S.F.+/-

TRANSFER DESCRIPTION- REMNANT PORTION OF AMON PARK DR. CUL-DE-SAC TO PARCEL "A"

Intent - The land described is a remaining portion of Amon Park Dr. cul-de-sac. This remnant piece of property will be incorporate into Lot 4/Parcel "A"

A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.

A portion of Amon Park Dr. cul-de-sac, as shown on Short Plat 2586 and Record of Survey 3380. And 3050

Beginning at the most Northeast corner of Amon Park Dr. as described in right-of-way dedication Ordinance 24-04 (Auditor File No. 2007-017238); Thence South 71°19'51" West a distance of 39.80 feet along the Northerly right-of-way of said Amon Park Dr. to a point on a non-tangent curve and the **True Point of Beginning** , said curve has a radial bearing of South 07°12'53" East and a radius of 50.00 feet. Thence Southwesterly 79.64 feet along said curve, through a central angle of 91°15'18" to a point on the North line of Parcel "A" of Record of Survey 3380 and described in Quit Claim Deed Auditor File No. 2002-023200, records of said County and State; Thence North 71°21'34" East along the Northerly line of said Parcel "A" a distance of 39.26 feet to a point on the Westerly right-of-way of said Amon Park Dr. (Ordinance 24-04); Thence North 18°38'26" West along said Westerly right-of-way a distance of 40.17 feet to the most Northwest corner of said Amon Park Dr; Thence North 71°19'51" East a distance of 19.86 feet along said Northerly right-of-way back to the True Point of Beginning.

Containing 1,131 S.F. +/-

AUDITOR'S CERTIFICATE

FILED FOR RECORDING THIS 11 DAY OF Feb, 2015 A.D. AT 30 MINUTES PAST 1 P.M.,

AND RECORDED IN VOLUME 1 OF SURVEYS, ON PAGE 4577, AT THE REQUEST OF THE CITY OF RICHLAND

BRENDA CHILTON by Robert Harris — 2015-003863

BENTON COUNTY AUDITOR — FEE NUMBER:

SURVEY NUMBER: _____

SURVEYOR'S CERTIFICATE

I, DANIEL RAY PENWELL JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON REG. NO. 38024, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AND THAT ALL BEARINGS, DISTANCES AND CALLS ARE CORRECT AND THAT ALL PARCEL CORNERS ARE STAKED ON THE GROUND AS SHOWN HEREON.

2-11-15

DANIEL RAY PENWELL JR. STATE OF WASHINGTON 38024 REGISTERED PROFESSIONAL LAND SURVEYOR

LOT 3 - ADJUSTED DESCRIPTION

A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington. Described as follows;

Lot 3 of Short Plat 2586 as recorded in Volume 1 of Short Plats on Page 2586, Records of Benton County, Washington.

Less: Quitclaim Deed Auditor File No. 2006-026479 (Reserved for the dedication of Right of Way)

Together with: A portion of Parcel "A" of Record of Survey 3050 as recorded in Volume1of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington. (Formerly Lot 4 of Short Plat 2586 records of said County and State.) More particularly described as follows;

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Containing 114,602 S.F.+/-

QUIT CLAIM DEED: AUDITOR FILE #2015-003721

PARCEL "A" - ADJUSTED DESCRIPTION

A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington. Described as follows;

Parcel "A" of Record of Survey 3050 as recorded in Volume1of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington. (Formerly Lot 4 of Short Plat 2586 records of said County and State.)

Less: Dedication of Right-of-Way "Ordinance No. 24-02" Auditor File No. 2007-017238

Less: Quitclaim Deed Auditor File #2002-023201 (Portion of Lot 4 of Short Plat 2586 to Lot 1 of Short Plat 2265 "Parcel B")

Less: A portion of Parcel "A" of Record of Survey 3050 as recorded in Volume1of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington. (Formerly Lot 4 of Short Plat 2586 records of said County and State.) More particularly described as follows;

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Together With: A portion of the Southeast ¼ of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.

A portion of Amon Park Dr. cul-de-sac, as shown on Short Plat 2586 and Record of Survey 3380. And 3050

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Containing 635,114 S.F.+/-

QUIT CLAIM DEED: AUDITOR FILE #2015-003720

CITY OF RICHLAND 840 NORTHGATE DRIVE RICHLAND, WA. 99352 OFFICE (509) 942-7512 FAX (509) 627-2994	CLIENT: Economic Development Department	
	PROJECT: Crehst Museum Site	
	DRAWN BY: b.lopez	CHECKED BY: DRPJR
	SCALE: 1"=100'	DATE: 02-11-15 PAGE 2/2

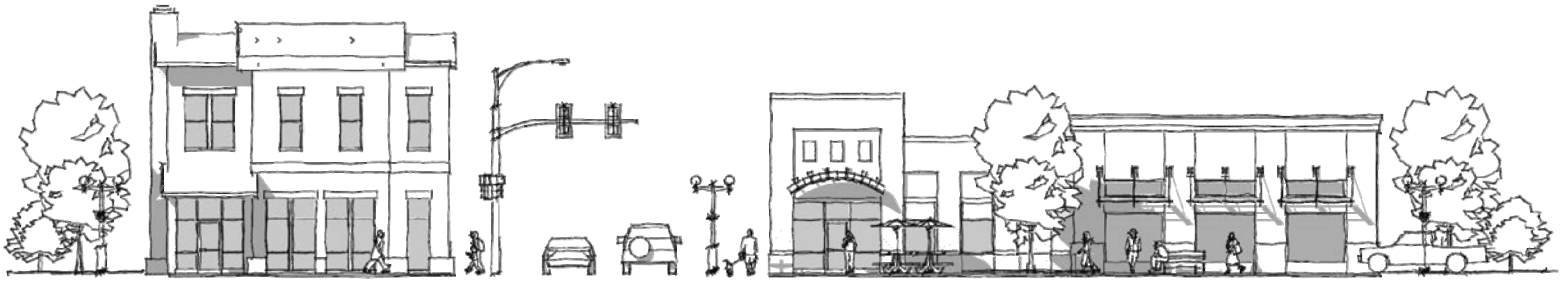
2015-003863 B: 01 P: 4577 SUR
02/11/2015 01:36 30 PM pages 2 Fee $143.00
Benton County Auditor's Office

unofficial

EXHIBIT B
CENTRAL BUSINESS DISTRICT ZONE AND DESIGN STANDARDS

CENTRAL BUSINESS DISTRICT DESIGN STANDARDS

CITY OF RICHLAND, WA



Richland 50 1958 - 2008

ARCHIBALD • LITTLE • DILLMAN
ARCHITECTS, P.S.

INTRODUCTION

The purpose of this design manual is to provide examples of how development is to occur in the Central Business District (CBD) by illustrating the pattern and appearance of the built environment. The illustrations are meant to serve as examples only and are not the literal standards. Design styles and techniques that fulfill the intent of RMC 23.22 but are not illustrated in this manual are encouraged.

TABLE OF CONTENTS

OVERLAY DISTRICTS 1

SITE PLANNING DIAGRAM 2

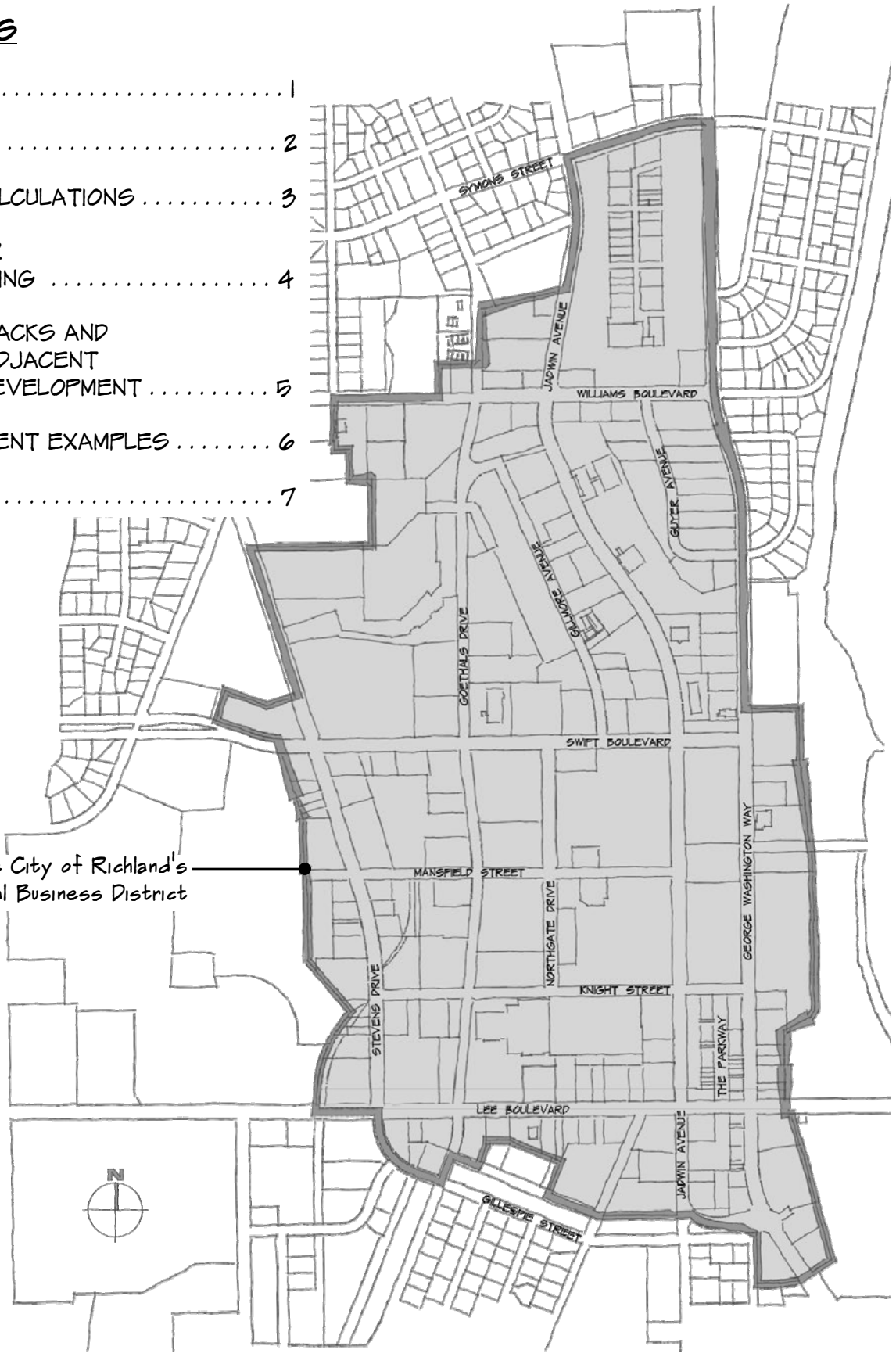
OFF-STREET PARKING CALCULATIONS 3

SCREENING OPTIONS FOR OFF-STREET PARKING 4

SIDE & REAR YARD SETBACKS AND BUILDING HEIGHT ADJACENT TO RESIDENTIAL DEVELOPMENT 5

ARCHITECTURAL TREATMENT EXAMPLES 6

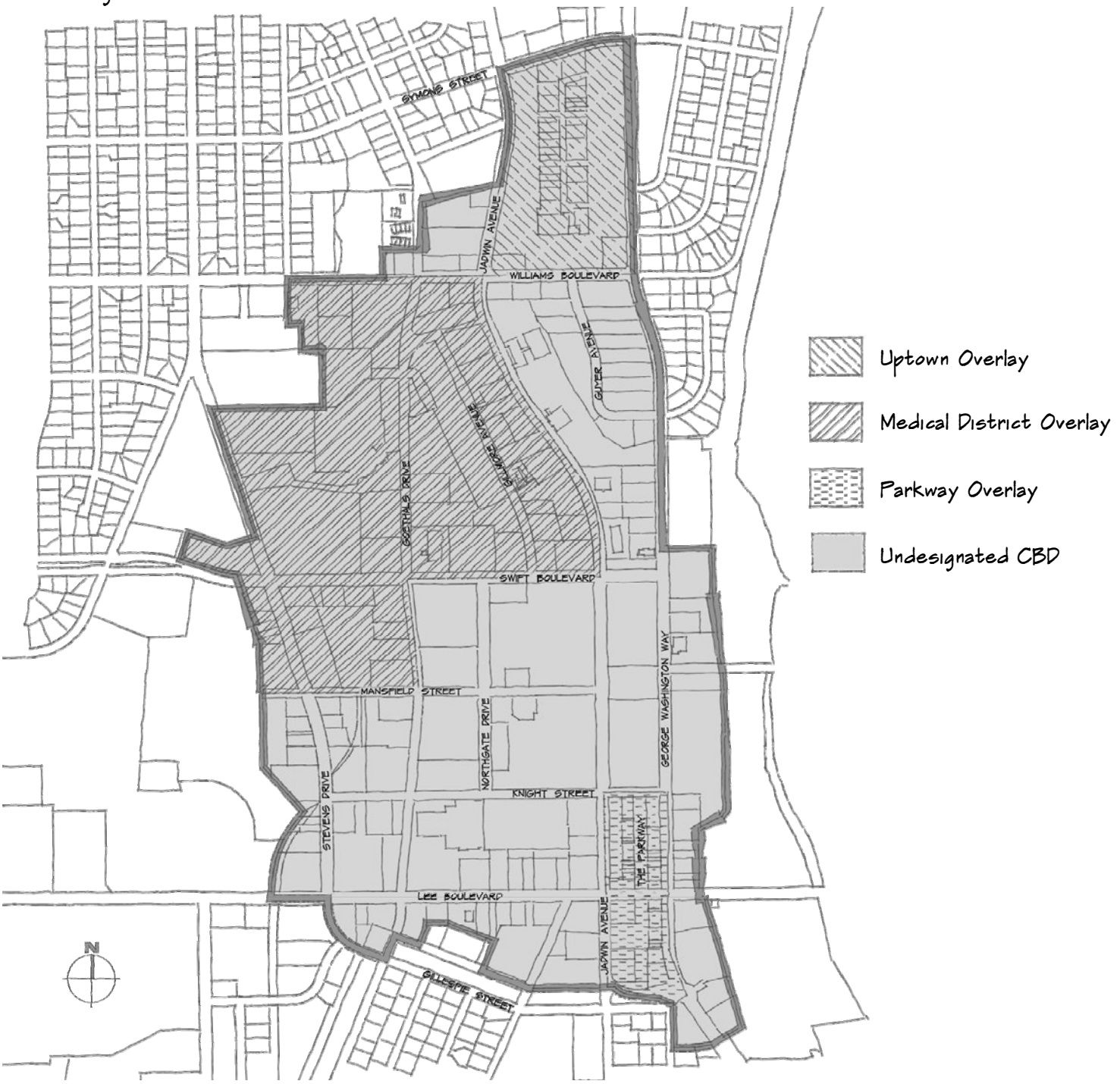
ILLUSTRATED GLOSSARY 7



The City of Richland's Central Business District

OVERLAY DISTRICTS

Certain neighborhoods are designated with overlay districts. Each district carries unique building height and setback standards.



DESIGNATION	MAXIMUM BUILDING HEIGHT*	MINIMUM BUILDING SETBACK**	MAXIMUM BUILDING SETBACK
Uptown	50'	0'	20'
Medical District	140'	0'	n/a
Parkway	50'	0'	20'
Undesignated CBD	100'	0'	20'

* See exceptions in RMC 23.38.080-090.

** See limitation in RMC 23.22.040, footnote 6(A) and page 5 of this manual.

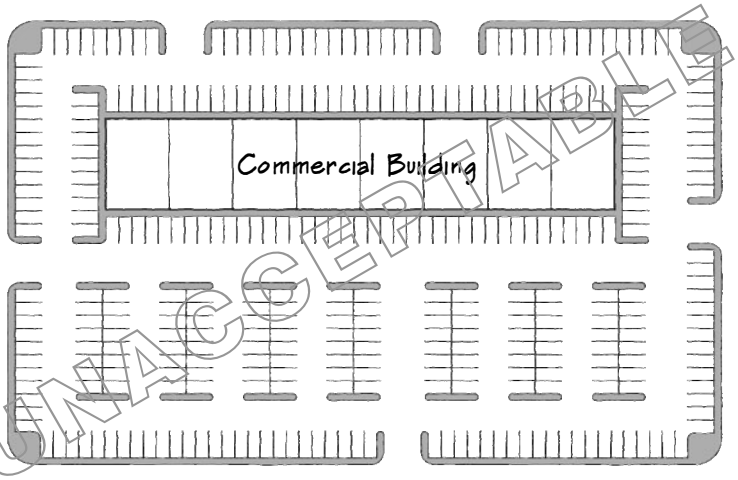
SITE PLANNING DIAGRAMS

The Central Business District is expected to redevelop over time. Careful planning can help ensure that development of individual sites is coordinated with neighboring properties, and is contributing to the revitalization of the city.

Objectives:

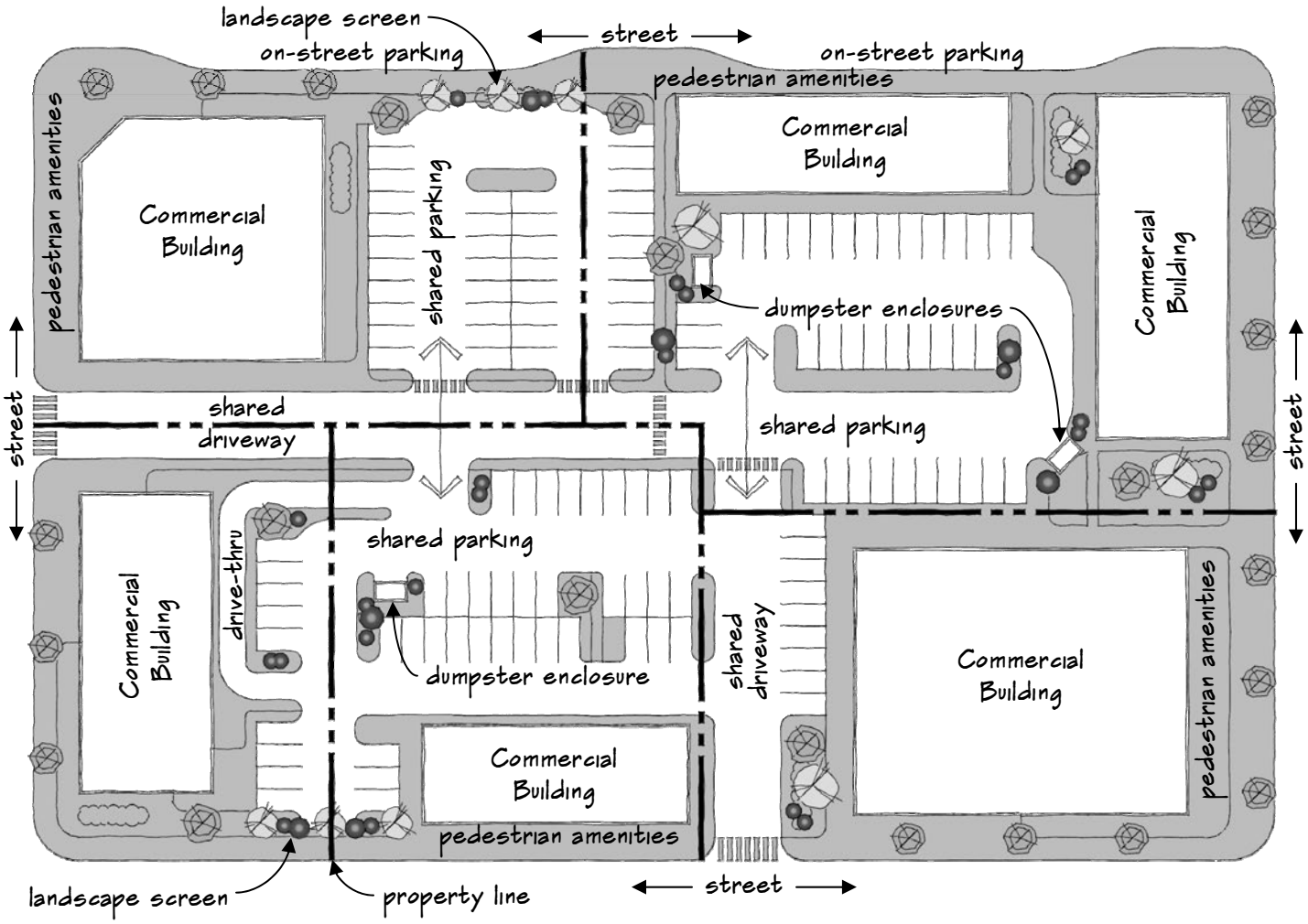
* Create pedestrian-oriented sites
* Minimize the need for off-street parking
* Utilize shared-lot and on-street parking
* Encourage mixed use
* Enhance the street edge by locating buildings closer to the street
* Improve the urban environment by placing parking to side and rear of developments
* Encourage compact development patterns
* Orient buildings to the fronting street

SITE PLANNING DIAGRAM (UNACCEPTABLE)



* Suburban style strip commercial development is not appropriate for Richland's Central Business District

SITE PLANNING DIAGRAM (ACCEPTABLE)



OFF-STREET PARKING CALCULATIONS

The City recognizes certain on-street parking and public parking lots as resources that can be used to implement local urban design objectives.

Instructions to calculate off-street parking reductions:

Step 1. ⊢⊣ Count existing on-street parking spaces within 600 ft of property boundaries (refer to RMC 23.54.120 for parking space dimensions)

Step 2. ▨ Count existing off-street City owned public parking spaces within 600 ft of property boundaries and within the Central Business District (i.e. southwest corner of Lee Blvd. & Jadwin Ave.)

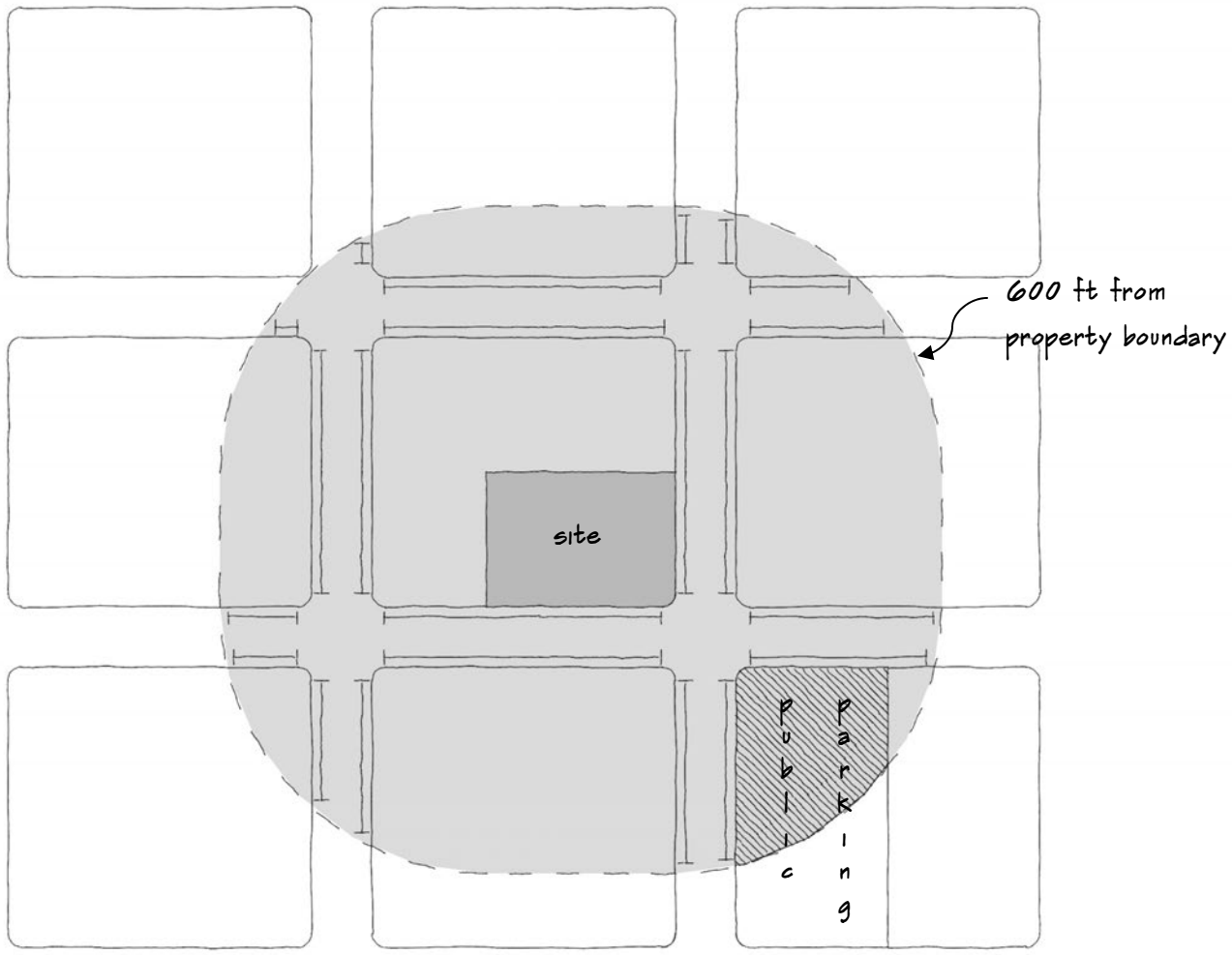
Step 3. Add steps 1 & 2 together and multiply by 0.25

Step 4. Calculate code required off-street parking per RMC 23.54.020

Step 5. Consider additional off-street parking reductions allowed via RMC 23.54.080

Formula: (step 4) - (step 3) - (step 5) = required off-street parking*

* The allowed combined reduction in required off-street parking shall not exceed 50% of the overall off-street parking requirement.
* The maximum number of parking spaces provided on-site shall not exceed 125% of the minimum



SCREENING OPTIONS FOR OFF-STREET PARKING

Parking lots should not be a dominant visual element and must be screened from view.

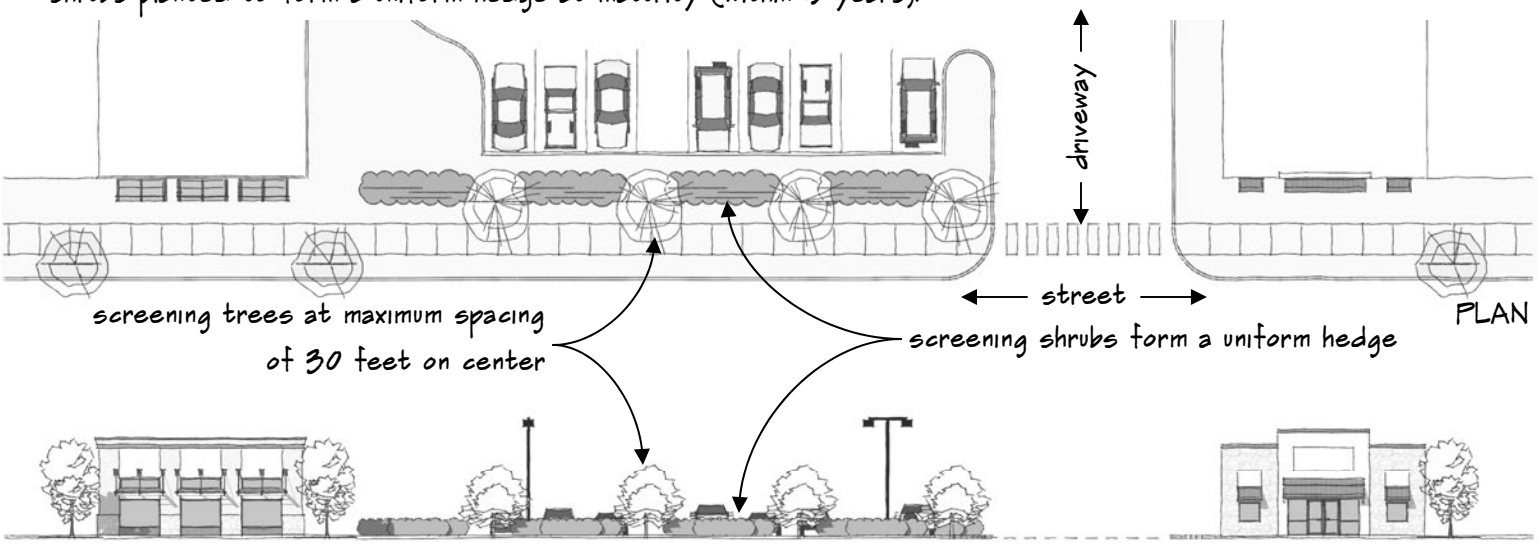
Objectives:

* Reduce the negative visual impact of parking lots and cars
* Reinforce circulation routes for pedestrians
* Create a visual barrier between different types of uses

unscreened parking lot with frontage on a public street

ELEVATION

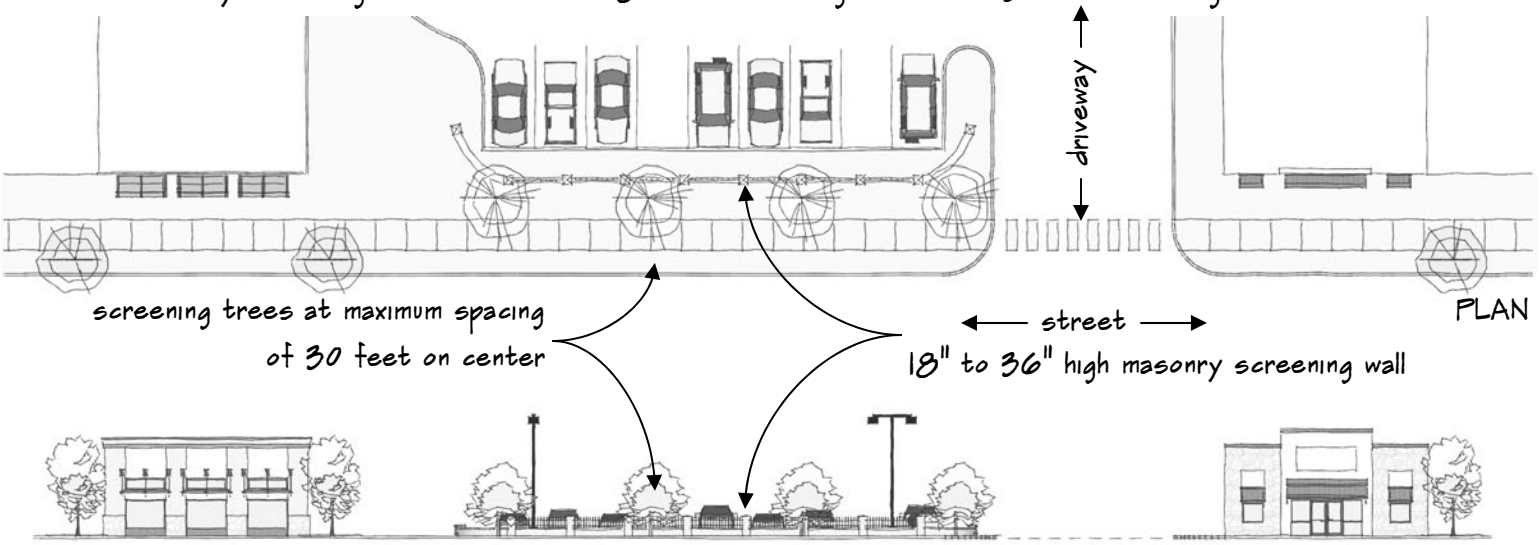
ACCEPTABLE OPTION 1 - TREES & SHRUBS: Plant trees at maximum spacing of 30 feet on center with shrubs planted to form a uniform hedge at maturity (within 5 years).



PLAN

ELEVATION

ACCEPTABLE OPTION 2 - TREES & MASONRY: Plant trees at maximum spacing of 30 feet on center with a masonry screening wall not less than 18 inches and no greater than 36 inches in height.

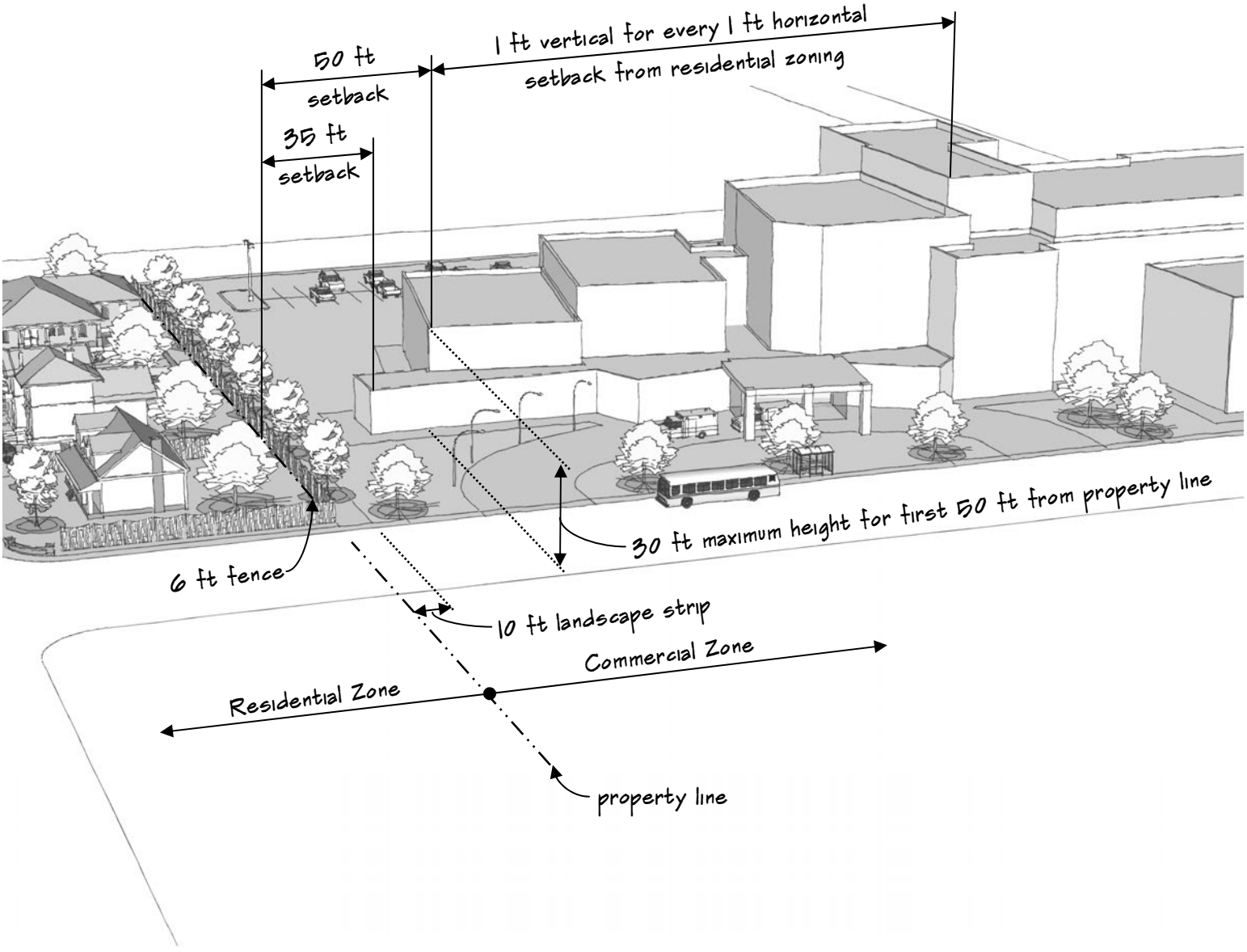


PLAN

ELEVATION

SIDE & REAR YARD SETBACKS AND BUILDING HEIGHT ADJACENT TO SINGLE-FAMILY RESIDENTIAL ZONES

Special setback and building height standards apply in certain cases to minimize the impact of commercial development on existing developed single-family homes.

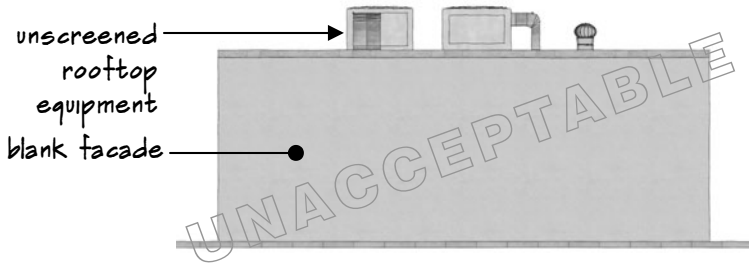


ARCHITECTURAL TREATMENT EXAMPLES

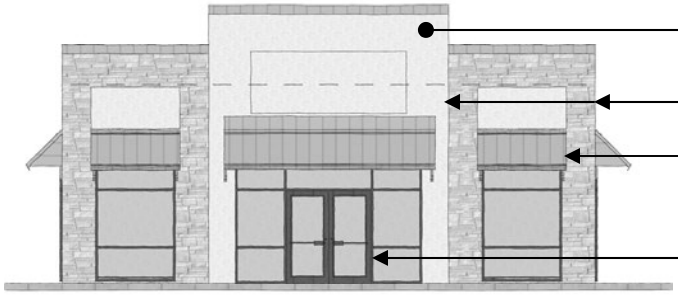
These figures demonstrate various techniques to achieve the necessary design standards. This is not intended to be a style guide or represent an exhaustive list of options. Building designers are encouraged to use their own skills and creativity to implement the standards found in RMC 23.22.020.

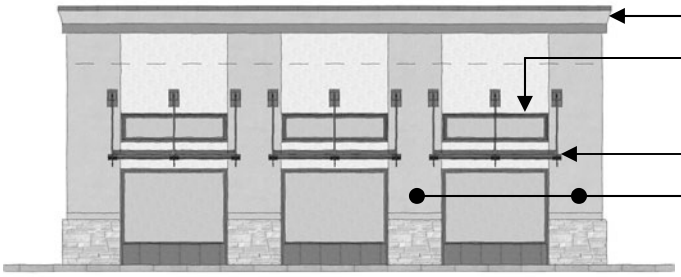
Objectives:

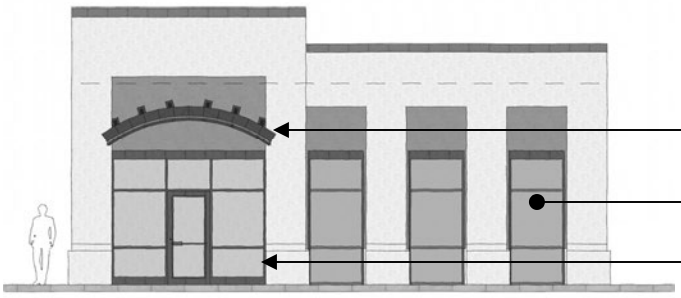
* Improve pedestrian environment
* Create individual identity of buildings
* Improve visual character
* Encourage design flexibility
* Support mixed-use development



ACCEPTABLE EXAMPLES

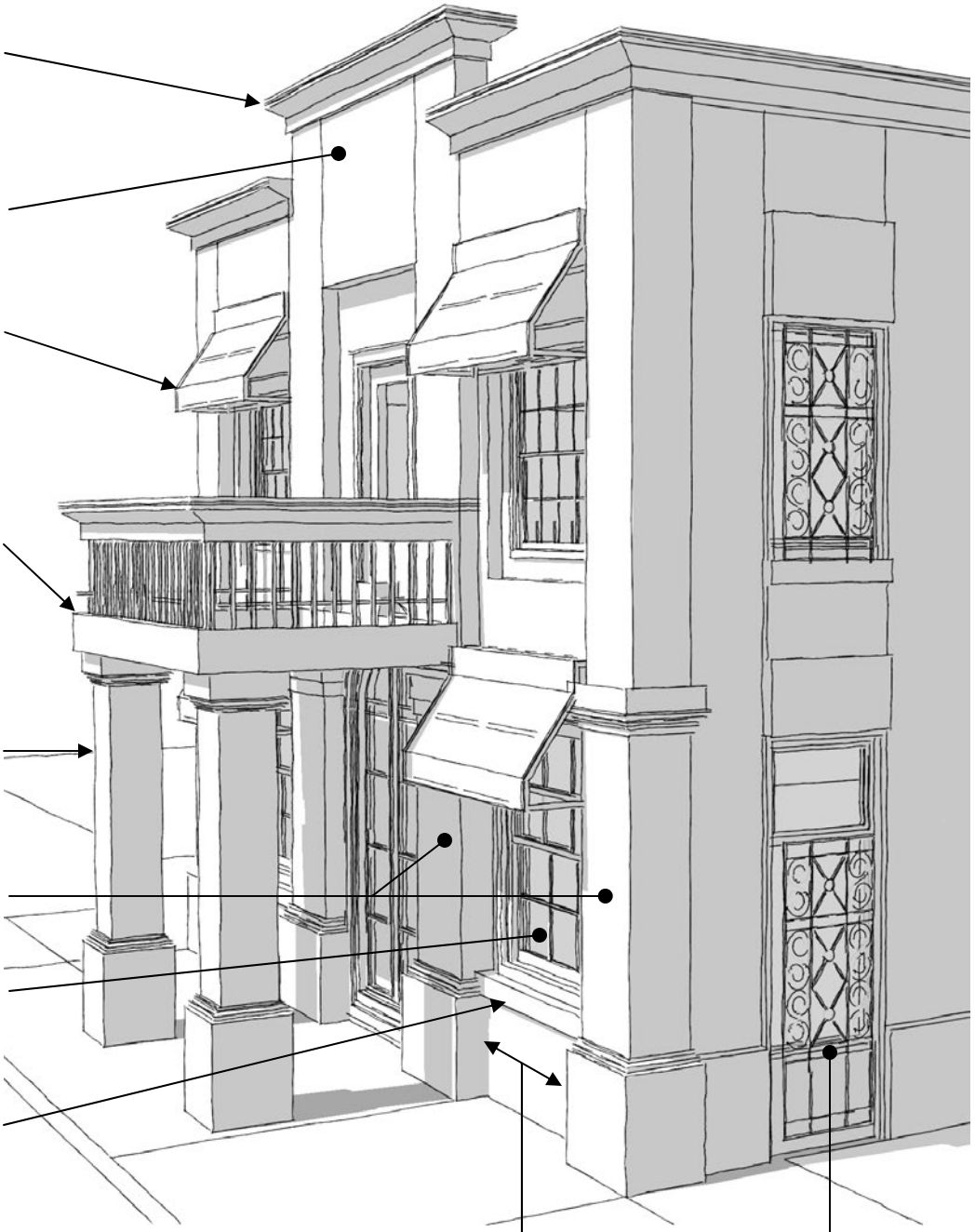






ILLUSTRATED GLOSSARY

Architectural terms used in the municipal code are illustrated below.



Cornice: exterior ornamental trim that crowns a roof or parapet

Parapet: the extension of a wall above roof level

Awning: a covering that protects a door or window from rain and sun

Balcony: a platform that protrudes from a building that is usually cantilevered or supported from below and protected with a railing

Column: a supporting pillar

Pilasters: columns built within a wall that usually project from the wall

Fenestration: the layout and design of windows in a building

Sill: the horizontal member at the bottom of a window or door frame

Bay: the space between two adjacent pilasters or columns

Decorative Grille: any grating or openwork designed to cover an opening for concealment

COMMUNITY SHOPPING CENTER DIAGRAM (ACCEPTABLE)

Large "big box" retailers, supermarkets, and other similar uses present special site design challenges. These retail uses on a single floor, and 40,000 square feet or larger are not subject to the maximum setback requirements.

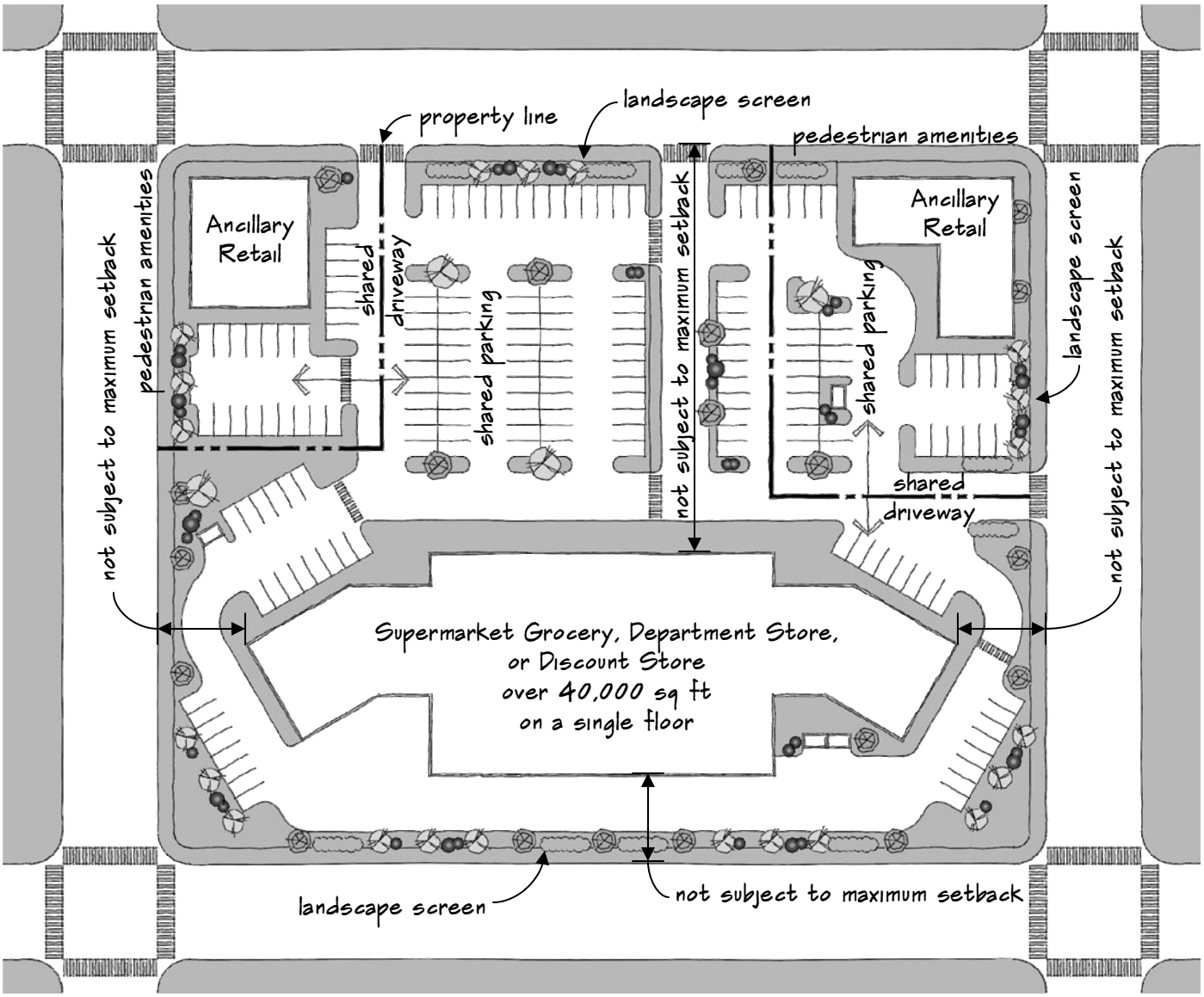


EXHIBIT C
CONTINGENCY PERIOD EXPENDITURES

1st 3 Months	Preliminary Planning and Public Market Feasibility	$10,000.00
	Retail Marketing	$2,500.00
	Legal	$2,500.00
	Total	$15,000.00
2nd 3 Months	Preliminary Engineering of Site	$10,000.00
	Refined Planning of Office Building	$10,000.00
	Soils Test	$7,000.00
	Phase I	$3,000.00
	Retail Marketing	$2,500.00
	Legal	$2,500.00
	Total	$35,000.00
3rd 3 Months	Office Building Plans	$25,000.00
	Refined Engineering Plans	$10,000.00
	Financing Costs	$5,000.00
	Retail Marketing	$2,500.00
	Legal	$2,500.00
	Total	$45,000.00
4th 3 Months	Office Building Plans	$25,000.00
	Engineering Plans	$15,000.00
	Appraisal	$3,000.00
	Financing Costs	$15,000.00
	Retail Marketing	$2,500.00
	Legal	$5,000.00
	Total	$65,500.00

EXHIBIT D

CONCEPTUAL SITE PLAN

BASIC PLANNING

the retail buildings in this plan are configured to provide maximum density along the GWWay frontage as well as shared space for activities such as outdoor dining patios. The office building is located centrally along the eastern (park) frontage to take better advantage of the retainage as exists for the former CREHST Building as well as to provide ample space for an embellished park access space in the southeast corner of the site.

PARKING

as shown, this plan provides approximately 153 standard stalls on the 650 GWWay Site and an additional 15 stalls on the adjacent parcel, allowing for some reciprocal parking per the City's pre-existing parking agreements.

The on-site parking stalls, allowing for some reduction in the total count to accommodate accessible parking requirements, motorcycle parking requirements, and service items, will support the current building program at a ratio slightly more than 4 parking stalls per 1000 rentable square feet.

PRELIMINARY CONCEPT PLANNING : BASIC SITE PLANNING AERIAL VIEW

1 | 10.15.2014

tva architects incorporated

THE CROWN GROUP : RICHLAND WASHINGTON

PARKSIDE MIXED USE

EXHIBIT E
PARKING LEASE

LEASE AGREEMENT

THIS LEASE made this 8th day of April, 2004, by and between the **CITY OF RICHLAND**, a municipal corporation, hereinafter referred to as "Lessor", and **CHARLES JOSEPH FRENZEL**, a single person, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Lessee operates commercial facilities on real property owned by Lessee (Lots 4 and 5, Block 563, Plat of Richland); and

WHEREAS, Lessor is the owner of a parking lot (a portion of Lot 3, Block 563, Plat of Richland) located adjacent to and west of the property owned by Lessee as shown on Exhibit "A" attached hereto; and

WHEREAS, the parking lot owned by Lessor is primarily used during evenings and weekends for users of adjacent park facilities (Howard Amon Park) and the parking for the Lessee's commercial uses would be primarily during the daytime on weekdays; and

WHEREAS, Lessee has offered to lease from Lessor additional off-street parking spaces required by Lessee for the commercial use of Lessee's property; NOW THEREFORE,

It is mutually agreed by and between the parties hereto as follows:

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, subject to the terms, conditions and covenants hereinafter set forth, the non-exclusive use of twenty-six (26) parking spaces on the parking lot shown on Exhibit "A" attached hereto (hereinafter "Premises") owned by Lessor located on a portion of Lot 3, Block

563, Plat of Richland, according to the Plat thereof recorded in volumes 6 and 7 of Plats, records of Benton County, Washington.

It is understood and agreed that such number of parking spaces are accepted and recognized by the City of Richland as being available to Lessee in determining Lessee's compliance with the requirements of the Richland Municipal Code for off-street parking and in determining Lessee's qualifications thereunder for a building permit or permits for and in connection with the construction or alteration of buildings and structures on said Lots 4 and 5.

2. The Premises are to be used by Lessee solely for the purpose of parking motor vehicles during normal business hours of the commercial uses now or hereafter located on Lots 4 and 5, Block 563, Plat of Richland.

3. For the non-exclusive use of the Premises as hereabove set forth Lessee covenants and agrees to pay an annual rent in an amount determined in accordance with Paragraph 4 hereof, which rent shall be payable on the annual anniversary date of the execution of this Lease; provided, that Lessee shall be credited with the amount of any lump sum or annual payment made by Lessee to Lessor for or on account of any Local Improvement District special assessment levied against Lots 4 and 5, Block 563, Plat of Richland for the improvement of the Premises under any Local Improvement District which may now or hereafter be formed for the purpose of such improvement.

In the event that the amount of any such Local Improvement District special assessment payment made in any annual period is less than the established annual rental payment for such period, the amount of the annual rent less the amount of the assessment payment shall be due and owing on the annual anniversary date hereof.

In the event that the amount of any such Local Improvement District special assessment payment made in any annual period is greater than the established annual rental payment for such period, the amount of the excess shall be carried over and credited against the annual rental payment payable in the next and succeeding annual periods; provided, that in the event of termination of this Lease the amount of any such excess then paid shall remain the property of the Lessor and Lessor shall have no obligation to reimburse Lessee in such or any amount, nor shall Lessee be relieved of any obligation to pay any Local Improvement District assessments which shall then or thereafter be or become due and payable.

4. The annual rent shall be the sum of $2,420.94. The annual rent for each succeeding five year term of this Lease shall be in an amount which shall be mutually agreed upon by the parties, but not less than an increase of seven and one-half percent (7 ½%) of the annual rent due during the previous five year period.

5. This Lease shall be in effect for a period of five (5) years from the date hereinabove set forth and may be renewed by Lessee for successive year periods not exceeding a total term of twenty (20) years by giving notice of intent to renew not less than sixty (60) days prior to the end of any five year period subject to adjustment of the annual rent as provided in paragraph 4, above.

6. Lessee agrees to protect and save Lessor harmless from all claims, actions, suits, liability, loss, costs, expenses or damage of any kind or description which may accrue to or be suffered by any person or persons by reason of Lessee's use or occupancy of the Premises as provided herein, except such as may be caused by the sole fault or negligence of Lessor; and in case any action or suit shall be brought

against the City for damage arising out of or by reason of such use or occupancy as hereinabove provided, Lessee further agrees upon notice of commencement of said action or suit to defend the same at Lessee's sole cost and expense; and in case judgment is rendered against the City in any such suit or action, Lessee agrees to fully satisfy such judgment within thirty days after such action or suit shall have been finally determined.

7. It is understood and agreed that the Premises shall be kept and maintained by Lessor as and for a parking lot containing not less than twenty-six parking spaces during the entire term of this Lease or any renewal or extension thereof. Lessor shall be solely responsible for the maintenance, alteration and repair of the Premises and for the cost and expense thereof except that it is expressly understood and agreed that the entire cost and expense of improving the Premises under and pursuant to Local Improvement District procedures shall be assessed and levied upon Lots 4 and 5 of Block 563, Plat of Richland, and paid by the owner of said property as hereinabove contemplated.

8. Lessee shall not assign, mortgage or pledge this Lease, or any right or interest in the whole or any part of the Premises, without the express prior consent of Lessor, which consent shall not unreasonably be withheld, except that it is expressly understood and agreed that Lessee and any person occupying, employed at, or patronizing any business or commercial enterprise located on the Lots 4 and 5, Block 563, Plat of Richland, shall have and may be advised of the right to non-exclusive use of the Premises for the purpose of parking motor vehicles during normal business hours as provided for in Paragraph 2 of this Lease.

9. Upon the occurrence of either of the following events:

(1) If Lessee should make other arrangements for parking which meet the requirements of the Richland Municipal Code for off-street parking; or

(2) If the requirements of the Richland Municipal Code for off-street parking are amended so that other parking facilities owned or leased by Lessee are adequate to meet such requirements;

Lessee shall have the right to terminate this Lease as of any annual anniversary date during the term, or any renewed or extended term hereof, by giving written notice to Lessor not less than ninety (90) days prior to such annual anniversary date; provided that such termination shall not terminate or relieve any obligation to pay any Local Improvement District special assessment which shall then or thereafter be or become due and payable.

10. This Lease may be terminated by Lessor for any default by Lessee in respect to any of the terms, conditions or covenants of this Lease, including non-payment of rent or failure to pay any Local Improvement District special assessment when due; provided, however, that this Lease shall not be terminated for default if such default is remedied within ten days after written notice thereof has been given by Lessor to Lessee.

11. In every instance where it shall be necessary or desirable for Lessor to serve any notice or demand upon Lessee, it shall be sufficient either (a) to deliver or cause to be delivered to Lessee a written or printed copy thereof, or (b) to send a written or printed copy thereof by certified mail addressed to Lessee at the following address:

in which event the notice or demand shall be deemed for all purposes to have been served at the time of mailing.

12. Failure of Lessor to take any action with respect to any default by the Lessee hereunder shall not constitute a waiver of any of Lessor's rights under this Lease; and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

CITY OF RICHLAND

JOHN C. BARRINGTON
City Manager

ATTEST:

CYNTHIA D. JOHNSON
City Clerk

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

LESSEE

CHARLES J. FRENZEL

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this 12th day of April, 2004, before the undersigned, a Notary Public, in and for the State of Washington, personally appeared John C. Darrington and Cynthia D. Johnson, City Manager and City Clerk respectively, to me known to be the individuals who executed the foregoing instrument and who under oath stated that they were duly authorized, empowered and delegated by the CITY OF RICHLAND to execute the said instrument and acknowledged the foregoing instrument to be their free and voluntary act and deed, acting for and on behalf of the CITY OF RICHLAND, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal the day and year in this certificate above written.

MARILYN A. COTE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
9-24-04

Marilyn A. Cote
Notary Public in and for the State of Washington, residing in Kennewick.

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this 7th day of April, 2004, before the undersigned, a Notary Public, in and for the State of Washington, personally appeared Charles J. Frenzel, to me known to be the individual who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal the day and year in this certificate aboye written.

CHERYL NACCARATO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
3-25-06

Cheryl Naccarato
Notary Public in and for the State of Washington, residing in Kennewick

C44-04 (1)

LEASE AMENDMENT

Parking Lot Lease
Adjacent to Howard Amon Park

Modification to Lease Agreement by and between the City of Richland, Lessor and Charles Joseph Frenzel, a single person, Lessee.

RECITALS

Whereas, the original lease between the City of Richland and a predecessor in interest to the present lease based a portion of the lease obligation on a credit for a Local Improvement District created to improve the property subject to the lease, and

Whereas, the property was improved and the Local Improvement District for improvement of the subject property has been paid and there are no longer assessments due or owing, and

Whereas, the City of Richland, Landlord, has recalculated the rate of lease payments on the 26 parking spaces used by Lessee to meet the terms of the Lease Agreement entered into on April 8, 2004,

Therefore, the Parties to said Lease Agreement have agreed to the following Amendment:

1. Section 4 of the current lease shall be replaced by the following new section 4:

   The annual rent shall be the sum of $1,435.00. The annual rent for each succeeding five year term of this Lease shall be in an amount which shall be mutually agreed upon by the parties, but not less than an increase of seven and one-half percent (7½%) of the annual rent due during the previous five year period.

4. All other terms and conditions of that certain lease agreement dated April 8, 2004 shall remain in full force and effect.

DATED this 10th day of June, 2005.

CITY OF RICHLAND, Landlord

JOHN C. DARRINGTON
City Manager

Charles Joseph Frenzel, Tenant

By: Charles J. Frenzel
Its:

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that JOHN C. DARRINGTON is the person who appeared before me and the said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument as the City Manager of the CITY OF RICHLAND, a Washington municipal corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

DATED this 10 day of June, 2005.

JACKIE L. CARPENTER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-11-06

Jackie L Carpenter
NOTARY PUBLIC in and for the State of Washington, residing at Franklin Co
Print Name: Jackie Carpenter
My Commission Expires: 2-11-06

STATE OF WASHINGTON)
) ss.
County of Benton)

On this 7th day of JUNE, 2005, before the undersigned, a Notary Public, in and for the State of Washington, personally appeared Charles J. Frenzel, to me known to be the individual who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 7th day of JUNE, 2005.

KUO-YING TOWNSEND COMMISSION EXPIRES NOTARY PUBLIC MAY 2, 2009 STATE OF WASHINGTON

Kuo-Ying Townsend
KUO-YING TOWNSEND
NOTARY PUBLIC in and for the State of Washington, residing at RICHLAND
Print Name: KUO-YING TOWNSEND
My Commission Expires: May 2, 2009

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 35-15, Terminating an Option Agreement with Richland Triangle Limited Partners and Purchase a 1.65-Acre Parcel in the Horn Rapids Industrial Park

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	35-15	Contract/Agreement/Lease

Recommended Motion:
Adopt Resolution No. 35-15, authorizing the City Manager to sign and execute an agreement with Richland Triangle Limited Partners terminating their Real Estate Option Agreement and permitting the City to purchase a 1.65 acre parcel in the Horn Rapids Industrial Park

Summary:
On October 18, 1993, the City entered into a Real Estate Option Agreement with Richland Triangle Limited Partners (RTLP). The agreement was amended and restated on January 31, 1997 in exchange for master planning and marketing the Horn Rapids Business Center and Industrial Park, and allowing RTLP to acquire property and participate in land sales. Since that date, RTLP or their clients have purchased 107.7 acres and participated in the proceeds from another 195.9 acres of City-initiated land sales. The original option agreement provides the potential for RTLP to extend their purchase rights for another two-year period. Staff would like to terminate the agreement, and RTLP has agreed not to exercise the final option extension on the condition that the City repurchase RTLP's remaining property in the Industrial Park.

The only remaining property owned by RTLP in Richland is a 1.65 acre parcel located at the northwest intersection of Kingsgate Way and First Street extension. The City owns the adjacent property, and having the corner parcel back under City control will be advantageous in attracting new users to the Industrial Park. The Economic Development Committee has reviewed the proposed terms for this transaction and recommends that Council proceed with the purchase.

Fiscal Impact:	By terminating the Option Agreement, the City will no longer allocate a portion of the subject land sales proceeds to RTLP. The negotiated purchase price for the property is $35,000 per acre, slightly below the going rate for this kind of property. Also on tonight's Agenda is an appropriation increase in the Industrial Development Fund, sufficient to cover the estimated purchase price of $57,750 and associated closing costs. Ultimately staff expects to resell this property at a profit.

Attachments:
1. Resolution 35-15, Terminating RTLP Option Agreement
2. Exhibit A - Legal Description
3. RTLP 1997 Amended & Restated Option Agreement
4. Draft RTLP Termination of Option Agreement and PSA
5. Draft Termination of Purchase Option

RESOLUTION NO. 35-15

A RESOLUTION of the City of Richland authorizing the City Manager to sign and execute an Agreement for Purchase and Sale of Real Property and Termination of Real Estate Option with Richland Triangle Limited Partnership (RTLP).

WHEREAS, on January 31, 1997, the City entered into a Real Estate Option Agreement with RTLP which provided terms for the purchase of properties in the Horn Rapids Business Center and Industrial Park, and further established conditions for the mutual development of these properties; and

WHEREAS, RTLP has determined not to pursue the final 2 year extension period of the Real Estate Option; and

WHEREAS, under the terms of the Option, RTLP purchased certain properties from the City and still retains ownership of an approximately 1.65 acre parcel located at the northwest corner of Kingsgate Way and First Street; and

WHEREAS, RTLP will be terminating their real estate activities in Richland and therefore wishes to sell this remaining property; and

WHEREAS, the property would be a valuable resource for the City and ownership of the property would aid in the City's industrial development efforts; and

WHEREAS, the Economic Development Committee reviewed the proposed purchase of this property at their February 23, 2015 meeting and has recommend to Council that the property be purchased; and

WHEREAS, Council passed Ordinance No. 13-15 appropriating funds for the purchase of this property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City Manager is authorized to sign and execute an agreement with RTLP for the purchase and sale of real property and termination of real estate option.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

_____
DAVID W. ROSE
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING PARCEL 1, BLOCK 10 OF THAT RECORD OF SURVEY FOR BINDING SITE PLAN RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, RECORDS OF SAID COUNTY AND STATE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°25'06" EAST 2612.44 FEET OT THE NORTH QUARTER-CORNER THEREOF; THENCE SOUTH 06°31'31" WEST 3570.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 23°59'33" EAST 283.04 FEET TO THE NORTHWEST THEREOF; THENCE SOUTH 66°34'15" EAST 234.88 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF KINGSGATE WAY; THENCE ALONG SAID WEST RIGHT-OF-WAY MARGIN AND ALONG A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°03'05" HAVING A RADIUS OF 1460.00 FEET, AN ARC LENGTH OF 103.23 FEET, A CHORD BEARING SOUTH 16°03'11" WEST AND A CHORD DISTANCE OF 103.21 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY MARGIN SOUTH 18°04'34" WEST 146.42 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY MARGIN ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 96°11'33" HAVING A RADIUS OF 35.00 FEET AND AN ARC LENGTH OF 58.76 FEET; THENCE NORTH 65°43'44" WEST 229.23 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1, BLOCK 10, SHORT PLAT 2056

CONTAINS 1.647 ACRES.

C 50-93 (4)

AMENDED AND RESTATED OPTION AGREEMENT

Dated January 31, 1997

OPTIONOR:

CITY OF RICHLAND, a Washington Municipal Corporation

OPTIONEE:

RICHLAND TRIANGLE LIMITED PARTNERSHIP, a Washington Limited Partnership

1. Option Property, Grant of Option. 2
1.1 Grant of Option. 2
1.2 Option Property. 2
1.3 Czebotar Farm Inc. Lease. 2

2. Title Review. 3
2.1 Title Review Period. 3
2.2 Additional Review Period. 3
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5. Closing. 9

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6. Optionee's Additional Due Diligence. 10
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10. Miscellaneous. . . . . .

AMENDED AND RESTATED
REAL ESTATE OPTION AGREEMENT

THIS AMENDED AND RESTATED REAL ESTATE OPTION AGREEMENT (the "Agreement") is made this 31st day of January, 1997 between the CITY OF RICHLAND, a Washington municipal corporation ("Optionor"), and RICHLAND TRIANGLE LIMITED PARTNERSHIP, a Washington Limited Partnership ("Optionee").

RECITALS

A. Optionor and Optionee previously entered into that certain Real Estate Option Agreement dated October 18, 1993, as amended by that certain Addendum to Extend Horn Rapids Business Center Option dated February 14, 1996 (together the "Original Option"), which option relates to certain real property owned by Optionor constituting approximately Two Thousand (2000) acres of improved and unimproved real property located in the City of Richland, Benton County, Washington, commonly referred to as the West Campus of the Tri-Cities Science and Technology Park (referred to herein as "West Campus") as shown in graphic form as a map attached to this as Exhibit A. Said Exhibit A identifies and delineates certain areas as Horn Rapids Business Park Area ("Business Park Area"), and Horn Rapids Industrial Park Area ("Industrial Park Area"). Exhibit A further defines and delineates both improved and unimproved portions of the Business Park Area and Industrial Area.

B. As a result of changing market conditions, Optionor and Optionee desire to amend and restate the Original Option in full to enhance marketing opportunities for both Optionor and Optionee and for both office and industrial sectors of West Campus.

C. Optionor acknowledges receipt of the Option Price of Twenty Five Thousand Dollars ($25,000.00) paid by Optionee pursuant to Section 2.1 of the Original Agreement.

D. Optionor and Optionee acknowledge that the Original Option is in full force and effect and that both Optionor and Optionee are in good standing with respect to performance of their respective obligations under the Original option and that neither party is in default under the Original Option.

E. Optionee has completed its due diligence in accordance with Section 6 of the Original Agreement, and acknowledges receipt of the Optionor's deliveries pursuant to Section 6.1 of the Original Agreement and Optionee has completed its project Economic Development Feasibility Study and has accepted the Option Property.

F. Pursuant to Section 6.4 of the original Agreement, Optionee has completed and Optionor has accepted the West Campus Community Plan.

G. Optionee has completed and Optionor has accepted the Horn Rapids Business Center Master Plan in accordance with Section 6.5 of the original Agreement.

H. In accordance with Section 9.2 of the Original Agreement, Optionee has improved the Improved Business Park (as defined in the Original Agreement), by providing new signage, landscaping, landscape irrigation and deferred maintenance items.

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I. Optionor and Optionee desire to continue to provide for Optionor's grant to Optionee an option to purchase four hundred and fifty (450) acres of West Campus to be selected by Optionee pursuant to the terms of this Restated Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge, Optionor and Optionee agree as follows:

1. Option Property, Grant of Option.

1.1 Grant of Option. Optionor hereby grants to Optionee an exclusive option to purchase the Option Property (the "Option").

1.2 Option Property. The Option Property shall consist of the first four hundred and fifty (450) Net acres of West Campus sold by or to Optionee, regardless of its location in West Campus, provided that if (i) Optionor sells any portion of West Campus designated as Business Park Area, such sale shall be deemed to be part of the Option Property and the sales proceeds shall be allocated in accordance with Section 4; and (ii) Optionor desires to sell any portion of West Campus designated as Industrial Park Area, Optionor shall provide notice of such sale to Optionee and Optionee may elect or decline to include such sale as a part of the Option Property and only in the event Optionee elects to include such property as Option Property will the sales proceeds be allocated pursuant to Section 4 of this Agreement. The closing of any sale of the Option Property (whether the sale is procured by Optionee or by Optionor) shall constitute the exercise of Optionee's Option rights and the acreage of such property sold shall be applied to the requirements of Section 3.4.1, provided the other requirements of Section 3.4 regarding improvements are satisfied.

1.3 Czebotar Farm Inc. Lease. The Optionor has entered into agreements with Czebotar Farm Inc., succesor in interest to Thane Wiser, to lease portions of the West Campus for agricultural purposes, including the installation of sprinkler irrigation systems and raising of agricultural crops. These agreements may require the reimbursement to Czebotar or his successors for the depreciated cost of the irrigation systems and for the value of the unharvested crops. When the Optionee selects the Option Property, to the extent practicable and compatible with the long-term development of the property, the Optionee shall select property which will minimize the expense for reimbursement to Czebotar and/or his assigns. Calculations and estimates of those reimbursable costs discussed above, and an agreement as to which of the parties to this Restated Agreement will be responsible for those costs and in what proportion of the total costs will be determined in the development of the Master Plan. It is conceivable both that one or other of the parties will bear the entire costs or, alternatively, that each will bear a portion of the entire costs. Optionor retains the right to refuse to sell Optionee any portion of the Option Property if the cost of buying out Czebotar's irrigation system exceeds the sale price of the

property. If this occurs, the Optionor will substitute other land acceptable to both the Optionee and Optionor.

2. Title Review. Within ten (10) days of the date Optionee notifies Optionor of its selection of any portion of West Campus it desires to acquire (the "Option Property Selection Date"), the Optionor shall order a title report for the Option Property from Cascade Title Insurance Company (referred to herein from time to time as "Title Company" or "Escrow Holder"). The cost of the title policy shall be paid by the Optionor.

2.1 Title Review Period. During the period up to and including sixty (60) days after delivery of the Title Report (the "Title Review Period") Optionee shall review the Title Report and the underlying exceptions and, on or before the expiration of the Title Review Period, shall give Optionor written notice ("Disapproval Notice") of any objections Optionee may have to the status of title of the Option Property ("Disapproved Exceptions "). Any such exceptions not expressly disapproved by Optionee in writing on or before the expiration of the Title Review Period shall be deemed approved (the "Approved Exceptions").

2.2 Additional Review Period. Within thirty (30) days after notice from Escrow Holder identifying the need to amend or add any exception to the Title Report, Optionee shall notify Optionor of any objections Optionee may have to said amendment or addition and such exceptions shall constitute Disapproved Exceptions hereunder. Within thirty (30) days of Optionor's receipt of a Disapproval Notice, Optionor shall notify Optionee as to whether Optionor will remove the Disapproved Exception. If Optionor agrees to remove a Disapproved Exception, Optionor must do so before closing of any portion of the Option Property affected by the Disapproved Exception.

2.3 Disapproved Exceptions. If Optionor refuses to remove a Disapproved Exception, Optionee shall have the right to either terminate this Restated Agreement, in which event the Option Consideration shall be returned to Optionee and neither party shall have any further duties or obligations under this Restated Agreement, or waive it objection, in which event the Disapproved Exception shall become an Approved Exception. The Approved Exceptions, any amended exceptions to the Title Report to which Optionee does not deliver a timely Disapproval Notice and any Disapproved Exceptions which Optionee waives or approves in writing shall be referred to hereinafter as (the "Permitted Exceptions").

3. Term of Options.

3.1 Initial Option Term. The initial term of the Option commenced on October 10, 1993 and will terminate 5:00 PM Pacific Daylight Time on February 6, 1999 (the period between such dates being the "Initial Option Term").

3.2 Extension Terms. Provided the Optionee has complied with the terms and

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conditions of this Restated Agreement, Optionee may extend the Initial Option Term for up to nine (9) additional periods of two (2) years each (referred to herein individually as an "Extension Term" and collectively as the "Extension Terms"). The Initial Option Term together with all Extension Terms shall be consecutive and Optionee shall have no right to further extend the Option Term in the event Optionee fails to exercise any then current Extension Term.

3.3 Exercise of Option. Optionee shall exercise the right to extend the Initial Option Term (or any Extension Term) by delivering written notice (the "Exercise Notice") of its intent to so extend to Optionor no later than the day prior to expiration of the Initial Option Term or any Extension Term as the case may be (the "Then Current Period") and concurrently delivering to Optionor a legal description of the portion of the Option Property to be acquired as provided below. Optionee's participation in any sale of West Campus procured by Optionor shall be deemed to apply to the minimum acreage requirements set forth in Section 3.4.1.

3.4 Conditions to Extension Terms. In order to exercise its right to extend the Option Term, the Optionee must fulfill each of the following conditions:

3.4.1 In order to extend this Option for the first Extension Term, the Optionee must have acquired cumulatively at least thirty (30) acres of the Option Property during the Initial Option Term. In order to extend this Option for each subsequent Extension Term, the Optionee must have acquired at least twenty (20) acres of the Option Property during the previous Option Term. In the event the Optionee acquires more than thirty (30) acres in the Initial Option Term, or more than twenty (20) acres in any Extension Term, any property in excess of the minimum acreage specified acquired in said Option Term or any Extension Term shall be credited towards the twenty (20) acre minimum requirements in each subsequent Extension Term or Extension Terms, until such time as all of the excess property has been applied to the minimum requirements in the Extension Terms.

3.4.2 The Exercise Notice shall specify a closing date (the "Closing Date") which shall have no fewer than five (5) nor more than twenty (20) business days after the date the Exercise Notice is given ("Closing" or the "Closing Date").

3.4.3 With respect to any of the Option Property acquired by Optionee, Optionee must make improvements to such Option Property in accordance with Section 3.4.4 below. With respect to any of the Option Property acquired by Optionee and sold to any third party, if requested by Optionee, improvement requirements set forth in Section 3.4.4 may be waived or modified upon written approval by Optionor. Notwithstanding the foregoing, in no event shall the Optionor be precluded from imposing mitigation measures or other requirements on

any such third party in accordance with generally applied ordinances, codes and regulations and the Master Plan.

3.4.4 With respect to each Extension Term and when required pursuant to Section 3.4.3 above, the Optionee and any Third Party Purchaser of Option Property must have commenced the construction of improvements on that portion of the Option Property acquired by Optionee during the previous Extension Term or the Initial Option Term as the case may be. As used in this Section, commencement of improvements shall mean that Optionee or such Third Party Purchaser has made application for permits from the appropriate governmental agencies and that, so long as those permits have been issued, Optionee or such Third Party Purchaser has promptly started construction of the improvements contemplated therein. Notwithstanding the foregoing, in no event shall Optionee be responsible for any delays in commencement of construction outside its reasonable control, including without limitation, delays on the part of any governmental agency issuing any approval or permit required for such improvement, acts of God, strikes or any other cause majeure. As used in the section, the term "Improvements" shall include not only buildings, but also the construction of utility infrastructure and dedicated pubic and private roads. It is anticipated by the Optionor that reasonable efforts will be expended to bring improvements to this site that go beyond the construction of utility infrastructure and roadways. Further, if Optionee or said Third Party Purchaser purchases Option Property that is improved property, the required improvements are to be a building or buildings. For every ten (10) acres purchased, a minimum of thirty thousand (30,000) square feet of building space shall be required. If Optionee or any Third party Purchaser purchases unimproved property, the required improvements shall be infrastructure improvements. Streets, water, sewer, and electrical backbone system shall be constructed to property purchased that fronts on collector or local streets shown on the Road Network Master Plan dated February 3, 1995 (or any future amendments thereto). As long as they are performed within the time frames specified in this Restated Agreement, the required Improvements could also be constructed by any subsequent purchasers of the land from Optionee.

3.4.4.1 Notwithstanding the foregoing, if at the time of the Exercise Notice for the Initial Extension Term, neither Optionee nor Optionor (if Optionee elects to include such sale as a part of the Option Property) has procured and closed a sale of any portion of the Option Property, Optionee's obligation to improve the portion of property identified in the Exercise Notice for the Initial Extension Term shall be extended so that commencement of construction of such improvements shall commence not later than Five (5) years from the issuance of the Exercise

Notice for the Initial Extension Term. Optionee's right to extend the period for making improvements to Five (5) years shall be limited to the improvements required for the first Thirty (30) acres acquired by Optionee, and any portion of the Option Property acquired by Optionee in excess of Thirty (30) acres shall be improved within the Two (2) year period as provided below.

3.4.4.2 Further Improvement of Kingsgate Way Lots. Optionee shall not be required to make further infrastructure improvements (additional lanes, sidewalks, or curb and gutter) to lots fronting on Kingsgate Way. The Optionor reserves the ability, however, to construct those future improvements by a local improvement district or transportation improvement district. Purchasers of said property will agree not to object to the formation of such district.

3.4.4.3 Within the boundaries of West Campus, Optionee will be required to maintain, but not necessarily own, a minimum inventory of ten (10) acres of property served with streets and utilities.

3.4.5 In the event Optionee or any Third Party Purchaser of Option Property fails to complete the construction of the improvements in accordance with Section 3.4.4, the Optionor may require the Optionee or said Third Party Purchaser to reconvey any such portion to Optionor unless such delay in completion results from matters outside of the reasonable control of Optionor, Optionee, or Third Party Purchaser, including without limitation, delays on the part of any governmental agency issuing any approval or permit required for such improvement, acts of God, strikes, unavailability of any material required for such improvement or any other cause majeure.

3.4.5.1 In consideration for the reconveyance the Optionor shall pay the Optionee and any Third Party Purchaser from Optionee the purchase price paid for the parcel together with the cost or value (as determined by an appraisal), whichever amount is less, of any improvements on such portion paid for by Optionee or any Third Party Purchaser, less any closing costs which were paid by the Optionor. In no event shall the Optionor pay more than the total of the purchase price for the property and the costs of the improvements. The reconveyance provisions of the agreement do not preclude the Optionor's ability to foreclose on the property if Optionee or any Third Party Purchaser defaults on any local improvement district or

other such assessments, including but not limited to road improvement district or transportation benefit district. Said foreclosure action(s) would be enforceable only against Optionee or any Third Party Purchaser-owned properties with assessments in default, and could not be extended to other property owned by Optionee or any Third Party Purchaser not in default or not within the limits of the assessment district.

3.4.5.2 In the event the Optionee or any Third Party Purchaser borrows money for the purchase of the property or the construction of the improvements upon the property to which the Optionee or any Third Party Purchaser has previously acquired title, the Optionee or any Third Party Purchaser may give the lender a security interest in the property for the purpose of securing the repayment of the funds, and the Optionor agrees to subordinate this reversion right to the lien of the Lender. If the Optionor subsequently requires the reconveyance of the property, the Optionor shall take the property subject to the Lender's lien. Any sums payable to the Optionee or any Third Party Purchaser for the repurchase of the property or the improvements under the terms of this section shall be paid to the Lender to the extent of the Lender's security interest in the property, the excess shall be applied to the amounts, if any, which the Optionee or any Third Party Purchaser currently owes to the Optionor and any remaining sums shall be paid to the Optionee or any Third Party Purchaser.

3.4.5.3 In the event that the Optionee sells any of the Option Property previously acquired by Optionee to a Third Party Purchaser, Optionor will release the Optionee from the Optionor's reversion rights contained in this Section.

4. Purchase Price and Allocation of Sales Proceeds.

4.1 Optionee's Purchase Price. Subject to the Optionee's obligation to purchase at least twenty (20) acres with each extension of the Option Term, the Optionee may acquire any portion of the Option Property during the Option Term upon the following terms and conditions.

The Optionee's purchase price for the Option Property (the "Optionee's Purchase Price") shall be as follows:

4.1.0.1 Improved Industrial Park Area: $2,500 per Net acre.

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4.1.0.2 Unimproved Industrial Park Area: $1,500 per Net acre.

4.1.0.3 Improved Business Park Area: $4,000 per Net acre.

4.1.0.4 Unimproved Business Park Area: $2,500 per Net acre.

4.2 Allocation of Sales Proceeds on Sales. The proceeds from any sale of the Option Property to the Optionee or to any Third Party purchaser of Option Property, shall be allocated as follows:

First, to the Optionor in the following amounts:

4.2.0.1 Improved Industrial Park Area: $2,000 per Net acre.

4.2.0.2 Unimproved Industrial Park Area: $1,000 per Net acre.

4.2.0.3 Improved Business Park Area: $2,500 per Net acre.

4.2.0.4 Unimproved Business Park Area: $1,000 per Net acre.

4.2.1 Next, to the Optionee, in the amount of Five Hundred and 00/100 Dollars ($500.00) per Net acre of Option Property sold as a Marketing Fee, plus, with respect only to Business Park Area, an additional One Thousand and 00/100 Dollars ($1,000.00) per Net acre as a development fee;

4.2.2 Finally, the balance of any proceeds arising from the sale of Option Property to Optionee or to any Third Party Purchaser shall be divided on a percentage basis between Optionor and Optionee. The party who procures the purchaser shall be entitled to the seventy-five percent (75%) share of the balance of any proceeds and the non-procuring party shall be entitled to twenty-five percent (25%).

4.2.2.1 To be deemed the procuring cause of any sale, such procuring party must have first registered the Third Party Buyer with the other party by (i) submitting to the other party a written offer to purchase the property executed by such prospective buyer; or (ii) identify in writing the identity of the third party and stating that such procuring party has submitted to such third party information regarding the Option Property, provided that in the event any potential purchaser desires that its interest in the Option Property remain confidential, the identity of the purchaser shall be provided in a sealed fashion and shall not be disclosed until and unless closing of the sale to such purchaser. Notwithstanding this Section, either party may notify the other party in writing that it is ceding

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to the other party its registered status as procuring cause of any sale.

In the event that Optionor elects to conclude a sale of the Option Property at a price less than set forth in Section 4.1.1, Optionee shall nonetheless receive sales proceeds as stipulated in Section 4.2.2., and, to the extent such sales proceeds are insufficient to assure Optionee payment in accordance with Section 4.2.2, Optionor shall pay such amounts directly to Optionee.

As used herein, the term "Net" shall mean gross area less any portion of the Option Property required to be dedicated for future right-of-ways, including without limitation, for Battelle Boulevard, Kingsgate Way, Robertson Street or Logston Boulevard and passive or active open space, as designated by the Master Plan to be developed by the parties. The Net square acreage of the Option Property shall be determined from a boundary line survey of the Option Property to be performed by Optionee, at its cost, within Fifteen (15) days of the closing of any portion of the Option Property (the "Survey"). The Survey and the net square acreage shown thereon for the Option Property shall be subject to the Optionor's approval which shall not be unreasonably withheld or delayed.

4.3 Sale of Aggregate Resource. In the event Optionor sells approximately 200 acres of West Campus generally located South of the proposed Battelle Boulevard, East of proposed Sullivan Road and North of First Street for use by its purchaser as a mineral aggregate, sand and/or gravel operation, the sale proceeds shall be allocated as provided in Section 4.2 above, provided that: (i) regardless of the amount of the actual sales proceeds, in no event shall Optionee receive more than Three Hundred Fifty Thousand and 00/100 ($350,000.00) of such sale proceeds; and (ii) regardless of the actual acreage sold for use as a mineral aggregate, sand and/or gravel operation, in no event shall more than Two Hundred (200) acres be deemed to be Option Property for the purposes of calculating the Four Hundred and Fifty (450) acres available to Optionee under this Option.

5. Closing. Closing for each portion of the Option Property shall occur through an escrow with Escrow Holder on a date reasonably convenient to Optionor and Optionee within the time periods set forth above. "Closing" shall be deemed to have occurred when all documents have been recorded and funds are available for disbursement to Optionor.

5.1 Purchase Price. The Purchase Price shall be payable in cash on the Closing Date for the sale of any of the Option Property selected by the Optionee.

5.2 Deposits. Optionor and Optionee shall timely deposit the documents and funds required for closing each portion of the Option Property and cause the following to occur on the Closing Date.

5.2.1 The Optionor shall provide the executed and acknowledged statutory

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warranty deed, subject only to the Approved Exceptions described in Section 2 above for that portion of the Option Property being conveyed to be recorded in the real property records of Benton County, Washington and one half (½) the escrow fee charged by Escrow Holder and costs and fees necessary to convey and clear title; provided that, each portion of the Option Property conveyed to the Optionee shall be legal lot capable of being conveyed.

5.2.2 The Optionee shall pay into escrow the Purchase Price in cash for the portion of the Option Property being acquired plus Optionee's share of costs and prorations.

The Title Company shall issue the title insurance policy.

The Escrow Holder shall deduct from Optionor's funds an amount equal to Optionor's share of costs and pay the balance of the funds in the escrow to Optionor.

5.2.3 The Optionor shall pay any conveyance tax imposed by Benton County or the State of Washington with respect to the conveyance and pay the premium for the title insurance policy and one half (½) the escrow fee charged by Escrow Holder.

6. Optionee's Additional Due Diligence.

6.1 Other Due Diligence. During the Option Term, Optionee shall be permitted to make, at Optionee's cost, such reasonable physical, legal and other inspections of the Option Property as Optionee deems appropriate and to review Optionor's due diligence deliveries described in Section 6.1.2 above (the "Non-Title Related Deliveries"). Optionee may, at Optionee's cost, update any Environmental Preliminary Site Assessment of the Option Property furnished by Optionor or perform a new Preliminary Site Assessment of the applicable Option Property, Optionee shall deliver to Optionor, within three (3) days of Optionee's receipt thereof, a copy of all environmental reports of the Option Property obtained by Optionee.

6.1.1 Optionee or a representative of Optionee shall have access to the Option Property during normal business hours to inspect the Option Property and conduct studies and planning activities. Optionee hereby agrees to indemnify, defend, protect and hold Optionor harmless from and against any and all costs, expenses, losses, charges and claims arising out of Optionee's (or any representative of Optionee's) activities on the Option Property; provided that the foregoing indemnification shall not apply to matters or conditions discovered by Optionee or its agents on the Option Property which were not caused solely by Optionee. In the event of the concurrent negligence of Optionee and Optionor, which concurrent negligence results in injury or damage to persons or property and relates to the construction, alteration, or improvement on the Option Property,

the obligation of Optionee to indemnify Optionor hereunder shall be invitees or contractors, including Optionee's proportional share of costs, attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

7. Covenants, Representations and Warranties.

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

7.1.1 During the first period between the Effective Date and the termination or expiration of the Option or the Closing of the Option Property (the "Effective Period"), Optionor shall not make any material alterations to the Option Property (except as may be required by state or federal government order, emergency or as may be required in the ordinary course of business), nor modify or terminate any of the service contracts, licenses, permits, legal classification, or other governmental approvals pertaining to the Option Property, nor enter into any lease or Restated Agreement pertaining to the Option Property without Optionee's prior consent, which consent shall not be unreasonably withheld or delayed.

7.1.2 During the Effective Period, Optionor shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Option Property without Optionee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7.1.3 During the Effective Period, Optionor will operate and maintain the Option Property in a manner consistent with Optionor's past practices relative to the Option Property and in a manner which shall not cause waste to the Option Property.

7.1.4 During the Effective Period, and for a period of five (5) years after Optionee's acquisition of title to the last portion of the Option Property, Optionor shall cooperate with Optionee in Optionee's efforts to obtain approvals and permits for development of the Option Property ("Entitlement"); provided that all costs, fees and expenses in applying for such Entitlement shall be paid by Optionee. Except as it may relate to the Comprehensive Plan and the Master Plan, Optionor shall not be required to enter into any obligations or change the status of the Option Property in connection with such Entitlement prior to the vesting of title to such Option Property in Optionee.

7.1.5 To the extent any portion of the Option Property is served by existing public utilities including, sanitary sewer, domestic water, and electricity, the Optionee shall have the right to connect to such utilities upon payment of the standard and customary connection fees established by the Optionor.

The parties hereto understand and agree that Optionor has previously entered into certain agreements with the Horn Rapids Golf Course Community regarding Optionor's commitment to serve said community. Utility construction and planning, where the Optionee has connected to the existing utilities serving the Horn Rapids Golf Course Community must be in accordance with a time frame to allow the Optionor to meet its contractual obligations for service to the Horn Rapids Golf Course Community.

The Optionor has constructed new utilities to serve the Horn Rapids Golf Course Community and the West Campus.

As part of the Community Plan, Optionor has included utilities planning providing adequate service of the Option Property. Cost of extending or constructing new utilities shall be provided for in the Community Plan based on a pro rata cost sharing of all properties served by such utilities.

Utility service is subject to the availability of utility system capacity. In the event Optionee requires utility services exceeding current capacity or prior to availability of added capacity constructed by the Optionor, at its own expense, the Optionee may construct new utilities to serve the Option Property. Said construction shall be in accordance with the Optionor's customary design standards and terms and conditions. Such utilities shall be installed in dedicated public streets or rights-of-way, or in easements and shall become the property of the Optionor at the time of its acceptance by the Optionor. In order to offset the cost of such construction, the Optionee shall be entitled to receive latecomer or other fees collected by the Optionor from any third party subsequently connecting to such utilities during the term of this agreement. Optionee's right to collect such fees will be limited to the amount expended to provide utilities to the option property. The rights of the Optionee to collect said fees terminate with reconveyance or expiration of this Restated Agreement. Collection of latecomer fees after the expiration of this Restated Agreement will be provided for by joint agreement of the Optionor and Optionee prior to the expiration of this agreement up to previously stated limits. The Optionor reserves the right to not participate in any LID covering property it still owns.

7.1.6 As part of the Community Plan for West Campus, Optionor has incorporated plans for irrigation water service for the West Campus. The parties hereto understand and agree that Optionor has previously entered into certain agreements with Czebotar Farm Inc. regarding Optionor's commitment of irrigation water to Czebotar Farm Inc. and that the Community Plan must account for such commitment.

7.1.7 Optionor and Optionee shall enter into a Joint Marketing Agreement

defining the Optionor's and Optionee's roles and financial responsibilities with respect to the joint marketing program. The City's marketing program is to identify and recruit new businesses that wish to locate in the City of Richland. The City of Richland will extend their commitment for the existing program for a minimum of five (5) years. The Optionee has joined in partnership with the City of Richland in its expanded marketing program by providing collateral marketing materials regarding the Option Property and cooperating with the City of Richland in its new business recruiting efforts. Optionee shall spend at least fifteen thousand dollars ($15,000) annually in marketing efforts above and beyond salary and operating costs for staff, which marketing efforts shall include maintenance of landscaped entry areas to the improved entry at the existing business park in the Horn Rapids Business Park in West Campus. It is understood, however, that the City will not be responsible for commissions for sales by Optionee.

7.2 Optionor's Representations and Warranties. Optionor hereby makes the following representations and warranties to Optionee, each of which shall be true on the date hereof and on the Closing Date for each portion of the Option Property.

7.2.1 Optionor has the full power and authority to enter into and carry out the terms and provisions of this Restated Agreement and to execute and deliver all documents which are contemplated by this Restated Agreement, and all actions of Optionor necessary to confer such authority upon the persons executing this Restated Agreement, the Purchase Agreement and such other documents will have been properly taken.

7.2.2 Optionor is a municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.2.3 To the best of Optionor's knowledge, during the period since acquiring ownership of the subject property: (i) Optionor has not received any notice from any governmental authorities that eminent domain proceedings for the condemnation of the Option Property are pending or threatened; (ii) Optionor has not received any notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or a regulatory agency which would materially and adversely affect the Option Property; and; and (iii) Optionor has not received any notice from any governmental authority that Optionor's use of the Option Property is presently in violation of any applicable zoning, land use, environmental or other law, order, ordinance or regulation affecting the Option Property.

7.2.4 Optionor is not in breach or default under any covenants, conditions, restrictions, rights-of-way or easements which affect the Option Property

or any portion thereof.

7.2.5 With the exception of the road improvement districts as set forth in Sections 7.1.5, 7.1.6, and 9.1, no special or general assessments have been levied against the Option Property, other than as disclosed by the Preliminary Title Report and Optionor has not received notice that any such assessments are threatened.

7.2.6 Optionor has not and will not during the Option Period enter into any contract, option, right of first refusal, lease or other agreement pursuant to which Optionor has granted to any person or entity other than Optionee the present or future right to purchase, occupy or lease any interest in the Option Property or any portion thereof. The Optionee is aware of the agreement, and the amendments thereto, which the Optionor has entered into with Czebotar Farm Inc., and his assigns, concerning the agricultural uses of the West Campus. The Optionee is aware of agreements the Optionor has entered into with PCC Structurals, Inc., and Kaiser aluminum and agrees to exclude such agreements and any amendments thereto from the Agreement. The Optionee is aware of the agreement, and the amendments thereto, which the Optionor has entered into with Columbia Triangle Partners with respect to the Horn Rapids Golf Course Community.

7.2.7 Except for matters, if any, disclosed in the environmental reports delivered to Optionee by Optionor pursuant to Section 6 of this Restated Agreement or which may hereafter be disclosed in any updates thereof by Optionee or any new Preliminary Site Assessments or environmental tests: (i) Optionor has no knowledge of any release of Hazardous Substances (as hereinafter defined) located on or near or beneath the Option Property; and (ii) Optionor has not been required by any governmental agency to undertake any clean up or remediation activity with respect to Hazardous Substances on the Option Property. As used herein the term "Hazardous Substances" shall mean and include any and all toxic or hazardous substances, materials or waste listed in the United States Department of Transportation Table (49 CPR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect during the Effective Period or such substances, materials or wastes otherwise regulated under any applicable local, state or federal law, regulation, ordinance or other.

7.2.8 Optionor is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

7.3 Notice. Optionor shall immediately give Optionee written notice of any event which would make any representation or warranty set forth in Section 7 incorrect or untrue.

8. Optionee's Representation and Warranties. Optionee hereby represents and warrants to Optionor as follows:

8.1 Formation of Partnership. In accordance with Section 8.1 of the Original Agreement, Optionee has formed Richland Triangle Limited Partnership, a Washington limited partnership (the "Limited Partnership"). The Limited Partnership shall include as general partners the following persons (or corporations or partnerships of which such persons are of principals or partners and are the owners of at least fifty one (51) percent of the equity of such corporations or partnerships): Roger M. Belanich, Dennis Vrabek, Daniel A. Pebbles, Robert F. Garrity, and as a limited partner, Weyerhaeuser Venture Company. During the Effective Period of this Restated Agreement, the parties named in this Section shall not assign or transfer their interest in or withdraw from the Limited Partnership without the prior written consent of the Optionor. The Optionee hereby acknowledges that the continued participation of the persons named in this section in the development and marketing of the Option Property is a material inducement to the Optionor to enter into this Agreement.

8.2 Authority. Optionee has full power and authority to enter into and carry out the terms and provisions of this Restated Agreement and to execute and deliver all documents which are contemplated by this Restated Agreement, and all actions of Optionee necessary to confer such authority upon the persons executing this Restated Agreement and such other documents have been taken.

9. State Route 240. With respect only to Option Property acquired by Optionee and not any third party, Optionee shall be responsible, on a pro rata basis, for funding and or participating in a Road Improvement District (R.I.D.) to fund all costs associated with future improvement to State Route 240 required as a result of development of the Option Property.

10. Miscellaneous. Optionor and Optionee agree as follows:

10.1 Entire Agreement. This Restated Agreement, the attachments hereto, and the additional agreements referred to herein, shall constitute the entire agreement between the parties and supersedes any and all prior agreements or understandings, whether verbal or written, concerning the sale of the Option Property.

10.2 Amendments. This Restated Agreement may be modified or amended only in writing signed by Optionor and the Optionee.

10.3 Notices. Whenever Escrow Holder or any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission with receipt acknowledged) or by

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certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO OPTIONEE:

RICHLAND TRIANGLE PARTNERS
C/o Tyee International
3605 132 Avenue S.E.
Suite 100
Bellevue, Washington 98006-1323
Attention: Daniel A. Pebbles, President
Telephone: (206) 643-5249
Facsimile: (206) 643-5296

RICHLAND TRIANGLE LIMITED PARTNERSHIP
c/o Harbour Pointe Limited Partnership
4702 Harbour Pointe Boulevard
Mukilteo, Washington 98275
Telephone: (206) 628-0206
Facsimile: (206) 348-4977

TO OPTIONOR:

CITY OF RICHLAND
City Hall
50 Swift Boulevard
Richland, Washington 99352
Attention: City Clerk
Telephone: (509) 943-9161
Facsimile: (509) 943-5666

TO ESCROW HOLDER:

CASCADE TITLE INSURANCE CORPORATION
503 Knight Street, Suite B
Richland, Washington 99352
Attention: Patti Bratten
Telephone: (509) 946-4681
Facsimile: (509) 946-1313

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

10.4 Assignment. Subject to the restrictions on transfers contained in Section 8.1, Optionee may assign its right hereunder to any person or entity controlled by or which controls Optionee, control meaning a person or entity with a 51% or

RG MS
DV.

more ownership of Optionee. Without reference to Section 8.1, the Optionor and Optionee agree that this Restated Agreement may be assigned to a third party developer who has financial resources to commit to the Option Property and Property development experience and qualifications equivalent to those possessed by the Optionee and the parties identified in Section 8.1 as of date of execution of this Restated Option. The assignment will require written approval of the assignee by the City of Richland. Provided the proposed assignee meets the criteria set forth in this Section, said approval shall not be unreasonably withheld or delayed. This Restated Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties. In addition, upon the request of the Optionee, Optionor shall deed portions of the Option Property to third parties identified by Optionee so long as the Optionee has fully complied with all of its obligations and the terms and conditions of this Restated Agreement and so long as Optionor incurs no additional expense or liability as a result thereof. No assignment of this Restated Agreement or consent to an assignment by the Optionor, nor the deeding of property to third parties identified by the Optionee, shall be deemed to relieve the Optionee of its obligations under this Restated Agreement.

10.5 Recording. Optionee may, at its election, record a Memorandum of this Restated Agreement against West Campus.

10.6 Default.

10.6.1 Default by the Optionor. If the Optionor is in default of any of its obligations hereunder and such default shall continue for thirty days after the Optionor has received written notice of the default, (provided if the nature of the default is such that it cannot be cured within thirty days, the Optionor shall not be in default if it promptly undertakes the cure and diligently pursues it thereafter), Optionee may elect among the following remedies which shall be cumulative:

10.6.1.1 The Optionee may bring an action to recover its damages resulting from Optionor's default. The Optionee's damages shall be limited to all costs and expenditures which the Optionee has made in its performance of this contract, including the reasonable costs and expenditures which the Optionee has made in its performance of this contract, including the reasonable cost of the Optionee's own performance and a reasonable amount for overhead together with interest on such sums from the date of expenditure to the date of recovery at the rate of twelve percent per annum.

10.6.1.2 The Optionee may cure the default on behalf of the Optionor and recover the cost of the cure from the

Optionor, or,

10.6.1.3 The Optionee may seek specific performance of this Restated Agreement.

10.6.2 Default by the Optionee. If the Optionee is in default of any of its obligations hereunder and such default shall continue for thirty days after the Optionee has received written notice of the default, (provided if the nature of the default is such that it cannot be cured within thirty days, the Optionee shall not be in default if it promptly undertakes the cure and diligently pursues it thereafter), Optionor may elect among the following remedies which shall be cumulative:

10.6.2.1 Optionor may bring an action to recover its damages resulting from the Optionee's default. The Optionor's damages shall be limited to all costs and expenditures which the Optionor has made in its performance of this contract, including the reasonable cost of the Optionor's own performance and a reasonable amount for overhead together with interest on such sums from the date of expenditure to the date of recovery at the rate of twelve percent per annum.

10.6.2.2 The Optionor may cure the default on behalf of the Optionee and recover the cost of the cure from the Optionee, or,

10.6.2.3 The Optionor may elect to terminate this Restated Agreement, and in the event of such termination, the Optionee's interest in or to any of the Option Property shall end as of the date of the termination.

10.6.2.4 The Optionor may seek to specific performance of this Restated Agreement.

10.6.3 The termination of this Restated Agreement pursuant to this Section 10 shall not impair the rights of a third party who has entered into a written contract to purchase or lease any portion of the Option Property and the agreements shall be honored according to their terms. The termination of this Restated Agreement shall not interfere with or affect the rights of any Lender or mortgagee who has taken a security interest in the property purchased by the Optionee to secure the repayment of money advanced for the purchase of the Property, or for the development of the property.

In any action brought to enforce the terms and conditions of this Restated Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred in such an action. For the purposes of this section, an action shall include arbitration or mediation.

11. Recitals and Effect of Restatement.

11.1 Recitals. The Recitals set forth above are hereby incorporated as if fully set forth herein.

11.2 Effect of Restatement. When executed in full, this Restated Agreement shall supersede the Original Agreement in full and the Original Agreement shall terminated and be of no further force and effect.

11.3 Effective Date. This Restated Option shall be effective as of the date first set forth above, provided however, as used herein, the term Effective Date shall mean the Effective Date of the Original Option, namely October 18, 1993.

IN WITNESS WHEREOF the parties have entered into this Restated Agreement this 31st day of January, 1997.

OPTIONOR:

CITY OF RICHLAND

Joseph C. King, City Manager

OPTIONEE:

RICHLAND TRIANGLE LIMITED PARTNERSHIP, a Washington Limited Partnership

By Its General Partners

CHINOOK DEVELOPMENT CORPORATION, a Washington corporation

RG MS DV.

By: _____
Dennis Vrabek, President

ARROWHEAD, INC., a Washington corporation

By: _____
Robert F. Garrity, President

APPROVED AS TO FORM:

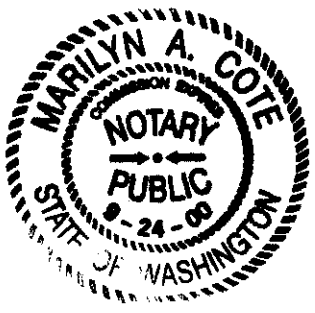
_____
Thomas O. Lampson, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~KING~~ Benton)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 31st day of January, 1997, before me personally appeared Joseph C. King, to me known to be the City Manager of the City of Richland, the Municipal Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said partnership.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Marilyn A. Cote
Notary Public in and for the State of Washington
Residing at Kennewick
My commission expires: 9/24/00
MARILYN A. COTE
[Type or Print Notary Name]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 28th day of January, 1997, before me personally appeared Dennis Vrabek, to me known to be the President of Chinook Development Corporation, the general partner Richland Triangle Limited Partnership, the Partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said partnership.

WITNESS my hand and official seal hereto affixed the day and year first above written.

JEANNE L. BARTEL
STATE OF WASHINGTON
NOTARY --•-- PUBLIC
My Commission Expires 6-16-97

Jeanne L. Bartel
Notary Public in and for the State of Washington
Residing at Snohomish
My commission expires: 6/16/97
Jeanne L. Bartel
[Type or Print Notary Name]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 28th day of January, 1997, before me personally appeared Robert Garrity, to me known to be the President of Arrowhead Inc., the general partner Richland Triangle Limited Partnership, the Partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said partnership.

WITNESS my hand and official seal hereto affixed the day and year first above written.

JEANNE L. BARTEL
STATE OF WASHINGTON
NOTARY --•-- PUBLIC
My Commission Expires 6-16-97

Jeanne L. Bartel
Notary Public in and for the State of Washington
Residing at Snohomish
My commission expires: 6/16/97
Jeanne L. Bartel
[Type or Print Notary Name]

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND
TERMINATION OF OPTION

RICHLAND TRIANGLE LIMITED PARTNERSHIP

This Agreement for Purchase and Sale of Real Property and Termination of Option ("Agreement") is made and entered into this ___ day of March, 2015, between **RICHLAND TRIANGLE LIMITED PARTNERSHIP**, a Washington Limited Partnership (hereinafter referred to as "Seller" or "RTLP"), and the **CITY OF RICHLAND**, a Washington municipal corporation (hereinafter referred to as "Purchaser" or "City").

I. RECITALS

On January 31, 1997, the City entered into a Real Estate Option Agreement with RTLP which provided terms for the purchase of properties in the Horn Rapids Business Center and Industrial Park, and further established conditions for the mutual development of these properties (the "Option"). The Option provided an initial term, and allowed for up to nine (9) two-year extension periods subject to certain performance criteria. RTLP has exercised eight extensions, which extended the Option to and through February 5, 2015. RTLP has determined not to pursue the final extension period.

Under the terms of the Option, RTLP purchased certain properties from the City and still retains ownership of an approximately 1.65 acre parcel located at the northwest corner of Kingsgate Way and First Street in Benton County, State of Washington, also known as Benton County Assessor's parcel number 1-21083000003000. RTLP desires to sell this parcel, and the City has agreed to repurchase this property subject to the terms and conditions contained herein. Simultaneous with this purchase and sale transaction, the Parties agree to terminate the Option so that neither party to the Option shall have any further rights or obligations thereunder. As the City is under no obligation to repurchase the above-identified property, the City's agreement to do so shall serve as consideration in support of termination of RTLP's Real Estate Option Agreement.

II. AGREEMENT

1. Property and Sale of Property. RTLP agrees to sell and City agrees to purchase, on the terms hereafter stated, the Property legally described in Exhibit A hereto, situated in the City of Richland, Benton County, Washington, together with all improvements thereon, if any, and all mineral and resource rights, including ground water rights, held by RTLP (hereinafter the "Purchased Property").

1.1. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

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

1.3. Timing of Conveyance. The Purchased Property described in Section 1 shall be conveyed to City by a Statutory Warranty Deed ("Deed") subject to all exceptions of record pertaining to the Purchased Property and any additional exceptions agreed to by the parties hereto. Payment for the Purchased Property shall be tendered to RTLP at the time of closing. The Deed shall be delivered to City at closing.

2. Termination of Option. RTLP has determined not to exercise the final extension period under the Option Agreement described in Exhibit B hereto, and has agreed to make no claim of entitlement to said final option. The parties agree that the Option and all restated versions thereof is hereby terminated, and that RTLP shall have no further claim to the Optioned Property under the Option except for participation in the pending sale to Randall & Vicki Stephens. The pending sale to Randall & Vicki Stephens must close during calendar year 2015 as a condition precedent to RTLP's participation in the sale. RTLP's share of the projected sale shall be calculated as prescribed in the Option and is estimated to have a value of eight thousand four hundred ten and 77/100 cents ($8,410.77). Termination shall be evidenced and effectuated by the execution and recording of the Termination of Purchase Option attached hereto as Exhibit C.

3. Consideration. City shall pay RTLP fifty-seven thousand seven hundred fifty dollars and 00/100 cents ($57,750.00) for the Purchased Property (the "Purchase Price") at closing. The Purchase Price shall be deposited by City into an escrow account with Cascade Title Company, and shall be paid to RTLP at closing subject to all adjustments and prorations provided for herein. Further, the City's agreement to repurchase the Purchased Property when it is under no obligation to do so shall serve as consideration in support of RTLP's execution of the Termination of Purchase Option.

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

4.1. Title Review. City has obtained a title report for the Purchased Property and expressly agrees that all exceptions, defects and encumbrances that were of record when City originally sold the Purchased Property to RTLP are hereby accepted by City in connection with this transaction.

4.1.1. New Exceptions. To the extent there are exceptions, defects and encumbrances of record that have arisen since the original closing, City will notify RTLP in writing within ten (10) business days from the execution of this Agreement of any such new exceptions, defects and encumbrances to which City objects ("title objections"). RTLP shall then have ten (10) business days from receipt of City's notice of title objections to give City written notice either that: 1) RTLP shall, before closing, remove all identified title objections at no cost to City, and in each such case RTLP shall promptly provide City with evidence

satisfactory to City of RTLP's ability to so remove such title objections; or 2) RTLP elects, in its sole discretion, not to cause one or more of such title objections to be removed. RTLP's determination not to cause one or more title objections to be removed shall not constitute default, but shall release the City, at the City's discretion, from its obligation to repurchase the Purchased Property with no penalty by giving RTLP notice thereof within ten (10) business days of receiving RTLP's notice of non-removal. If RTLP fails to deliver a response to City's title objections within the stated ten (10) business day period, then RTLP shall be deemed to have elected NOT to cause any of the title objections to be removed. If City fails to deliver timely written notice of termination, then City shall be deemed to have waived its title objections.

4.1.2. Monetary Encumbrances. Notwithstanding anything in this Agreement to the contrary, RTLP shall remove all monetary encumbrances and monetary defects that have not been prorated at or before closing. The terms **"**monetary encumbrances**"** or "monetary defects" as used herein mean encumbrances or defects to title that by their terms require the payment of money, whether in installments or at a fixed time or otherwise, including, but not limited to, mortgages, deeds of trust, mechanics' or materialmen's liens, but shall not include liens associated with public improvement districts and special assessments. If monetary encumbrances or monetary defects exist as to the Purchased Property that are not cured or waived in a timely manner, the City shall, at its discretion, be released of its obligation to purchase the Purchased Property with no penalty.

4.1.3. Other Due Diligence. City will conduct a full review of legal, title, environmental, archaeological and any other related issues and subject to the terms, conditions and representations herein, and within fifteen (15) days of receipt of relevant documents from RTLP, will complete its due diligence on the Purchased Property. The City and its contractors, consultants and agents and the employees, officers or directors of any of them, shall not damage the Purchased Property or any portion thereof or create any liabilities for RTLP in connection with any on site activities. After any on site activities by the City or its agents, the City will restore the Purchased Property to its prior condition. The City shall indemnify, hold harmless and defend RTLP against any and all claims, damages (both personal injury and property damages) and liabilities arising out of any activities of the City or its contractors, consultants, or agents or the employees, officers, or directors of any of them on or around the Purchased Property. RTLP shall provide to City copies of all documentation and reports that it has reasonable access to (other than those documents and reports previously provided to RTLP by City) relating to the Purchased Property, including, for example, soil tests, environmental reports and similar reports. City reserves the right to be released from its obligation to purchase the Purchased Property under this Agreement if, within fifteen (15) business days of receipt of additional reports and documentation from RTLP, the City determines that the review of the reports is, in its sole opinion, unsatisfactory. In the event the City elects, under this section, to be released from its obligation to purchase the Purchased Property, the provisions of this Agreement related to purchase and sale of the Purchased Property shall be without force and effect, and neither party shall have any obligations to the other pursuant to those provisions. All provisions of this Agreement regarding termination of the Option Agreement shall remain in full force and effect.

4.2. Council Approval. The closing of this transaction is contingent upon approval by the City Council of the City of Richland.

5. Closing. The closing of this transaction, and delivery of all items, shall occur at Cascade Title Company:

C/O Pam Wilson
Escrow Officer, LPO
8203 W Quinault Ave #10
Kennewick, WA 99336
509-783-0660 x 17

On or before the date of closing, as described below, City shall deliver to the escrow company, Cascade Title Company, the total cash consideration in the form of immediately available funds. RTLP shall deliver the Deed, and the Termination of Purchase Option to Cascade Title Company for placing in escrow. Cascade Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Purchased Property in City, Cascade Title Company shall record and deliver to City the deed; and issue and deliver to City the standard owner's policy of title insurance. Cascade Title Company shall also record the Termination of Purchase Option (Exhibit C).

5.1. Closing Costs. Each party shall pay its own attorney's fees. RTLP shall pay all transfer taxes, recording costs, escrow fees, and full premium for a standard owner's policy of title insurance. Real property taxes (excluding assessments) for the then-current tax year relating to the Purchased Property shall be prorated. All unpaid assessments, if any, existing as of the closing date shall be prorated between City and RTLP as of the closing date. Any other closing costs not specifically addressed in this Agreement shall be apportioned according to the customary practices for commercial real estate transactions.

5.2. Closing Date. Closing on this Purchase and Sale Agreement is contingent upon the City's satisfaction with the conditions in Section 4 of this Agreement and issuance of a standard owner's policy of title insurance. Both parties desire to expedite this transaction and will attempt to close within 45 days of execution of this Agreement. In any event, this Agreement shall terminate and be of no further effect if closing does not occur on or before May 1, 2015. This date may be extended by mutual agreement of the parties.

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the closing date, RTLP shall not make any material alterations to the Purchased Property, or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Purchased Property,

nor enter into any leases or agreements pertaining to the Purchased Property without City's prior written consent.

6.1.2. From the date of this Agreement through the closing date, RTLP shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Purchased Property without City's prior consent.

6.1.3. From the date of this Agreement through the closing date, RTLP will operate and maintain the Purchased Property in a manner consistent with RTLP's past practices relative to the Property and so as not to cause waste to the Purchased Property.

6.2. Seller's Representations and Warranties. RTLP hereby makes the following representations and warranties to City, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. RTLP shall immediately provide City with written notice of any event which would make any representation or warranty set forth below incorrect or untrue. In addition to any other remedies available at law or in equity, City may elect to terminate this Agreement without penalty upon notice from RTLP prior to closing that one or more of the representations or warranties contained herein are incorrect or untrue.

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

6.2.2. RTLP is a Washington limited partnership, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. RTLP holds title to the Purchased Property in fee subject to any encumbrances of record, and is legally authorized to transfer ownership of said property.

6.2.3. To RTLP's Knowledge, RTLP has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Purchased Property are pending or threatened.

6.2.4. RTLP has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Purchased Property or the Option Property.

6.2.5. To RTLP's Knowledge, RTLP has not received any written notice from any governmental authority or regulatory agency that RTLP's use of the Purchased Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation effecting the Property.

6.2.6. To RTLP's Knowledge, no special or general assessments have been levied against the Purchased Property except those disclosed in the Preliminary Title Report, and RTLP has not received written notice that any such assessments are threatened.

6.2.7. RTLP is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.8. RTLP represents and warrants that, to RTPL's Knowledge, there are no hazardous substances in, on, or under the Purchased Property that are in quantities or in concentrations that violate any applicable state, federal or local laws. For purposes of this representation, "Hazardous Substances" means any substance, material or waste that is designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including, without limitation petroleum or natural gas.

6.2.9. RTLP represents and warrants that, to RTPL's Knowledge, the Purchased Property is not an archeologically significant site.

For purposes of this Section 6.2, RTPL's Knowledge shall mean the actual knowledge of Dennis Vrabek, without inquiry or duty to inquire.

6.3. Purchaser's Representations and Warranties. City hereby represents and warrants to RTLP as follows:

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

6.3.2. City is a municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

6.3.3. City represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties of the RTLP and the City contained in Section 6 of this Agreement shall survive both the delivery and recording of the deed from RTLP to the City, and the termination of the Option.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If, prior to the closing date: (i) the Purchased Property shall individually sustain damage caused by casualty which would cost ten thousand dollars ($10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of either the Purchased Property has occurred, or is threatened, which

would materially affect the value of the property, either City or RTLP may, at its option, terminate this Agreement by providing written notice to the other party within five (5) business days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such five (5) business day period, the closing shall take place as provided herein with a credit against the purchase price in an amount equal to any insurance proceeds or condemnation awards actually collected by RTLP. At closing, RTLP shall assign to City all of RTLP's interest in any insurance proceeds or condemnation awards which may be due but unpaid to RTLP on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Purchased Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1., neither City nor RTLP shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the purchase price equal to the cost to repair that portion of the Purchased Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, City shall assign to RTLP all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. City's Remedies. In the event of material breach of this Agreement by RTLP, City shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity.

9. RTLP's Remedies. In the event of material breach of this Agreement by City, RTLP shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity.

10. Miscellaneous.

10.1. Finder's Fee. City and RTLP each agree that a real estate finder's fee is not due to each other or any other individual or entity. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a Finder's Fee made as a result of the indemnifying party's conduct. The provisions of this section shall survive closing.

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

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by

certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO SELLER:
Richland Triangle Limited Partnership
Attn: Dennis Vrabek
606 2nd Street
Kirkland, WA 98033

With a copy to:
Weyerhaeuser Realty Investors, Inc.
Attn: Ali Seals, Counsel
33663 Weyerhaeuser Way S.
Mail Stop CH 1 M27
Federal Way, WA 98003

TO PURCHASER:
City of Richland
Attn: City Attorney
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352

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

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

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

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

10.7. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and all related documents, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

10.8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

10.9. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information provided for in this Agreement. The parties agree to take further action and execute further documents, both

jointly or within their respective power and authority, as may be reasonably necessary to implement the intent of this Agreement. Provided, however, that nothing in this section affects a party's right to make any decision that is determined to be within that party's sole discretion.

10.10. Waiver of Disclosure Statement. City expressly waives the right to receive a Seller's Commercial Real Estate Disclosure Statement provided for by RCW 64.06.

10.11. Full Performance and Survival. The delivery of the deed and any other documents and instruments by RTLP and the acceptance and recordation thereof by City shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

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

10.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of RTLP under this Agreement. RTLP is encouraged to review the completed contract and all relevant documents with counsel before signing this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

City of Richland	**Richland Triangle Limited Partnership**
_____	_____
By: Cynthia D. Johnson, ICMA-CM	By: _____
Its: City Manager	Its: _____

ATTESTED:

_____
Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

_____
Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2015, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing Agreement for Purchase of Real Property and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Agreement for Purchase of Real Property and Termination of Option, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ___ day of _____, 2015.

_____
Print Name:

_____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____

After recording please return to:
City Attorney
City of Richland
P.O. Box 190 MS 07
Richland, WA 99352

TERMINATION OF PURCHASE OPTION

This Termination of Purchase Option ("Termination") is dated as of March ____, 2015 by and between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and **Richland Triangle Limited Partnership**, a Washington corporation (hereinafter referred to as "RTLP").

I. Recitals

WHEREAS, City and RTLP entered into a Real Estate Option Agreement on October 18, 1993 relating to certain real property located in the City of Richland, County of Benton, State of Washington ("Option Agreement"); and

WHEREAS, said Option Agreement was recorded under Auditor File No. 1993-33453 in the Official Records of Benton County, Washington in order to put interested parties on notice of RTLP's Purchase Option; and

WHEREAS, on January 31, 1997, City and RTLP executed an Amended and Restated Real Estate Option Agreement ("Restated Option Agreement") that superseded, in its entirety, the 1993 Option Agreement, and became the controlling agreement between the Parties that is the subject of this Termination of Purchase Option; and

WHEREAS, pursuant to the Restated Option Agreement, RTLP acquired an exclusive option to purchase the Option Property, which consists of the first four hundred and fifty (450) net acres of West Campus sold by or to Optionee, regardless of its location in West Campus; and

WHEREAS, the Restated Option Agreement has been terminated by the parties and is no longer of any force or effect; and

WHEREAS, City and RTLP now desire to cause this Termination to be recorded in the Official Records of Benton County, Washington in order to put interested parties on notice that the Restated Option Agreement has been terminated.

II. Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and RTLP hereby (a) terminate the Restated Option

Agreement, (b) agree that RTLP's Purchase Option has terminated, and (c) agree that the Restated Option Agreement is void and of no force or effect.

IN WITNESS WHEREOF, City and RTLP have executed this Termination as of the date first written above.

CITY OF RICHLAND

_____
By: Cynthia D. Johnson
Its: City Manager

RICHLAND TRIANGLE LIMITED PARTNERSHIP

_____
By: _____
Its: _____

ATTESTED:

_____
Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

_____
Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2015, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing Memorandum of Termination of Purchase Option and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Memorandum of Termination of Purchase Option, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ___ day of _____, 2015.

_____
Print Name:

_____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____

RESOLUTION NO. 43-15

A RESOLUTION of the City of Richland approving that certain Purchase and Sale Agreement by and between the City of Richland and Farrell Clontz of F & L Investments.

WHEREAS, the City of Richland is the record owner of 58,900 square feet of city-owned surplus property, described as a portion of Lot 2 and a portion of Lot 3 of Record Survey No. 3895 in the Horn Rapids Business Center, 58,900 square foot of combined city-owned property along the south side of Henderson Loop of the Horn Rapids Industrial Park; and

WHEREAS, pursuant to Richland Municipal Code Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property that is in the best interest of the city; and

WHEREAS, the aforesaid city-owned property is managed by the Economic Development Office and is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, setting prices for city-owned surplus property, the 58,900 square foot business center combined property is available for sale at $1.75 per square foot, for a total price of $103,075.00; and

WHEREAS, Farrell Clontz of F & L Investments has agreed to purchase the property for said amount; and

WHEREAS, at their February 23, 2015 meeting, the Economic Development Committee provided a positive recommendation to the Council for the sale of the 58,900 square foot of combined city-owned surplus property in the Horn Rapids Business Center to Farrell Clontz of F & L Investments; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland finds and declares that the portions of Lot 2 and the portion of Lot 3 of Record Survey No. 3895 in the Horn Rapids Business Center, 58,900 square foot of combined city-owned property along the south side of Henderson Loop, be sold to Farrell Clontz of F & L Investments at the price established by Resolution No. 35-13 for business center property of $1.75 per square foot, for a total sale price of $103,075.00.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

EXHIBIT–BOUNDARY LINE ADJUSTMENT

EXHIBIT A
F&L INVESTMENTS
PURCHASE & SALE AGREEMENT
"*NEW PARCEL 2*" - 58,900 SF
A PORTION OF PARCEL 2 AND A
PORTION OF PARCEL 3 OF
RECORD SURVEY #3895.

HENDERSON LOOP (ACCESS ESMT) AF#2003–041936

S54°53'45"E 174.00 | N54°53'45"W 155.00 | N54°53'45"W 168.58

39' | 59'

NEW PARCEL 1
66,120 SF
1.52 ACRES

NEW PARCEL 2
58,900 SF
1.35 ACRES

NEW PARCEL 3
64,060 SF
1.47 ACRES

127083000014000
QCD/AF#2007–041101

N35°06'31"E 380.00

PARCEL 1
RS#3895
127083000017000

EXISTING PROPERTY LINE

N35°06'31"E 380.00

PARCEL 2
RS#3895
127083000018000

EXISTING PROPERTY LINE

N35°06'31"E 380.00

PARCEL 3
RS#3895
127083000019000

N35°06'31"E 380.00

LOT 1
SP#3298

GRAPHIC SCALE
0 25' 50' 100'
1 INCH = 50' FT.

174.00 S54°53'45"E | 155.00 S54°53'45"E | 168.58 N54°53'45"W

TRACT E BSP #2056

100' ELECTRICAL ESMT
ORD 27–82

100'

DATE: 2/24/15

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ___ day of _____, 2015, between **F & L INVESTMENTS, LLC**, ("Purchaser"), and the **CITY OF RICHLAND**, a Washington municipal corporation, ("Seller").

1 Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1 The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

[See Exhibit A]

1.2 Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

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

1.4 Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2 Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of One Hundred Three Thousand Seventy Five Dollars ($103,075.00) for approximately Fifty Eight Thousand Nine Hundred (58,900) square feet of property, and other good and valuable consideration. Seller shall pay for all survey costs, prepare all land transfer documents, and complete all legal transaction documents. The actual purchase price will be based off of the final acreage mutually agreed upon by Seller and Purchaser and as described in Exhibit A and shown on Exhibit B.

2.1 Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Cascade Title a check in the amount of Two Thousand Five Hundred Dollars ($2,500.00) in form and content of attached hereto within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. Earnest Money Deposit will be returned if Purchaser cannot close on the conditions set in this Agreement. If for any reason, the Purchaser terminated this purchase and sale agreement and items specified in Section 4 have been completed, the costs incurred for these services will be deducted from the earnest money deposit.

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

3.1 Executed Contract. The "executed contract" date is the date that both parties have signed the purchase and sale agreement. If the purchase and sale agreement are signed on different days, the "executed contract" date is the most recent date noted. Both Purchaser and Seller must sign this purchase and sale agreement within twenty (20) business days of approval from the City Council. If signatures are not received by both parties within twenty (20) business days, this agreement is automatically terminated.

3.2 Legal Description. Seller shall survey the property and develop a legal description for the property and other easements that may be needed for the completion of the project. Said legal description shall be provided to the Purchaser for review. The Purchaser shall have five (5) business days to complete said review and provide comments back to the Purchaser. Upon acceptance of the legal description by both parties (the "Acceptance Date"), Seller shall draft the documents necessary to segregate the Property, and shall record said documents with the Benton County Auditor. The accepted legal description shall be attached to this Agreement as Exhibit A, and to all other legal documents necessary to lawfully execute this land transfer.

3.3 Title Review. Within five (5) days after the Acceptance Date, Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Seller.

3.4 Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2 above. Said due diligence period may be extended an additional ten (10) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological, and any other related issues. Seller will promptly provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period, Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review. If upon review the Seller determines that the site plans will not meet the standards of the Horn Rapids Master Plan and Development Standards as provided in Exhibit C in Seller's opinion, Seller may, at its option, elect to terminate this Agreement by giving Purchaser written notice of termination prior to the end of the due diligence period.

3.5 Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

4 Closing. On or before the date of closing, Purchaser shall deliver to the escrow company, Cascade Title Company, all closing costs, including the Purchase Price for the Property. Purchaser shall deliver the Deed, as approved by Seller, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1 Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one half of all recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one half of all transfer taxes, recording costs and escrow closing costs.

4.2 Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than thirty (30) business days after the last day of the due diligence period. If closing has not occurred by this date, this agreement will automatically be terminated.

5 Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed. Closing shall record on the deed the Buyers' agreement to develop within the Development Standards described in the Horn Rapids Master Plan (Exhibit C) and this agreement.

6 Covenants, Representations and Warranties.

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

6.1.1 From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchaser's prior written consent.

6.1.2 During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3 Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

6.1.4 During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.1.5 Seller shall reasonably cooperate with Purchaser to obtain approvals and permits for the development of the Property.

6.2 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

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

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

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

6.2.5 No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has not received written notice that any such assessments are threatened.

6.2.6 Seller is not a "foreign person" for purposes of *Section 1445 of the Internal Revenue Code*.

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

6.3 Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing:

6.3.1 Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event the purchaser states that it is a corporation or a limited liability

company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract. This agreement is contingent upon purchaser obtaining financing sufficient to close within the thirty (30) business days allowed per the Due Diligence period in Section 3.4 of this purchase and sale agreement.

6.3.2 Purchaser represents that it has sufficient funds to close this transaction.

6.3.3 Purchaser further represents that the property will be developed as a light industrial use with office space and laydown yard, with required landscaping throughout per the Horn Rapids Master Plan and Development Standards. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 9.13. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use.

6.4 Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7 Casualty and Condemnation.

7.1 Material Casualty or Condemnation. If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars ($10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by providing written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2 Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1, neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8 Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or

hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9 Miscellaneous.

9.1 Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

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

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

TO SELLER:
City of Richland
Attn: Economic Development
505 Swift Boulevard, P.O. Box 190
Richland, Washington 99352
Phone: (509) 942-7582

TO PURCHASER:
F & L Investments, LLC
4360 Northlake Drive
West Richland, Washington 99353
Phone: (509) 521-1517

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

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

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

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

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

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

9.9 Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.10 Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

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

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

9.13 Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of a light industrial use with office space and laydown yard. If Purchaser fails to submit an application to Seller for approval of building plans within six (6) months of Closing, the Seller reserves the right to reclaim title to this Property. If Purchaser does not initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to this Property. The Seller shall reclaim this Property by refunding the original Purchase Price, as provided in Section 2 Purchase Price above, without interest. The Purchaser will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives forty-eight (48) months after closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchasers to any third party within the forty-eight (48) month reversionary period. This reversionary clause shall survive the delivery of the Deed.

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

[Signature page to follow]

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

CITY OF RICHLAND – SELLER

_____ _____
By: Cynthia D. Johnson Date
Its: City Manager

F&L INVESTMENTS – PURCHASER

2/25/15
By: Farrell Clontz Date
Its: Member

APPROVED AS TO FORM:

_____ _____
By: Heather Kintzley Date
Its: City Attorney

_____ _____
By: Name Date
Its: Member

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 44-15, Approving the Sale of 0.34 Acres in the Horn Rapids Business Center to Michele G. Abrams

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	44-15	Resolution

Recommended Motion:

Adopt Resolution No. 44-15, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Michele G. Abrams for the purchase of 0.34 acres in the Horn Rapids Business Center along the south side of Henderson Loop.

Summary:

Michele G. Abrams is the new owner of the Thomas O'Neil Winery property and is proposing to purchase the west 39 feet of Parcel 2 of Record Survey No. 3895 in the Horn Rapids Business Center to accommodate an expansion of parking and a driveway.

The purchase price is $1.75 per square foot for the 14,820 square feet of property, amounting to estimated gross proceeds of $25,935.00. The proposed price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Industrial Park, in September 2013.

Ms. Abrams will combine the purchased 39 feet with her property through a boundary line adjustment.

The proposed purchase was reviewed by the Economic Development Committee, recommending approval at their February 23, 2015, meeting.

Fiscal Impact:	The Purchaser will pay $25,935.00 for the 0.34 acres of Horn Rapids Business Center property. Net proceeds after closing will be put in the City's Industrial Development Fund, less approximately $2,251 allocated to the City's utility funds to reimburse for improvements.

Attachments:

1. Resolution No. 44-15
2. Site Plan
3. Draft PSA - Abrams

RESOLUTION NO. 44-15

A RESOLUTION of the City of Richland approving that certain Purchase and Sale Agreement by and between the City of Richland and Michele G. Abrams.

WHEREAS, the City of Richland is the record owner of 1.35 acres of city-owned surplus property, described as Parcel 2 of Record Survey No. 3895 of the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property that is in the best interest of the city; and

WHEREAS, the 1.35 acre city-owned Parcel 2 of Record Survey No. 3895 is managed by the Economic Development Office and is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, setting prices for city-owned surplus property, the 1.35 business center property is available for sale at $1.75 per square foot; and

WHEREAS, Michele G. Abrams has agreed to purchase the west 39 feet of said Parcel 2 of Record Survey No. 3895 for the purpose of accommodating expanded parking and a driveway for the neighboring winery; and

WHEREAS, at their February 23, 2015 meeting, the Economic Development Committee provided a positive recommendation to the Council for the sale of the west 39 feet of Parcel 2 of Record Survey No. 3895, totaling 14,820 square feet, to Michele G. Abrams, for the price of $25,935.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland finds and declares that the 14,820 square feet of city-owned property, being the west 39 feet of Lot 2 of Record Survey No. 3895 and located in the Horn Rapids Business Center, be sold to Michele G. Abrams at the price established by Resolution No. 35-13 for business center property of $1.75 per square foot, for a total sale price of $25,935.00.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

EXHIBIT–BOUNDARY LINE ADJUSTMENT

EXHIBIT A
MICHELE G. ABRAMS
PURCHASE & SALE AGREEMENT
"*NEW PARCEL 1*" - WEST 39 FEET OF EXISTING PARCEL 2 of RECORD SURVEY #3895

HENDERSON LOOP (ACCESS ESMT) AF#2003–041936

S54°53'45"E 174.00 | N54°53'45"W 155.00 | N54°53'45"W 168.58

39' | 59'

NEW PARCEL 1
66,120 SF
1.52 ACRES

NEW PARCEL 2
58,900 SF
1.35 ACRES

NEW PARCEL 3
64,060 SF
1.47 ACRES

127083000014000
QCD/AF#2007–041101

N35°06'31"E 380.00

PARCEL 1
RS#3895
127083000017000

EXISTING PROPERTY LINE

N35°06'31"E 380.00

PARCEL 2
RS#3895
127083000018000

EXISTING PROPERTY LINE

N35°06'31"E 380.00

PARCEL 3
RS#3895
127083000019000

N35°06'31"E 380.00

LOT 1
SP#3298

GRAPHIC SCALE
0 25' 50' 100'
1 INCH = 50' FT.

174.00 S54°53'45"E | 155.00 S54°53'45"E | 168.58 N54°53'45"W

TRACT E BSP #2056

100' ELECTRICAL ESMT
ORD 27–82

100'

DATE: 2/24/15

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this 27th day of February, 2014, between MICHELE G. ABRAMS, an unmarried woman ("Purchaser"), and the CITY OF RICHLAND, a Washington municipal corporation, ("Seller").

1 Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1 The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

[See Exhibit A]

1.2 Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

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

1.4 Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2 Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of Twenty Five Thousand Nine Hundred Thirty Five Dollars ($25,935.00) for approximately Fourteen Thousand Eight Hundred Twenty (14,820) Square Feet of property, and other good and valuable consideration. Seller shall pay for all survey costs, prepare all land transfer documents, and complete all legal transaction documents. The actual purchase price will be based off of the final acreage mutually agreed upon by Seller and Purchaser and as described in Exhibit A and shown on Exhibit B.

2.1 Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Cascade Title a check in the amount of Two Thousand Five Hundred Dollars ($2,500.00) in form and content of attached hereto within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. Earnest Money Deposit will be returned if Purchaser cannot close on the conditions set in this Agreement. If for any reason, the Purchaser terminated this purchase and sale agreement and items specified in Section 4 have been completed, the costs incurred for these services will be deducted from the earnest money deposit.

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

3.1 Executed Contract. The "executed contract" date is the date that both parties have signed the purchase and sale agreement. If the purchase and sale agreement are signed on different days, the "executed contract" date is the most recent date noted. Both Purchaser and Seller must sign this purchase and sale agreement within twenty (20) business days of approval from the City Council. If signatures are not received by both parties within twenty (20) business days, this agreement is automatically terminated.

3.2 Legal Description. Seller shall survey the property and develop a legal description for the property and other easements that may be needed for the completion of the project. Said legal description shall be provided to the Purchaser for review. The Purchaser shall have five (5) business days to complete said review and provide comments back to the Purchaser. Upon acceptance of the legal description by both parties (the "Acceptance Date"), Seller shall draft the documents necessary to segregate the Property, and shall record said documents with the Benton County Auditor. The accepted legal description shall be attached to this Agreement as Exhibit A, and to all other legal documents necessary to lawfully execute this land transfer.

3.3 Title Review. Within five (5) days after the Acceptance Date, Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Seller.

3.4 Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2 above. Said due diligence period may be extended an additional ten (10) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological, and any other related issues. Seller will promptly provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period, Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review. If upon review the Seller determines that the site plans will not meet the standards of the Horn Rapids Master Plan and Development Standards as provided in Exhibit C in Seller's opinion, Seller may, at its option, elect to terminate this Agreement by giving Purchaser written notice of termination prior to the end of the due diligence period.

3.5 Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

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4 Closing. On or before the date of closing, Purchaser shall deliver to the escrow company, Cascade Title Company, all closing costs, including the Purchase Price for the Property. Purchaser shall deliver the Deed, as approved by Seller, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1 Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one half of all recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one half of all transfer taxes, recording costs and escrow closing costs.

4.2 Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than thirty (30) business days after the last day of the due diligence period. If closing has not occurred by this date, this agreement will automatically be terminated.

5 Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed. Closing shall record on the deed the Buyers' agreement to develop within the Development Standards described in the Horn Rapids Master Plan (Exhibit C) and this agreement.

6 Covenants, Representations and Warranties.

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

6.1.1 From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchaser's prior written consent.

6.1.2 During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3 Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

6.1.4 During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

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6.1.5 Seller shall reasonably cooperate with Purchaser to obtain approvals and permits for the development of the Property.

6.2 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

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

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

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

6.2.5 No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has not received written notice that any such assessments are threatened.

6.2.6 Seller is not a "foreign person" for purposes of *Section 1445 of the Internal Revenue Code*.

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

6.3 Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing:

6.3.1 Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event the purchaser states that it is a corporation or a limited liability

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company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract. This agreement is contingent upon purchaser obtaining financing sufficient to close within the thirty (30) business days allowed per the Due Diligence period in Section 3.4 of this purchase and sale agreement.

6.3.2 Purchaser represents that it has sufficient funds to close this transaction.

6.3.3 Purchaser further represents that the purchased property will be developed in compliance with the landscaping requirements per the Horn Rapids Master Plan and Development Standards. Deviation from this intended use must be authorized by the Seller in writing. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use.

6.4 Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7 Casualty and Condemnation.

7.1 Material Casualty or Condemnation. If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars ($10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by providing written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2 Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1, neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8 Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

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9 Miscellaneous.

9.1 Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

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

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

TO SELLER:
City of Richland
Attn: Economic Development
505 Swift Boulevard, P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7582

TO PURCHASER:
Michele G. Abrams
2611 Thoroughbred Way
Richland, Washington 99352
Phone: (509) 308-1510 cell

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

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

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

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

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

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

9.9 Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.10 Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

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

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

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

[Signature page to follow]

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

CITY OF RICHLAND – SELLER

_____ _____
By: Cynthia D. Johnson Date
Its: City Manager

MICHELE G. ABRAMS – PURCHASER

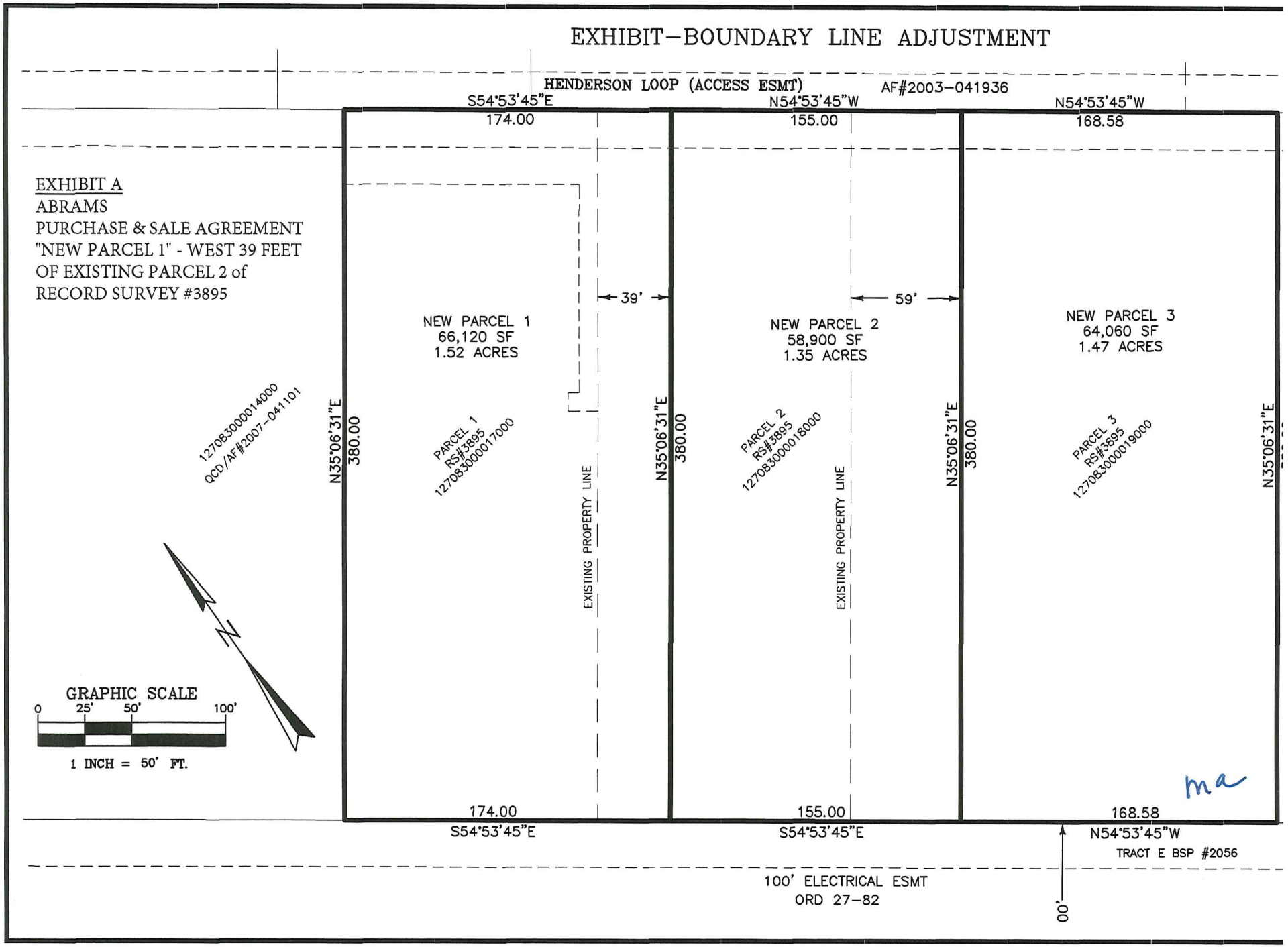
Michele G Abrams 2/27/15
By: Michele G. Abrams Date

APPROVED AS TO FORM:

_____ _____
By: Heather Kintzley Date
Its: City Attorney

_____ _____
By: Name Date
Its: Member

EXHIBIT–BOUNDARY LINE ADJUSTMENT



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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality
Key 4 - Targeted Investments

Subject:
Resolution No. 53-15, Awarding First Quarter 2015 Commercial Improvement Program/Facade Improvement Program Grants

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	53-15	General Business Item

Recommended Motion:
Adopt Resolution No. 53-15, awarding first quarter Façade Improvement Grant applications for 2015.

Summary:

The Commercial Improvement Program, also known as the Façade Improvement Program, is funded by the 2014 Business License Reserve Fund. With funding successfully awarded on February 17, 2015, by Council, applications for the Program were received and reviewed for the first quarter of 2015.

Two projects have applied for the program, both are eligible under the terms established by the Economic Development Committee and approved by City Council. The projects were reviewed by the Economic Development Committee at their February 23, 2015, Meeting. Both projects were recommended for funding approval by the Committee. The projects are both located in Downtown Richland.

Handworks is located at 706 George Washington Way. The applicant plans to renovate and modernize the building façade for their continued use of the building. Prospere Ventures is located at 707 George Washington Way/702 The Parkway. The applicant intends to demolish the existing building (unoccupied since roughly 1994) and build a new multi-tenant building with a restaurant, bar, and distillery. Both projects represent significant improvements to the respective properties as well as being prime examples of why this program was established.

Analysis presented to the Economic Development Committee of the projects including the applications are attached for reference.

Fiscal Impact:	Approval of these awards will result in up to $50,000 in reimbursements being made for qualifying expenditures on façade improvements for the properties located at 706 George Washington Way and 707 George Washington Way. These funds were allocated to the Commercial Improvement Program from the Business License Reserve Fund by Council action on February 17, 2015.

Attachments:

1. Resolution No. 53-15 Awarding Facade Improvement Grants
2. Memo to the Economic Development Committee

RESOLUTION NO. 53-15

A RESOLUTION of the City of Richland awarding the first quarter Façade Improvement Grant applications for 2015.

WHEREAS, improvement of the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, the Richland City Council adopted Ordinance No. 15-08 on July 15, 2008, authorizing the establishment of a Commercial Improvement Program for the purpose of improving the exterior of buildings within the City; and

WHEREAS, the Economic Development Committee reviews and recommends to the Richland City Council projects for funding from the Commercial Improvement Program; and

WHEREAS, Marjorie Rogers and Jim Gillett, as the property owners, propose a project to renovate the building at 706 George Washington Way in the City of Richland, including exterior façade with stucco, wall sign, and exterior lighting; and

WHEREAS, Prospere Ventures propose a project, as the property owner, to renovate the building at 702 Parkway in the City of Richland, including exterior façade with stucco, wall sign, metal awnings, sidewalk furniture, and exterior lighting; and

WHEREAS, at the February 23, 2015 Economic Development Committee meeting, the committee determined the proposed projects are consistent with the program guidelines and recommended approval of the proposed project to the Richland City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, authorizes the City Manager to enter into a contract to reimburse Marjorie Rogers and Jim Gillett and Prospere Ventures for specified exterior façade improvements at 702 The Parkway and 706 George Washington Way, respectively.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

COMMUNITY & DEVELOPMENT SERVICES DEPARTMENT

MEMORANDUM

TO: Economic Development Committee

FROM: Redevelopment Development Division

THROUGH: Redevelopment Development Division

DATE: February 23, 2015

SUBJECT: Commercial Improvement Program (Façade Improvement Program)

ITEM #: 2

ISSUE:

The issue before the Economic Development Committee is the review and recommendation of applications for funds from the 2015 Commercial Improvement Program.

RECOMMENDATION:

Recommend to City Council the funding of Commercial Improvement Projects as follows:

Project	Amount
CIP2015-001 – 702 Parkway/707GWW, Prosper Ventures	$40,000
CIP2015-002 – 706 George Washington Way, Handworks PLLC	$10,000

BACKGROUND:

At the January 26 meeting of the Economic Development Committee, staff discussed converting to rolling acceptance of Commercial Improvement Program applications. During the month of February, two applications were received. Applicants include:

- Prospere Ventures – 702 Parkway/707 George Washington Way
- Handworks Northwest PLLC – 706 George Washington Way

Prosper Ventures is an application for a full renovation of 702 Parkway/707 George Washington Way, a long abandoned building adjacent the park plaza in the Parkway. The proposed renovation will create spaces for a new restaurant, a distillery, and a specialty bar. The applicant has the distillery and bar tenants secured and is working to secure the restaurant tenant at this time. The combination of multiple businesses and physical location of the building results in multiple store fronts as has been defined and interpreted by the Economic Development Committee in the past. The proposed building will be divided into two suites, each with a frontage on both George Washington Way and The Parkway. This results in four (4) eligible store fronts or a total of $40,000 in reimbursements. The included designs are consistent with the goals of the Commercial Improvement Program and the Central Business Design Standards.

Handworks Northwest is an application for a façade improvement to their existing location at 706 George Washington Way. They intend to continue to occupy the building. The proposed design is consistent with the goals of the Commercial Improvement Program and the Central Business District Design Standards.

FISCAL IMPACT:

Approval of this recommendation by City Council will result in expenditure of up to $50,000 from the Commercial Improvement Program. The funds available for 2015 are $100,000. If awarded there will be sufficient funds available for at least five (5) additional store fronts in 2015.

APPLICABLE CODE:

5.04.385 UTILIZATION OF BUSINESS LICENSE FEE REVENUES.

A reserve to be known as the business license reserve is hereby created. The reserve will be based upon the following formula: an average of the actual prior two years' business license fees revenues will establish the base annually. Of this average figure, 22 percent will be reserved and accumulated annually. Reserves will be utilized to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. [Ord. 17-90; Ord. 18-91; Ord. 15-08].

5.04.386 ORGANIZATIONS QUALIFIED TO USE BUSINESS LICENSE RESERVES.

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, and business improvement districts. These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The determination of the appropriate groups to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council. [Ord. 17-90; Ord. 15-08; Ord. 09-13 § 1.01].

5.04.387 CITY OF RICHLAND DEPARTMENT USE OF BUSINESS LICENSE RESERVES.

City of Richland departments are also eligible for use of business license reserves for program or capital expenditures that meet the criteria as set forth in RMC 5.04.385 and as recommended by the economic development committee as set forth in RMC 5.04.386. [Ord. 15-08; Ord. 09-13 § 1.02].

ATTACHMENTS

Exhibit A – February 2015 Façade Program Applications

Commercial Improvement Program Application

Business Information

Business Owner's Name(s): Marjorie Rogers ☐ *Applicant*

Business Name: Handworks Northwest PLLC

Business License Number: 602 129 420

Business Address: 706 George Washington Way, Richland WA 99352

Business Phone: 509-946-9200 Business Fax: 509-943-0649

Property Information

Property Owner's Name(s): Marjorie Rogers and Jim Gillett ☐ *Applicant*

Assessor's Parcel Number: 111984020630002

Property Address: 706 George Washington Way, Richland WA 99352

Property Owner's Mailing Address: Same

Property Owner's Phone: 509-946-9200 Fax: 509-943-0649

Project Information

Attach additional pages if necessary

1. Have you utilized this program before? ☐Yes ☒No

If yes, what year and monetary amount did you receive? Please indicate funding level and identify the project(s).

2. Provide a complete description of the planned improvements and how they will enhance your business district.

The new design will modernize the frontage and entrance to the

☐ *Attach an illustration of the project to this application.*

3. Will the project require any permits? ☐Yes ☐No

Please describe: Possibly yes. See Attachment

For permit information, please contact City of Richland Permit Services at 942-7587.

For more information about the program or to obtain an application form, contact the Richland Economic Development Division, P.O. Box 190 – MS 18, Richland, WA 99352, (509) 942-7725.

4. Project Costs

Estimated Total project cost:	$ $32,320.77
Expenses (please attach at least 2 estimates)	***Amount***
Design	$ $3428.50
Labor	$ $26,678.00
Materials/Equipment	$
Sales Tax	$ 2,214.27
Other	$
Funding Sources	***Amount***
Business Owner	$
Property Owner	$ $22,320.77
City ($10,000/Storefront & Maximum of 50%)	$ $10,000.00
Other	$
Total (Must match Estimated Total project cost)	$ $32,320.77

5. Project schedule:

Estimated Starting Date May 2015 Estimated Completion Date June 2015

6. If you are not the building or property owner, do you have permission from the building or property owner to make the above described improvements? ☐ Yes ☐ No

*Name of Building or Property Owner:*_____ *Phone:*_____

If NO, please explain:_____

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your company or project you think is relevant to this application.

I certify that the above information is correct to the best of my knowledge and that the requested funds will be used only for purposes described in this application or as approved by the City. I understand it is my responsibility to obtain all necessary permits and to make sure my project meets all state and local laws and codes.

Marjorie Rogers

Print Name, Title

Signature

02/17/2015

Date

All applications must be completed and submitted to the Richland Economic Development Office. Mail applications to P.O. Box 190, MS # 18, fax to (509) 942-7379, or e-mail to bmoore@ci.richland.wa.us. Please contact Brian Moore at (509) 942-7725 if you have any questions.

***Consultation with City staff is recommended prior to submitting this application. Incomplete applications will not be accepted.*

Don Pratt Construction, Inc.
7535 W. Kennewick Ave., Suite I • Kennewick, WA 99336 • (509) 735-9182

Job: **Hand Works**
706 Geo. Wa. Way

Don Pratt Construction, Inc. proposes to furnish all labor and materials to construct new facade improvement on building at 706 George Washington Way, Richland, WA. for the Sum of: $26,678.00 plus sales tax. Proposal includes removing rockwork on front of building as well as mansard roof, extending parapet wall to 17' 8" above main floor, installing new stucco, furnishing and installing new metal canopy structure with electrical lighting as per preliminary drawing A1.1 by ALD Architects dated Aug. 11, 2014.

Sincerely,

Don G. Pratt, Don Pratt Construction
WA. State Contractors Lic. # DONPRCI061CQ
cell # 509 947 9151

Stucco	5,000
Parapet	2055
Steel Canopy	3500
Demo wing Wall	500
Sidewalk protection	800
Electrical	300
Demo stone veneer	3800
Framing	4000
	20,000
Overhead	3,000
Sales tax	1978.
Exclude Permits & Fees	—
	25,000

~~40 x 8 x 2 x 2 =~~

Jim I didnt put in any contingency money but we should definetly be in your range of 35K. Please give me a call if I can help you. Joe

Christensen

www. .com

Christensen Construction
Licence # CHRISCC871LO

Joe Christensen
GENERAL CONTRACTOR

CELL **509-380-2539**
EMAIL Joe@ChristensenContractor.com

Subject: Handworks job
From: "Teresa Parker" <office@siefkensons.com>
Date: Thu, 21 Aug 2014 08:12:04 -0700
To: "'Jim Gillett'" <jim@hand-works.com>

Hi Jim,

Regarding the Handworks Façade Improvement, preliminary budget price according to print would be $45,000.

Thank you,

Richard Siefken
Siefken & Sons Construction, Inc.
1305 Mansfield, Suite 1
Richland, WA 99352
Phone: (509) 946-6500
Fax: (509) 946-6506
Office@siefkensons.com
Siefken & Sons
CONSTRUCTION, INC.

From: Jim Gillett [mailto:jim@hand-works.com]
Sent: Wednesday, August 13, 2014 3:03 PM
To: office@siefkensons.com
Subject: Handworks job

Here is an annotated drawing from Jason Archibald regarding refacing at our Handworks location. You can visit our location at the address below and prepare a budget price range or bid so that we may present to the City later this month. Thanks for your interest.

Jim Gillett
Handworks Northwest
706 George Washington Way
Richland, WA 99352
509-845-3895
509-943-0649 fax

Attachments:

image001.png	0 bytes
4314A0101_FP-A1.1_2014-08-11.pdf	527 KB

RENDERING

NO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL KEEP ADJACENT SIDEWALKS CLEAR OF DEBRIS AND SWEPT CLEAN AT THE END OF EACH WORK DAY.
2. CONTRACTOR SHALL COORDINATE EFFORTS WITH BUILDING OWNER TO ASSURE CUSTOMER AND PEDESTRIAN SAFETY THROUGHOUT THE DURATION OF THE PROJECT.
3. CONTRACTOR SHALL PROVIDE A UNIT PRICE TO REPLACE ANY DAMAGED PLYWOOD OR WOOD FRAMING MEMBERS DISCOVERED DURING DEMOLITION WORK.
4. ALL SIGNAGE BY OWNER AND CONSTRUCTED UNDER SEPARATE PERMIT
5. ALL CONSTRUCTION DEBRIS SHALL BE HAULED AWAY FROM THE SITE AND PROPERLY DISPOSED OF IN ACCORDANCE WITH LOCAL JURISDICTION REQUIREMENTS.

DEMOLITION NOTES:

1. REMOVE EXISTING STONE VENEER IN ITS ENTIRETY INCLUSIVE OF BUILDING PAPER.
2. REMOVE EXISTING MANSARD ROOF OVER-FRAMING IN ITS ENTIRETY. EXISTING FRONT PARAPET WALL FRAMING TO REMAIN INTACT. CONTRACTOR SHALL BE CAREFUL NOT TO DISTURB EXISTING ROOF BRACING AND ROOFING FINISHES THROUGHOUT DEMOLITION AND CONSTRUCTION.
3. REMOVE EXISTING CANISTER LIGHT FIXTURE IN ITS ENTIRETY. MAINTAIN EXISTING CONDUCTORS FOR POSSIBLE FUTURE CONNECTION FOR NEW CANISTER LIGHTS AT CANOPY STRUCTURE.

PRELIMINARY
NOT FOR CONSTRUCTION

ALD ARCHITECTS, P.S.
680 Symons Street
Richland, WA 99354
T: 509.946.4189
F: 509.943.1796
www.ALDarchitects.com

HANDWORKS
FACADE IMPROVEMENT
706 GEORGE WASHINGTON WAY | RICHLAND, WA

- RENDERING AND PRELIMINARY CONSTRUCTION NOTES

CAD FILE: 4314A0101_FP.dwg
DESIGNED: EML
DRAWN: EML
CHECKED:
DATE: 2014 Aug 11
REVISION:

DRAWING: A1.1

43-14

Date: 2014-Aug-11, 2:52 PM
Printed by: Eric Little
Layout: A1.1_11x17
P:\2014 Projects\43-14\4314A0101_FP.dwg

Commercial Improvement Program Application

Business Information

Business Owner's Name(s): KYLE KRAEMER, BRETT SPOONER, KHURSHED SHARIFOV ☐ *Applicant*

Business Name: PROSPERE VENTURES

Business License Number: UBI: 603383666 EIN: 46-5164241

Business Address: 541 LAKEROSE LOOP · RICHLAND, WA 99352

Business Phone: (360) 581-5031 Business Fax: NOT APPLICABLE

Property Information

Property Owner's Name(s): PROSPERE VENTURES ■ *Applicant*

Assessor's Parcel Number: 1-1198-302-0627-020

Property Address: COUNTY RECORDS: 702 PARKWAY
CITY RECORDS: 707 GEORGE WASHINGTON WAY

Property Owner's Mailing Address: 541 LAKEROSE LOOP, RICHLAND, WA 99352

Property Owner's Phone: 360·581·5031 Fax: NOT APPLICABLE

Project Information

Attach additional pages if necessary

1. Have you utilized this program before? ☐**Yes** ■**No**

If yes, what year and monetary amount did you receive? Please indicate funding level and identify the project(s).

2. Provide a complete description of the planned improvements and how they will enhance your business district.

■ *Attach an illustration of the project to this application.*

3. Will the project require any permits? ■**Yes** ☐**No**

Please describe:

For permit information, please contact City of Richland Permit Services at 942-7587.

For more information about the program or to obtain an application form, contact the Richland Economic Development Division, P.O. Box 190 – MS 18, Richland, WA 99352, (509) 942-7725.

4. Project Costs

Estimated Total project cost: ..... $ 650 – 800,000

Expenses (please attach at least 2 estimates)	***Amount***
Design	$
Labor	$
Materials/Equipment	$
Sales Tax	$
Other	$

Funding Sources	***Amount***
Business Owner	$ 40 – 100,000
Property Owner	$ COMBINED
City ($10,000/Storefront & Maximum of 50%)	$ 40,000
Other	$ 500 – 650,000
Total (Must match Estimated Total project cost)	$ 650 – 800,000

5. Project schedule:

Estimated Starting Date 07 · 2015 Estimated Completion Date 05 · 2016

6. If you are not the building or property owner, do you have permission from the building or property owner to make the above described improvements? ☐ Yes ☐ No

Name of Building or Property Owner: PROSPERE VENTURES *Phone:* 360 · 581 · 5031

If NO, please explain: _____

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your company or project you think is relevant to this application.

I certify that the above information is correct to the best of my knowledge and that the requested funds will be used only for purposes described in this application or as approved by the City. I understand it is my responsibility to obtain all necessary permits and to make sure my project meets all state and local laws and codes.

Brett Spooner, Managing Member
Print Name, Title

Signature

2/17/2015
Date

All applications must be completed and submitted to the Richland Economic Development Office. Mail applications to P.O. Box 190, MS # 18, fax to (509) 942-7379, or e-mail to bmoore@ci.richland.wa.us. Please contact Brian Moore at (509) 942-7725 if you have any questions.

***Consultation with City staff is recommended prior to submitting this application. Incomplete applications will not be accepted.*

Commercial Improvement Program Checklist

Yes	No	
■	☐	Does this project meet the minimum requirements found in the program guidelines?
■	☐	Does the business hold a current City of Richland business license?
■	☐	Do you have the available funds to complete the project?
■	☐	Do you have the ability to complete the project within the specified timeframe?
■	☐	Does the project comply with the Richland Municipal Code?
■	☐	Are the proposed improvements visible to the general public from streets, sidewalks, and other public access points?
■	☐	Do the improvements have a positive economic impact?
■	☐	Did you consult with the City prior to submitting the application?
☐	■	Is the request more than $10,000 per storefront?
■	☐	Is the request less than 50% of the total project cost?
■	☐	Did you include an itemized budget?
■	☐	Did you provide at least two estimates?
■	☐	Does the project exceed current design standards?
■	☐	Did you include a design? Was it color illustrated?
■	☐	Is the improvement long lasting (more than 5 years with maintenance)?
■	☐	Does it include an artful design element?
■	☐	Did you provide before photographs and proposed enhancements?

For more information about the program or to obtain an application form, contact the Richland Economic Development Division, P.O. Box 190 – MS 18, Richland, WA 99352, (509) 942-7725.

COMMERCIAL IMPROVEMENT PROGRAM APPLICATION

COMPANY: **PROSPERE VENTURES**
541 Lakerose Loop, Richland WA 99352

DESCRIPTION:

(2). PROSPERE VENTURES, the current owners of property address 707 George Washington Way, Richland, WA (next to Greenies), are seeking $40,000 from the City of Richland Commercial Improvement Program to bring a unique and desirable experience to the Parkway.

With the improvement of 707 George Washington Way, the building will be able to accommodate a new distillery, (Solar Spirits) that will face the Parkway, and provide a visual experience to pedestrians as well as through the building common. Behind the distillery, there will be a 'Speak Easy' bar that will feature nightly events and activities, as well as serve top quality beverages for adults in the area.

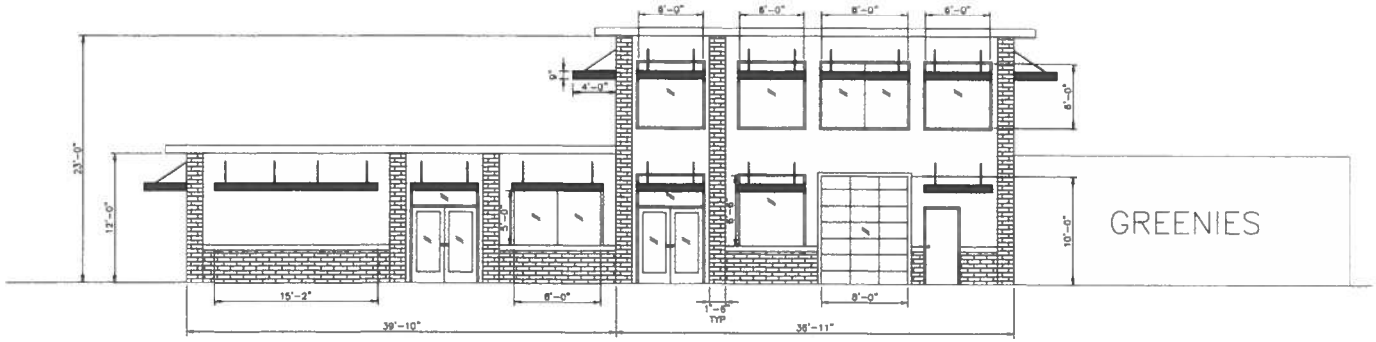
On the opposite side of both the distillery and the evening lounge, there is space that will be built for a restaurant experience. PROSPERE VENTURES is currently in the process of recruiting an area restaurant to the region, and has a couple potential restaurants ready to provide an intent to lease. By combining the restaurant experience with the distillery and 'speak easy' lounge, the citizens of the region will have an opportunity to experience a fun nightlife, with culture while enjoying a great cuisine and fine beverages that are featured from this region.

PROSPERE VENTURES is utilizing the $40,000 to dramatically improve the existing buildings exterior that will bring a visual eye pleasing experience to the area and attract new business to the core downtown area in Richland.

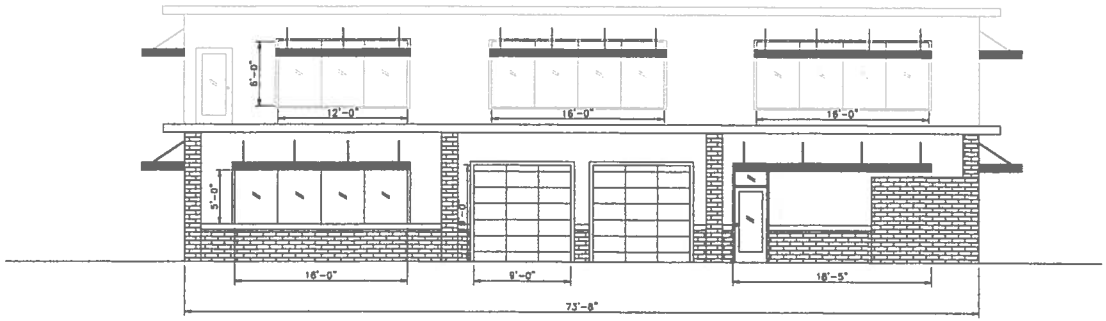
(4). PROJECT COSTS EXPLANATION: (We attached 3 estimated bids)

PROSPERE VENTURES has based their ESTIMATED project costs off the complete construction of the project without the mezzanine and also with the mezzanine that would feature a lounge area upstairs above the 'speak easy' & distillery. The design with the mezzanine would be the $650-$800,000 cost, but without the mezzanine, (without is determined on the submission of loan applications and outside investor interests), the projected costs without the mezzanine level would dramatically be reduced to an estimated cost of $250-400,000.

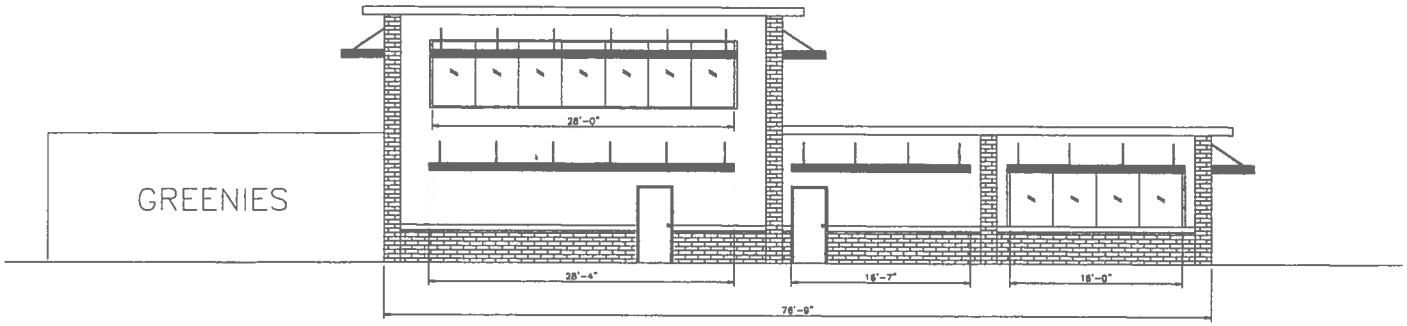
ENTRANCE



WEST ELEVATION
SCALE: 1/8" = 1'-0"



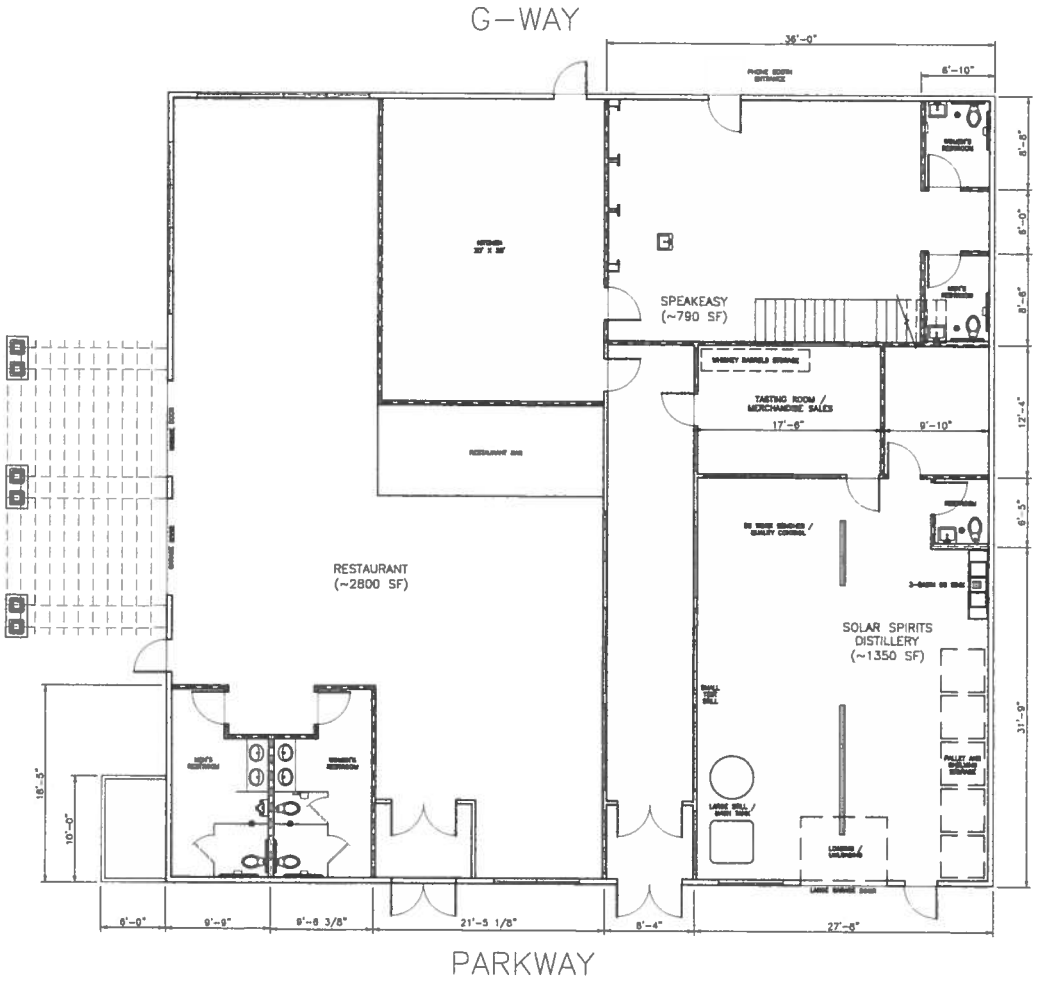
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



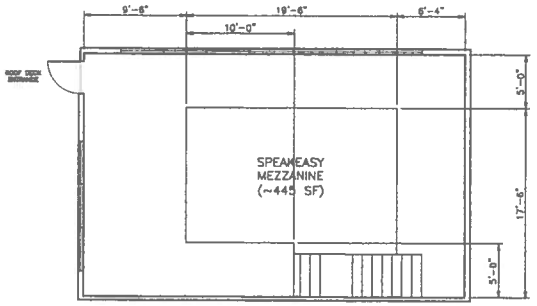
EAST ELEVATION
SCALE: 1/8" = 1'-0"

N

0 5' 10' 20' 30'



FLOOR PLAN
SCALE: 1/8" = 1'–0"



MEZZANINE FLOOR PLAN
SCALE: 1/8" = 1'–0"

N

0 5 10 20 30

Bales Custom Homes

8007 Hudson Drive
Pasco, WA 99301
(509) 551-9993

1950 Mahan Ave. Richland Wa

Demolition- $8,000.00

Drywall: $3,900 + tax $323.70

Apollo: $20,504.00 + tax $1,701.83

Frank Electric: $22,000.00 + tax $1,826.00

Plumbing: $22,502.93 + tax $1,867.66

Windows and Doors (ex): $29,730.00 + tax $2,467.59

Concrete Patch: $2,000.00 + tax $166.00

Tile, floor, check on bathroom walls: **no bid yet**

Insulation: $5,763.00 + tax $478.33

Drop Ceilings: $4,000.00 + tax $332.00

Bathroom Partions: $1,400.00 + tax $116.00

Doors Interior: **no bid yet**

Stucco: $42,182.00 + tax $3,501.10

Out House 4 months: $300.00 + tax $24.90

Sub Total: $175,087.04

Butch's 15%: $26,263.95

Total: $201,350.99

Estimate

Date	Estimate #
3/14/2014	5382

Name / Address
Kyle Kraemer Parkway tenant improvements

Construction Concepts Home Improvements, LLC

6855 W. Clearwater Suite F
Kennewick Wa. 99336
Scott (509) 947-2454
Daniel (509)521-4920

Description	Qty	Rate	Total
This is for work scope per drawings as requested. This is a rough estimate.			
demo work as discussed interior.	1	13,000.00	13,000.00T
Exterior work includes sheeting, fascia, trim work and stucco, build columns, install brick with mortar per drawings.,	1	54,000.00	54,000.00T
Electrical work scope as discussed	1	5,000.00	5,000.00T
rough in plumbing and x-ray work as discussed	1	5,000.00	5,000.00T
Build out bath rooms as discussed, sheet rocked and textured. Painting not included.	1	7,200.00	7,200.00T
Windows and door materials and installation. This includes demo walls and framing as needed.	1	29,000.00	29,000.00T
Dumpster rental and haul away.	1	800.00	800.00T

Subtotal	$114,000.00
Sales Tax (8.3%)	$9,462.00
Total	$123,462.00

kyle_kraemer@msn.com

From:	Scott Steckline <Scott@qualitystructuresone.com>
Sent:	Wednesday, April 02, 2014 9:43 AM
To:	Kyle Kraemer; Kyle Kraemer
Subject:	Parkway Annex Building Renovation
Attachments:	SKMBT_C25227040112420.pdf

Kyle,

RE: Parkway Annex Building Renovation

Commercial flat roofs are priced at $650 per square for a simple roof, with no existing roof removal. This includes 50-mil IB Roof membrane, 1/2 inch foam insulation with 2 r-value, perimeter pressure-treated wood nailer and half-roll membrane around the roof edges for wind-uplift prevention. Roof attachment using heavy-duty screws and barbed plates, 6 inches O.C. along the perimeter and 12 inches O.C. in-field. All required roofing parts and accessories are included.

Total estimated price $38,000

Power

Conversation with the City of Richland Energy Services and they told us what the power situation to the building is. We will need 3-phase power for the building, it will have to be an above the ground unit for the transformer; they gave me a contact @ Parks & Rec for information regarding clearances for adding more electrical in that walkway.

Total estimated price $30,000 for interior work, new transformer will add additional cost.

Plumbing

Upgrade existing restroom on the northwest side of the building and add second restroom. New hot water heater install and new water services to three separate tenant spaces.

Total estimated price $25,000

Commercial Storefront

Total estimated price $30,000

Scott,

We have a program that this building should qualify for. It is the commercial improvement program and the site would be eligible for up to $10,000 in matching funds per storefront for façade improvements. The program application cycle is closed for the spring cycle, but is open for the fall cycle. I would be happy to share additional information if you need it.

Thank you,

Brian Moore
Redevelopment Project Supervisor
City of Richland
Community & Development Services Office

Trash container and Demolition, Demo and concrete cutting work.

$10,000.00

All together estimated price is $155,000 with city refund approximately $30,000 can bring total down to $125,000.

These estimated costs do not include city permit fees and engineered construction drawings, attached is the City of Richland permit fee sheet, it is based on total overall construction costs.

Thank you for the opportunity to estimate your project, I will contact you at 5pm today to discuss this information.

Sincerely

Scott Steckline

QUALITY STRUCTURES ONE INC

Scott@Qualitystructuresone.com
6908 W Argent Rd,
Pasco, WA 99301
509-554-4664

•Commercial and Residential Development• Land planning• Due diligence studies• Design engineering •Final construction plans

Additional topics of discussion:

Commercial AC/Unit
Windows
Possible water lines inside walls rather than under concrete slab.
Is new roof necessary?
Upgrading floor slab

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 54-15, Accepting a Request for the Annexation of 26 Acres (Whitfield)

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	54-15	Resolution

Recommended Motion:
Adopt Resolution No. 54-15, accepting the request for annexation for a 26 acre parcel owned by Edith Whitfield.

Summary:
State law requires the proponents of an annexation to meet with the City Council to determine if an annexation proposal is acceptable to the City or not. Council is now facing this question for a proposed annexation of a 26 acre parcel located south of Shockley Road, west of Riesling Street and north of the Kennewick Irrigation District canal. This property is part of an unincorporated island and is completely surrounded by the City. The meeting with the annexation proponents is on the Council agenda as a presentation and fulfills the requirements of RCW 35.13.125. The draft resolution would accept the proposed annexation and allow the annexation process to move forward. Following review by the County Boundary Review Board, determination of appropriate zoning by the Planning Commission and submittal of a formal annexation petition, the Council will have an additional opportunity to consider the annexation through a public hearing and the consideration of an ordinance to annex the subject property.

Fiscal Impact:	Annexation will result in additional tax revenues being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexing properties. A fiscal analysis will be prepared for Council consideration at a later stage in the annexation proceedings

Attachments:
1. Resolution No. 54-15
2. Whitfield Annexation Vicinity Map

RESOLUTION NO. 54-15

A RESOLUTION of the City of Richland, accepting a request for annexation of approximately 26 acres located South of Shockley Road, North of the Kennewick Irrigation District canal and West of Riesling Street in Section 27, Township 9 North, Range 28 East W.M., Benton County, Washington (Whitfield).

WHEREAS, Edith Whitfield, the owner of a 26-acre tract has submitted a letter to the City requesting annexation; and

WHEREAS, on March 3, 2015, the City Council was presented with the request for annexation and passed Resolution No. 41-15, establishing March 17, 2015 as the date for the Council to meet with the proponents of the annexation; and

WHEREAS, City Council met with the annexation proponents on March 17, 2015 and has reviewed the proposed annexation, as required by RCW 35.13.125.

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

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

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

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

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

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

PASSED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

DAVID W. ROSE
Mayor

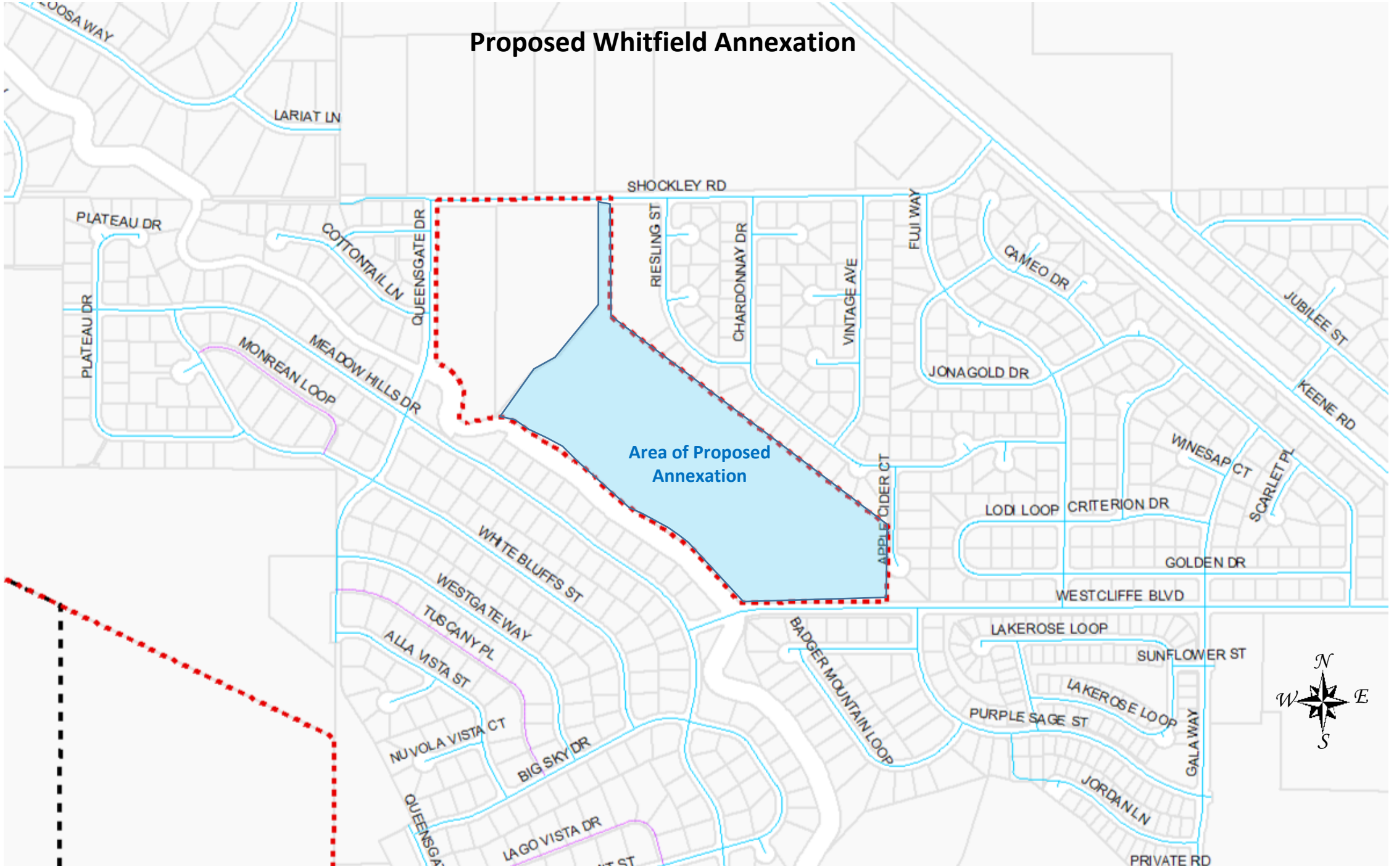
ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Proposed Whitfield Annexation



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 55-15, Interlocal Agreement with Port of Benton for 2015 Slurry Seal project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	55-15	Resolution

Recommended Motion:
Adopt Resolution No. 55-15, authorizing the City Manager to sign and execute an Interlocal Agreement with the Port of Benton for the 2015 Slurry Seal project.

Summary:

In preparation for the 2015 Slurry Seal contract, City staff reached out to the Port of Benton and the City of West Richland to see if they were interested in adding work to our contract. The City of West Richland declined, but the Port of Benton stated they would like to add some of their streets to our contract.

The Port of Benton determined they had two locations they would like to treat with a slurry seal this year, one area on Port of Benton Boulevard and the other on Hills Street. Since their total quantity was only ten percent of the City's quantity, they felt it was in the public's interest to take advantage of our larger project in hopes of getting better pricing.

This Interlocal Agreement formalizes this process and outlines the responsibilities of each party. The contract is currently being advertised and a separate bid schedule was prepared for the Port's work. Bids are set to be opened on March 12, 2015.

Fiscal Impact:	There will be no costs and no fiscal impact to the City for entering this interlocal agreement. The City and the Port of Benton may benefit from better prices for the work based on a larger scope of work. The Port of Benton will pay for the slurry seal work, including construction inspection on their privately owned streets.

Attachments:

1. RES 55-15 for Port of Benton Interlocal Agreement
2. Port of Benton Interlocal Agreement

RESOLUTION NO. 55-15

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Agreement with the Port of Benton for the 2015 Slurry Seal project.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland has prepared a 2015 Slurry Seal contract to perform pavement preservation and maintenance on a number of City streets; and

WHEREAS, the Port of Benton has a pavement management program that includes slurry seals on various Port-owned streets; and

WHEREAS, the Port of Benton's program is small in comparison to the City's program; and

WHEREAS, the Jurisdictions have determined that including the Port of Benton's 2015 slurry seal projects into the City's 2015 Slurry Seal contract is in the best interests of the Jurisdictions and the public; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

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 with the Port of Benton for the 2015 Slurry Seal project.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

WHEN RECORDED RETURN TO:

Richland City Clerk
PO Box 190, MS-05
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF RICHLAND AND THE PORT OF BENTON, WASHINGTON

FOR

2015 SLURRY SEAL PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2015, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the Port of Benton, Washington, a political subdivision of the State of Washington, hereafter referred to as "Port," or referred to collectively as the "Jurisdictions."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland has prepared a 2015 Slurry Seal contract to perform pavement preservation and maintenance on a number of City streets; and

WHEREAS, the Port of Benton has a pavement management program that includes slurry seals on various Port-owned streets; and

WHEREAS, the Port of Benton's program is small in comparison to the City's program; and

WHEREAS, the Jurisdictions have determined that including the Port of Benton's 2015 slurry seal projects into the City's 2015 Slurry Seal contract is in the best interests of the Jurisdictions and the public; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize a commitment to preserve portions of Port of Benton Boulevard and Hills Street owned by the Port of Benton by applying a slurry seal to the streets as shown on attached Exhibit A.

Section 2. Administration: This Agreement shall be administered by the Richland City Manager or her designee. Such person shall be responsible for:

(a) Establishing policies for implementing this Agreement;
(b) Providing periodic progress reports to the elected officials of each Jurisdiction;
(c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The Port of Benton hereby commits to provide funding as set forth below:

(a) Contract work (including 10% contingency): $ 33,000
(b) Contract administration/inspection: $ 1,000

This funding shall be used for the Project construction listed in the Bid Tabulations under Schedule B per the 2015 Slurry Seal contract documents.

Section 4. Development and Bid Award Requirements: Each Jurisdiction hereby commits to the provisions as set forth below:

(a) The City will include the locations of the Port's slurry seal areas and generate biddable construction drawings by February 20, 2015.
(b) The City will advertise the project for bids on February 22, 2015.
(c) The City will open bids on March 12, 2015.
(d) The Port will review the bid received for Schedule B of the project and notify the City in writing if the bid is acceptable for award by March 20, 2015.

Section 5. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 6. Term of Agreement and Termination:

(a) The term of this Agreement shall become effective on full execution hereof.
(b) This Agreement shall expire on the date of completion of the Project[s].

Section 7. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct the cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

Section 9. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 10. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court. The parties each consent to the personal jurisdiction of such court.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

_____
CYNTHIA D. JOHNSON
City Manager

Date: _____

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

PORT OF BENTON

_____
SCOTT D. KELLER
Executive Director

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 56-15, Authorizing an Agreement with the Washington State Department of Corrections for Inmate Labor Services

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	56-15	Resolution

Recommended Motion:
Adopt Resolution No. 56-15, authorizing the City Manager to sign and execute an agreement with Washington State Department of Corrections for inmate labor services.

Summary:

City staff regularly seek opportunities to save costs while providing services. At the City's landfill, litter management is a regulatory requirement and a priority as the City attempts to be a good neighbor to nearby properties. The City has invested significant sums in fencing systems on the landfill property to contain litter, but management of wind-blown litter is a nearly constant issue requiring significant labor.

Since mid-2014, staff has increased its commitment to litter management, mostly through an increased allocation of inmate labor provided by Benton County. This effort has been largely successful, but the occasional unavailability of the Benton County inmate crew encouraged staff to seek an alternative resource.

The Washington State Department of Corrections (DOC) operates an inmate labor program from its Coyote Ridge facility in Connell. Staff analysis estimates that the cost of using the DOC crew may be less than the Benton County crew. Staff plans on using the DOC crew at the landfill, but may also assign the crew to roadside or projects on City property. The crew will not be assigned to public use properties or facilities, and inmates will be supervised by DOC at all times.

Under the proposed agreement, the City, as a self-insured entity, assumes workers compensation responsibility for the DOC crew. The City's agreement with Benton County has a similar assignment of responsibility. The City has been using the Benton County inmate crew for several years with no reported workers comp claims. Workers compensation claims history for DOC crews was unavailable to City staff during its evaluation of this contract, although the City anticipates similar trends between DOC and Benton County crews. Staff will use the first year of operation under the DOC contract to evaluate whether ongoing use of this resource is in the City's best interest.

Fiscal Impact:	Staff estimates the cost of DOC crew services to be between $5,000 and $10,000 per year.
Yes	These costs will be managed within existing Department operating budgets and will not require increased appropriations.

Attachments:

1. Resolution 56-15
2. Proposed DOC Agreement K10546

RESOLUTION NO. 56-15

A RESOLUTION of the City of Richland authorizing the execution of an agreement with Washington State Department of Corrections for inmate labor services.

WHEREAS, litter management at the City's landfill presents an ongoing challenge due in large part to frequent wind that transports litter across the landfill property and occasionally off the landfill site; and

WHEREAS, the City is required by its operating permit to manage litter on the landfill site; and

WHEREAS, litter management is a labor intensive process as the distribution of litter and the terrain at the landfill are not conducive to automated or mechanical processing; and

WHEREAS, occasionally there are other labor intensive projects on the landfill site, on City-owned parcels not designated for public use, and within City street rights of way; and

WHEREAS, City staff seeks to provide City services in the most cost-effective manner possible; and

WHEREAS, the City currently uses inmate services provided by Benton County for various labor intensive tasks throughout the City; and

WHEREAS, the City's use of Benton County's inmate labor program has demonstrated the cost-effectiveness of an inmate labor resource; and

WHEREAS, occasionally the labor resources available through the Benton County inmate labor program are insufficient to support the City's needs; and

WHEREAS, the Washington State Department of Corrections, specifically Coyote Ridge Corrections Center, operates an inmate labor program offering similar services to those provided by Benton County's program; and

WHEREAS, the City will benefit from an expanded pool of available inmate service providers; and

WHEREAS, inmates participating in the Washington State Department of Corrections inmate labor program will not be appropriate for certain City work sites including City parks and facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City staff is authorized to sign and execute an agreement with the Washington State Department of Corrections for use of its inmate labor program on or near the City's landfill property, on City-owned property not designated for public use, and within City streets right of way

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of March, 2015.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Class IV Master Work Crew Agreement
Between
WASHINGTON STATE DEPARTMENT OF CORRECTIONS
And
City of Richland, A Unit of Local Government

This Agreement is entered into by and between the State of Washington, Department of Corrections, hereinafter referred to as DOC, and City of Richland, located at 505 Swift Blvd., Richland, WA 99352 hereinafter referred to as the CITY, for the purpose of providing reduced cost services to a public agency in the offender's resident community. Offenders providing services to City of Richland reside in Coyote Ridge Corrections Center, hereinafter referred to as INSTITUTION, as approved by DOC pursuant to RCW 72.09.100.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties for employing DOC offenders on work crew projects for the CITY, pursuant to RCW 72.09.100. No public employees will be displaced as a result of this contract. Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution and the CITY's administrator or designee. Each project is subject to careful review for custody and security requirements. Each project requires a completed and signed Work Project Description (Attachment A), which will include a description of the work to be performed, the duration of the project, the gratuity to be paid to offenders, and the services and materials to be provided by each party.

Certain types of work, generally considered to be dangerous or hazardous, may not be performed by offenders. Examples include work involving electrical wires or energized lines. A list of offender prohibited work may be found in DIRECTIVE II (C) of DOC Policy 700.400, Class IV Off-Site Work Crew, which is hereby incorporated into this Agreement by reference.

For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC. The Institution Superintendent or designee is, however, authorized to sign the associated Work Project Descriptions on behalf of DOC. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

2. TERM

The term of this Master Agreement shall begin upon final signature and shall continue through December 31, 2017, unless terminated sooner as provided for herein. Each Work Project Description entered into shall contain its own termination date, last no longer than one year, and end prior to or on the same date as this Master Agreement.

3. PAYMENT

In consideration of the services provided hereunder, payment to the Institution will be as follows:

A. The Institution will invoice the CITY by the 10th of the month following each month in which work crew services were provided.

B. Payment, which must contain the DOC Master Agreement number and the project location, will be due to the Institution within 30 calendar days of the date of the Institution's invoice.

C. The per offender/per hour rate that Institution will charge the CITY for services rendered on each project is specified in the Special Payment section of the corresponding Work Project Description.

D. The Institution charge for transporting offenders to and from the CITY's work site will be at the then current state of Washington mileage reimbursement rate. The current rate is specified in the Special Payment Terms section of each Work Project Description.

E. As the recipient of the services provided by offenders, the CITY is responsible for payment of the industrial insurance premiums for the offenders providing those services. In this case, because the CITY is self-insured for workers compensation, it will not pay the state Department of Labor and Industries for offender insurance coverage. CITY will, however, have fiscal responsibility, through its self-insurance, for the medical costs related to any offender injury resulting from services provided by an offender to the CITY under the terms of this Agreement.

F. Addresses to use for Billing and Payment:

1) Billing
Institution's invoices for payment will be mailed to the CITY at:

City of Richland
Attn: Accounts Payable
505 Swift Blvd. MS-10
Richland, WA 99352

2) Payment
CITY'S payments to the Institution will be mailed to:

Coyote Ridge Corrections Center
Accounts Receivable
1301 N. Ephrata
POB 769
Connell, WA 99326-0769

G. A DOC Correctional Officer will provide the CITY with monthly reports, including the number of hours worked by each offender; maintain records; and coordinate crew activity.

4. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

5. SELECTION OF OFFENDERS

The Institution will select the offenders for each work crew. Selection criteria will conform to DOC Policy 700.400, CLASS IV OFF-SITE WORK CREW, DIRECTIVE III, Offender Eligibility, as now written or hereafter revised.

6. TOOLS, SUPPLIES, AND EQUIPMENT

A. The Institution will provide offenders with the necessary work clothing.

B. The CITY will provide all necessary tools and equipment required to complete the specific work project.

7. HAZARD ASSESSMENT AND MITIGATION

A. Before DOC offenders provide services, the CITY will inspect each project site for hazardous conditions or materials. CITY will inform DOC promptly, in writing, of the results of its inspection. If hazardous conditions or materials are found at the project site, DOC, at its own discretion, may a) Withdraw from the project; b) Identify, with CITY, what protective equipment or clothing is needed for offenders and correctional officers to mitigate the effects of the on-site hazard(s); or c) Request that the CITY remove or otherwise mitigate the hazard before offenders perform the contracted work crew services at that site.

B. Personal Protective Equipment, (PPE) i.e. hard hats, goggles, gloves, hearing and eye protective devices, work boots, etc. and any specialized safety equipment (SSE) and/or clothing necessary to protect offenders and corrections officers from hazards at the project site, will be provided as designated in the associated work project description.

8. TRAINING

A. DOC will provide offenders and DOC custody officers with general workplace safety and hazards training;

B. The CITY will:

1) Adhere to relevant federal and state safety laws;

2) Orient offenders to the work they are to perform; and

3) Provide offenders and DOC custody officers with job specific and site specific safety and hazards training so that offenders can safely perform the required work.

9. PRISON RAPE ELIMINATION ACT (PREA)

PREA requirements shall apply to any person having contact with offenders under Department of Corrections (DOC) jurisdiction. This includes, but is not limited to governmental entities, contractors and their employees; vendors and their employees, and volunteers, hereinafter referred to collectively as 'CITY'. CITY may obtain electronic access to the Legal Authorities cited below from the DOC website.

A. The PREA Law: http://www.prearesourcecenter.org/sites/default/files/library/prea.pdf

B. The following Washington State RCWs (laws) are available at: http://apps.leg.wa.gov/rcw/

1) RCW 72.09.225, Sexual misconduct by state employees, contractors
2) RCW 9A.44.010, Definitions
3) RCW 9A.44.160 Custodial sexual misconduct in the first degree
4) RCW 9A.44.170, Custodial sexual misconduct in the second degree

C. The following Washington State Department of Corrections Policies are available at: http://www.doc.wa.gov/Policies/default.aspx

1) DOC 490.800, Prevention and Reporting of Sexual Misconduct
2) DOC 490.850, Response to Investigation of Sexual Misconduct
3) DOC 610.025, Sexual Abuse, Sexual Assault, and Staff Sexual Misconduct

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party, with written notice to the other party, may designate different contact persons.

DOC: *Sandra Leisinger, Associate of Security AA3, 509.544.3689 or Sandra.leisinger@doc.wa.gov*

CITY: *Cathy Robinson, Purchasing Manager, 509.942.7327, crobinson@ci.richland.wa.us*

11. SUPERVISION

The Work:

A. CITY will supervise the work performed by offenders and maintain daily oversight of the project. To ensure safe work performance and proper project outcome, CITY will provide sufficient worksite instruction to offenders.

B. CITY's supervision of offenders is not intended to create an employer-employee relationship between the CITY and the offenders who provide work crew services.

C. Security and Custody: At least one first aid qualified Corrections Officer will supervise offender workers at all times. Such DOC supervision shall only be for the security and safety of the offenders and the public at large. Corrections Officers are not responsible for the quality of the work performed or the products produced by the offenders.

D. On Site Illness/Accidents: In the event of offender illness or injury DOC will provide the appropriate first aid. If necessary, emergency medical assistance will be called or the offender will be transported to the nearest medical facility for treatment.

1) Expenses:

a) Illness. DOC will pay all expenses related to treatment of offender illness.

b) Injury. The cost of treatment provided offenders beyond on-site first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.

12. PUBLIC INFORMATION

Neither party shall arrange for news media coverage without the consent of the other party, nor shall either party release information to the news media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

A. Washington State and DOC, including its agents and/or employees:
   1) Are not responsible for, nor guarantee, the quality of the work performed or products produced by offenders on work crews;
   2) Shall not be required to pay other workers to re-do or repair the work performed by the offenders; and
   3) Are not responsible for damages to third parties resulting from the work performed or products produced by offenders on work crews.

14. INDEMNIFICATION AND HOLD HARMLESS

A. CITY, its agents, and/or employees:
   1) Are responsible for any damages resulting from the negligence of the CITY, its agents, and/or employees; and
   2) Do indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the CITY, its agents, and/or employees.

B. DOC, its agents, and/or employees:
   1) Are responsible for damages arising out of negligent security supervision of offenders;
   2) Do indemnify, defend, and hold harmless the CITY for claims arising from the negligent acts or omissions of DOC, its agents, and/or employees.

C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

D. Neither party to this Agreement will be liable for the acts or omissions of any third party who is not a party to the Agreement.

15. TRANSPORTATION

The Department will have sole responsibility for transporting the work crew offenders to and from the work project site.

16. DISPUTES

Should the parties hereto be unable to informally resolve any dispute concerning the terms of this Agreement, the dispute will be settled in binding arbitration by an arbitrator chosen by consent of both parties.

17. CHANGES AND MODIFICATIONS

Changes or modifications to this Agreement shall not be binding unless agreed to in writing by the parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

18. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

19. SEVERABILITY

If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

20. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF RICHLAND	**DEPARTMENT OF CORRECTIONS**
_____	_____
(Signature)	(Signature)
Cindy Johnson, ICMA-CM	Gary Banning
(Printed Name)	(Printed Name)
Richland City Manager	Contracts Administrator
(Title)	(Title)
_____	_____
(Date)	(Date)

Approved as to Form:
This contract format was approved
by the Office of the Attorney General.
Approval on file.

ATTACHMENT A

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Corrections Center

CLASS IV Work Project Description – Local Government Entity

Master Contract Number: K_____

City: _____, a unit of local government.

City Contact: _____ **Phone:** _____ **Email:** _____

Department Contact: _____ **Phone:** _____ **Email:** _____

Work Project Description: DOC offenders will *(describe the work)*.

Crew: Each crew will consist of a maximum of ten offenders.

Project Location: _____

Project Period *(One year maximum)*: _____ through _____

Projected Number of Work Crew Hours: _____

Work Hours: Crews will arrive at approximately _____ a.m. and depart at _____ p.m.

Special Payment Terms – (At current state rates.)

1. CITY will pay DOC a gratuity of **$**_____ per hour for each offender providing services.
2. CITY will pay DOC **$0.56** per mile for transporting offenders to and from the work site.
3. CITY is self-insured for worker's compensation. L&I coverage not required.

Personal Protective Equipment provided by DOC: _____

Tools and Equipment provided by City: _____

Written Hazard Assessment Report: Provided to DOC and attached to this WPD? Y N

Additional Terms: Crews may be held in or recalled for facility needs at any time. Crews may also be held in or redirected in the event of a natural disaster; i.e. fire, earthquake, or flood.

ENTITY NAME	**DEPARTMENT OF CORRECTIONS**
SAMPLE – DO NOT SIGN	**SAMPLE – DO NOT SIGN**
Signature	Signature of Superintendent
Title	Institution
Date	Date

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/17/2015

Agenda Category: Expenditures - Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Expenditures from February 23, 2015 - March 6, 2015 for $6,099,781.22 including Check Nos. 220586-221042, Wire Nos. 5844-5851, Payroll Check Nos. 99893-99909, and Payroll Wire/ACH Nos. 8882-8898

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services		Expenditures

Recommended Motion:
Approve the expenditures from February 23, 2015, to March 6, 2015 in the amount of $6,099,781.22.

Summary:
Breakdown of Expenditures:

Check Nos.	220586-221042	970,066.94
Wire Nos.	5844-5851	3,093,079.41
Payroll Check Nos.	99893-99909	23,724.79
Payroll Wires/ACH	8882-8898	2,012,910.08
TOTAL		$6,099,781.22

Fiscal Impact:
Yes

Total Disbursements: $6,099,781.22. Disbursement (wire transfers) includes Purchase Power Bill of $2,904,827.00.

Attachments:
1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
FEBRUARY 23, 2015 - MARCH 6, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5844 to 5851		
Bonneville Power Administration	Purchase Power	2,904,827.00
Conover	Section 125	3,340.30
Department of Licensing	Firearms Online Pmt for Concealed Licenses	696.00
PowerPay	Landfill Merchant Service Fees	581.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	183,635.11
	Total Claim Wire Transfers	$ 3,093,079.41
Payroll Wires & Direct Deposits (ACH) - Wire No. 8882 to 8898		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	$ 2,012,910.08
	Total Claim & Payroll Wires/ACH	**$ 5,105,989.49**

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BANK OF AMERICA		TXN00019710	220586	PASCO RENTALS INC - Senior Pic	$604.32
RECWARE REFUND		030215	220995	REFUND DAMAGE DEPOSIT	$200.00
				REFUND-PARTIAL RENTAL FEE	$44.50
			221013	REFUND DAMAGE DEPOSIT	$200.00
				REFUND-PARTIAL RENTAL FEE	$44.50
			221024	REFUND-PARTIAL RENTAL FEE	$44.50
				REFUND DAMAGE DEPOSIT	$200.00
		22315	220857	REFUND-CANCELED	$83.63
		22415	220939	REFUND-CANCELED EVENT	$50.00
RELIANCE HEALTH SYSTEMS		BL REFUND	220926	REFUND DUPLICATE LICENSE FEE	$40.00
WASHINGTON STATE PATROL		I15005407	220704	BACKGROUND CHECKS-JAN 2015	$907.50
				UNASSIGNED TOTAL****	**$2,418.95**
Division: 001 CITY COUNCIL					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$16.58
				287243288881 12/27-1/26/15	$41.58
				287243288881 12/27-1/26/15	$27.84
BANK OF AMERICA		TXN00019746	220586	PAYPAL-TRIDEC-EOF-PL	$60.00
		TXN00019779		ALASKA AIR-ECA-PE_BT	$543.20
		TXN00019807		EB ECA PEER EXCHANGE_DR	$355.00
		TXN00019810		EB ECA PEER EXCHANGE _BT	$355.00
		TXN00019831		HOBBY-LOBBY #457 - Purchase	$1.62
		TXN00019853		CRAFT WAREHOUSE -05 - Purchase	$13.55
		TXN00019887		PAYPAL-TRIDEC_EOF-BK-BM-PL-JMA	$60.00
		TXN00019963		PAYPALT-TRIDEC-EOF-PL	($60.00)
		TXN00020079		WAL-MART-CNCL-HSKPG-RTRT_1-30	$93.09
LEMLEY, PHILLIP		15-055 LEMLEY	220667	TCRC LEG/OLYMPIA/LEMLEY	$317.15
ROSE, DAVE		15-020 ROSE	220931	ECA PEER EXCHANGE/WASH DC/ROSE	$1,469.20
THOMPSON, ROBERT		15-021 THOMPSON	220940	ECA PEER EX/WASH DC/THOMPSON	$1,231.68
				CITY COUNCIL TOTAL****	**$4,525.49**
Division: 100 CITY MANAGER					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$27.84
BANK OF AMERICA		TXN00019900	220586	COSTCO-WKPLN-RETRT_ELT	$81.82
		TXN00019913		WAL-MART-ELT-WKPLN-RTRT_1-16	$118.61
		TXN00019966		BOBS BURGERS-EROGN-JMA-CJ	$45.07
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$3.53
WALDRON & COMPANY	P054945	15-087	220703	WALDRON CONSULTING CDS DIR RCR	$9,333.33
				CITY MANAGER TOTAL****	**$9,610.20**

Vendor			P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	101	CITY CLERK					
BANK OF AMERICA				TXN00019697	220586	FRED-MEYER #0286 - Gift Card D	$20.00
				TXN00019930		BENTON CO AUDITOR - Record Ord	$82.00
				TXN00020055		ARMA INTERNATIONAL - 2015 Annu	$195.00
				TXN00020071		WWW.NEWEGG.COM - Presentation	$39.98
PITNEY BOWES PURCHASE POWER				0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$5.68
TRI CITY HERALD			S016191	14-8123	220699	MTG NOTICE 010615 - CITY COUNC	$39.35
			S016191	15-8144		ORD 01-15 011115 - ADM SRVS	$47.91
			S016191	15-8145		ORD 02-15 011115 - PW	$47.91
						CITY CLERK TOTAL****	**$477.83**
Division:	102	CITY ATTORNEY					
AT&T WIRELESS				1/15-287243288881	220622	287243288881 12/27-1/26/15	$27.84
BANK OF AMERICA				TXN00019705	220586	OFFICE DEPOT - CHAIR	$333.55
				TXN00019778		WAPRO - MEMBERSHIP	$25.00
				TXN00019864		PACER-INFO SEARCHES	$60.40
				TXN00019955		WSAMA MEMBERSHIP	$30.00
				TXN00019995		INT COLUMBIA BOOKS INC	$229.00
				TXN00019997		STAPLES - SUPPLIES	$59.69
BELL BROWN & RIO PLLC				617	220850	PROSECUTION SERVICES-MARCH	$21,205.40
BENTON COUNTY TREASURER				DECEMBER 2014	220975	DISTRICT COURT/OPD COSTS-DEC	$64,886.43
MENKE JACKSON LAW FIRM				1/2015-017	220671	DEATON-DAMAGES	$487.50
PITNEY BOWES PURCHASE POWER				0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$86.84
						CITY ATTORNEY TOTAL****	**$87,431.65**
Division:	110	ASSISTANT CITY MANAGER					
AT&T WIRELESS				1/15-287243288881	220622	287243288881 12/27-1/26/15	$27.84
BANK OF AMERICA				TXN00019699	220586	IVS-CNCL CHMBR SCRN_12-10	$1,916.91
				TXN00019871		CRAFT WAREHOUSE -05 - Purchase	$77.26
				TXN00019887		PAYPAL-TRIDEC_EOF-BK-BM-PL-JMA	$60.00
				TXN00019892		OFFICE DEPOT #962 - Purchase	$9.81
				TXN00019901		STAPLES-OFC-SPLYS_ENVLPS	$152.79
				TXN00019914		STAPLES-TDRIVE-BKORDR	$49.20
				TXN00019923		CRAFT WAREHOUSE -05 - Credit	($56.77)
				TXN00019944		OFFICE DEPOT #2766 - Binders f	$27.15
				TXN00019948		ACT Washington City/Co - Purch	$151.00
				TXN00019949		STAPLES-CR-SANDISK-BKORDR	($49.20)
				TXN00020073		STAPLES-OFCSPLY-CRTHLDRS	$9.76
				TXN00020076		STAPLES-ENV-CERTHLDRS-SEALS	$120.40
				TXN00020084		CREST HALLMARK-OCSN-CDS	$21.65
						ASSISTANT CITY MANAGER TOTAL****	**$2,517.80**
Division:	111	COMMUNICATIONS & MARKETING					

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$62.06
BANK OF AMERICA		TXN00019824	220586	OFFICE DEPOT #2766 - Purchase	$41.24
		TXN00019936		BACKUPIFY-CITY-FACEBK-TWITR	$4.99
		TXN00019999		APOLLO GREEK RESTAURANT - Purc	$13.94
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$1.92
				POSTAGE 1/1-1/31/15	$0.48
				COMMUNICATIONS & MARKETING TOTAL****	**$124.63**
Division: 113 HANFORD COMMUNITIES					
BANK OF AMERICA		TXN00019691	220586	DELTA AIR-PLARSEN WA DC ECA	$547.20
		TXN00019695		AGENT FEE -PLARSEN WA DC ECA	$35.00
		TXN00020012		EB ECA PEER EXCHANGE - PLARSE	$355.00
CITY OF RICHLAND		15-074 LARSEN	220634	ECA PEER EX/WASH DC/LARSEN	$250.00
LARSEN, PAM BROWN		15-074	220666	ECA PEER/TAXIS/PARKING/LARSEN	$197.68
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$75.89
				HANFORD COMMUNITIES TOTAL****	**$1,460.77**
Division: 120 FIRE					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$27.84
BANK OF AMERICA		TXN00019748	220586	WITMER - RUBBISH HOOKS	$104.59
		TXN00019750		LABEL YOUR STUFF - CLTHNG LBLS	$84.70
		TXN00019760		OFFICE DEPOT - WALL POCKETS	$21.11
				OFFICE DEPOT - DIVIDER LABELS	$40.10
		TXN00019792		THE BUNKER/8 PAIRS OF OVERALLS	$433.97
		TXN00019797		COSTCO - ENGINE WORKLIGHTS	$337.64
		TXN00019826		GARMIN INT'L - GPS UPDATE	$97.46
		TXN00019872		INT'L CODE CNCIL - CERT RENEW	$87.50
		TXN00019874		THE BUNKER - NAME EMBROIDERY	$173.76
		TXN00019881		PROVANTAGE - TONER CART'S	$368.93
		TXN00019936		BACKUPIFY-RFD-FACEBK	$3.75
		TXN00019941		HARVARD BUSNS REV - Credit	($53.61)
		TXN00019971		STAPLES - HI LITERS, POST-IT'S	$179.06
		TXN00019982		STAPLES - HI LITERS	$8.61
BENTON RURAL ELECTRIC ASSOCIATION		12/14-74170526	220729	COLLINS RD RADIO TOWER ELECTRI	$50.78
CASCADE FIRE EQUIPMENT CORP DBA		113943	220861	ST 72-2015 AIR SAMPLES	$552.33
		113944		ST 73-2015 AIR SAMPLES	$552.33
CHARTER COMMUNICATIONS		2/15-11253 SUB B	220867	PERRY MTN RENT KGI-MARCH	$716.44
CITY OF RICHLAND		15-038GRUBBENHOFF	220869	NFA/EMMITSBURG/GRUBBENHOFF	$300.48
FRONTIER		1/15-206-188-0334	220743	VHF PHONE LINE 1/19-2/18	$410.98
GRUBENHOFF, ROBERT		15-038	220891	NFA/BAGGAGE FEES/GRUBBENHOFF	$50.00
HARRINGTON'S TROPHIES		73703	220746	NUMBERS FOR E-1722	$10.53
JT AUTOMOTIVE PARTS INC DBA		326311	220755	WINDSHIELD WASH FLUID	$11.16

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LAKELAND INC DBA		14-9711	220903	REPAIR-INSPECT BUNKER GEAR	$177.34
LEONARD, TRAVIS		011915	220907	LEONARD-ISO CLASS BOOK	$96.95
PARADISE BOTTLED WATER CO		1/15-FIRE ST 71	220773	BOTTLED WATER	$92.99
		1/15-FIRE ST 72		BOTTLED WATER	$92.99
		1/15-FIRE ST 73		BOTTLED WATER	$42.67
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$14.50
POCKETINET COMMUNICATIONS INC		73781	220924	STATION INTERNET FEES-FEB	$140.25
RICHLAND ACE HARDWARE		208899	220778	DESK LAMP	$21.71
		44725		HEATER/RAIN X	$124.27
		44797		TARPS/SNOW SHOVELS	$73.80
		44867		GRILL CLEANER	$7.05
		44900		NAME TAG VELCRO	$21.71
SABIN, ANDREW		011415	220932	SABIN-ISO CLASS BOOK	$98.00
SEW FABULOUS		1318RFD	221032	REMOVE & REPLACE PATCHES	$168.33
UNITED PARCEL SERVICE	S016214	000986641095	221040	GROUND PKG TO ELKHART BRASS FO	$16.04
UPTOWN CLEANERS		0571	220948	LINEN/UNIFORM LAUNDRY SRVCS	$256.67
		0604		LINEN/UNIFORM LAUNDRY SRVCS	$332.95
		0680		LINEN/UNIFORM LAUNDRY SRVCS	$336.82
		5397		LINEN/UNIFORM LAUNDRY SRVCS	$255.46
		5448		LABEL NEW UNIFORM	$107.21
		5499		LINEN/UNIFORM LAUNDRY SRVCS	$309.12
WA STATE ASSN OF FIRE CHIEFS		2015-271	220950	2015 WFC MEMBERSHIP DUES	$1,250.00
XEROX CORPORATION	P054988	077352732	220962	OFFICE COPIER LEASE/USAGE	$191.15
	P054995	077647833		ST 71 OFFICE COPIER LEASE/USAG	$353.09
				FIRE TOTAL****	**$9,151.51**
Division: 130 POLICE					
101 CLEANERS		1/15-9427360	220613	UNIFORM LAUNDRY SERVCE-JAN	$477.12
A & A MOTORCOACH INC		60875	220614	CITIZENS ACADEMY TOUR-2/17	$375.00
ALPHA PARTS & SUPPLY INC DBA		14106	220618	ALL SEASON JUMPSUIT-NELSON	$462.09
	P054824	14201	220845	JPD07/I JACKET DUTY DK NAVY	$407.25
	P054824			SHIPPING AND HANDLING IN STATE	$16.83
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$57.23
				287243288881 12/27-1/26/15	$18.45
				287243288881 12/27-1/26/15	$210.15
				287243288881 12/27-1/26/15	$56.50
				287243288881 12/27-1/26/15	$24.41
				287243288881 12/27-1/26/15	$62.06
				287243288881 12/27-1/26/15	$26.67
				287243288881 12/27-1/26/15	$35.93
				287243288881 12/27-1/26/15	$35.20
				287243288881 12/27-1/26/15	$58.02

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$31.47
				287243288881 12/27-1/26/15	$24.76
				287243288881 12/27-1/26/15	$24.48
				287243288881 12/27-1/26/15	$98.81
				287243288881 12/27-1/26/15	$65.63
				287243288881 12/27-1/26/15	$12.26
				287243288881 12/27-1/26/15	$79.72
				287243288881 12/27-1/26/15	$83.48
				287243288881 12/27-1/26/15	$17.83
				287243288881 12/27-1/26/15	$27.84
				287243288881 12/27-1/26/15	$96.83
				287243288881 12/27-1/26/15	$30.97
				287243288881 12/27-1/26/15	$18.32
BANK OF AMERICA		TXN00019689	220586	FRED-MEYER -STORAGE BOXES	$2.17
		TXN00019692		BIG 5 SPORTING GOODS-SHOES/GLO	$146.15
		TXN00019702		JOHN E. REID-REG INT & INTERRO	$550.00
		TXN00019708		FRED-MEYER -RAYMOND UNIFORM	$111.53
		TXN00019713		OFFICE DEPOT -MOUSE FOR TABLET	$21.65
		TXN00019719		STAPLES - BLUE CERT PAPER	$27.27
		TXN00019723		UPS INV 0000002654EE514	$51.41
		TXN00019731		BLUMENTHAL UNIFORMS/SWEATPANTS	$17.31
		TXN00019736		FRED-MEYER -GIFT CARDS	$1,295.00
		TXN00019737		UPS INV 0000002654EE524	$48.60
		TXN00019743		ANTHONY'S- GIFT CARDS (5)	$125.00
		TXN00019749		BRATWEAR INC. -ALTERATIONS	$147.32
		TXN00019751		BOBS BURGERS & BREW -14 GIFT C	$350.00
		TXN00019752		EAGLE PRINTING -PENCILS/FLYER/	$1,398.97
		TXN00019753		BRATWEAR INC. - Credit	($60.00)
		TXN00019759		WAPRO - CARPER DUES 2015	$25.00
		TXN00019761		SUNWEST SPORTSWEAR -POLO EMBRO	$65.20
		TXN00019762		SANDYS TROPHIES - GOLD NAME BA	$46.70
		TXN00019770		STEEBERS-INTERCEPTOR SPARE KEY	$17.11
		TXN00019789		UPS INV 0000002654EE015	$17.91
		TXN00019801		STAPLES - FLASH DRIVES/STAPLER	$240.07
		TXN00019811		STAPLES - SCISSORS	$5.82
		TXN00019846		AVANGATE AVS4YOU-UNLIMITED SUB	$177.00
		TXN00019865		ALBERTSONS-CITIZEN ACADEMY REF	$97.49
		TXN00019885		STAPLES - FOLDERS	$207.15
		TXN00019886		WHIA -REGISTRATION JANSEN/LUND	$1,170.00
		TXN00019895		STAPLES - KEYBOARD/PADS/ENV/PE	$971.15
		TXN00019902		ALASKA AIR #15-030 BENSON	$438.20

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019936	220586	BACKUPIFY-RPD-FACEBK	$3.75
		TXN00019950		UPS INV 0000002654EE035	$67.23
		TXN00019973		MAGNETFOREN -LICENSE RENEWAL	$700.00
		TXN00020003		GUIDANCE SOFTWARE INC - FORENS	$1,313.62
		TXN00020027		WAL-MART -PHONE CHARGERS	$64.90
		TXN00020028		WM SUPERCENTER -COAT HANGER	$24.40
		TXN00020034		NEWEGG.COM -HARD DRIVE	$649.95
		TXN00020036		UPS INV #0000002654EE045	$17.91
		TXN00020038		PAYPAL -PRECISION TACTICAL CO	$210.80
		TXN00020043		USPS POSTAGE	$93.00
		TXN00020044		IDEAL BLASTING SUPPLY - HOOKS/	$558.07
		TXN00020052		SPOK PUBLIC FACILITIES - ELECT	$18.48
		TXN00020059		STAPLES -HEATER/FLDRS/PENS/RUB	$83.61
		TXN00020062		AMAZON-MANFROTTO BALL HEAD	$359.96
		TXN00020063		AMAZON -CAMERA BOX TRIPODS	$1,869.76
		TXN00020067		WRENTECH INDUSTRIES - GLOCK SI	$167.05
		TXN00020068		LARUE TACTICAL - TRIPOD ADAPTE	$347.95
		TXN00020081		ATLANTIC TACTICAL -MISSING REC	$110.98
		TXN00020086		Amazon.com - MENS OXFORD SHOES	$57.99
BLUMENTHAL UNIFORM CO	P054661	106052-02	220628	UVS101 SHIRT LS UNDER VEST NAV	$48.82
	P054661			SHIPPING	$12.49
	P054661			SEW EMBLEM EACH SLEEVE	$2.17
	P054746	111271		0905440004 SWEATPANT, JERZEES	$17.37
	P054789	114305		#8131-1-04 SHIRT POLO SS BI/CO	$88.94
	P054789			#74273-162 PANT MENS KHAKI TAC	$54.29
	P054789			#74273-162 PANT MENS KHAKI TAC	$54.29
	P054789			SHIPPING	$14.12
	P054867	114305-80	220978	RETURNED PANTS FOR KANE	($54.14)
	P054786	115328	220628	SEW ON YEARS OF SERVICE INSIGN	$8.15
	P054786			NAMETAG 1"x5" DK NAVY BKGRD &	$22.64
	P054786			SEW BADGE EMBLEM ON GARMENT	$3.26
	P054786			71177-750 SHIRT MENS SS PDU CL	$162.87
	P054786			SHIPPING	$15.20
	P054786			SEW EMBLEM EACH SLEEVE	$6.52
	P054786			SEW NAME EMBLEM ON GARMENT	$3.26
	P054786			EMBROIDERY INSIGNIA PREMIER PE	$8.47
	P054786			4409MG COLLAR ORN, GODL SM LIE	$30.36
	P054811	115961		SHIPPING	$3.80
	P054811			MISC EMBROIDERY/EMB/NAME/INSIG	$108.60
	P054813	116023		97R66-86 SHIRT MENS SS DELUXE	$59.68
	P054813			SEW EMBLEM EACH SLEEVE	$2.17

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054813	116023	220628	SHIPPING	$13.58
	P054813			ADJUST FOR TAX	($0.01)
	P054813	116023-01		SEW ON YEARS OF SERVICE INSIGN	$1.63
	P054813			SHIPPING	$13.03
	P054813			SEW EMBLEM EACH SLEEVE	$2.17
	P054813			47W66-86 SHIRT MENS LS DELUXE	$67.28
	P054867	117233	220978	74326-750 PANT MENS CARGO PDU	$54.29
	P054867			SHIPPING	$13.58
	P054867			ADJUST FOR TAX	($0.01)
	P054867			64360-162 PANT WOMENS KHAKI	$54.29
	P054866	118005	220855	48112-191 JACKET MENS BLACK SA	$271.49
	P054866			VTX8000DT PANT MENS VERTX POLY	$104.15
	P054866			VTX4000NVP POLO SHIRT MENS NAV	$101.98
	P054866			MISC SPTSWR SWEATS POLO VTX400	$50.99
	P054866			VTX8000SMG PANT MENS VERTX POL	$52.07
	P054866			VTX8000OD PANT MENS VERTX POLY	$52.07
	P054866			VTX4000BKP POLO SHIRT MENS SS	$50.99
	P054866			SHIPPING	$15.20
CITY OF KENNEWICK		011475	220631	5 CITRIX LICENSES	$1,858.04
CITY OF RICHLAND		15-030 BENSON	220982	TRAINING/ST LOUIS/BENSON	$652.89
		15-042 GARCIA	220634	PSU CAREER FAIR/PORTLAND/GARCI	$209.63
		15-043 KANE		PSU CAREER FAIR/PORTLAND/KANE	$209.63
		15-044 DOSS		PSU CAREER FAIR/PORTLAND/DOSS	$209.63
COFFEY REFRIGERATION	S016152	067820	220871	REPAIR FOR EXIDENCE FREEZER	$2,377.00
DAY MANAGEMENT CORPORATION DBA		379020	220878	LISTEN ONLY EARPIECES	$611.42
DOMESTIC VIOLENCE SERVICES		23343	220642	DOMESTIC VIOLENCE SRVCS-JAN'15	$888.50
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$62.86
	S016200	2/15-253-003-5792	220743	TELEPHONE CHARGES 2/7/15 - 3/6	$641.77
GANG PREVENTION SERVICES		2015 GPS-KANE	220650	KANE-GANGS INSIDE OUT 15-081	$250.00
GARCIA, ED		15-042	220651	PSU CAREER FAIR/PARKING/GARCIA	$12.00
GRAINGER	S016203	9666337895	220888	HAND CLEANING TOWELS ITEM #24W	$134.48
KANE, RICHARD		15-043	220661	PSU CAREER FAIR/PARKING/KANE	$15.00
LABORATORY FOR SCIENCE INTERROGATION INC		021215LSI	220662	LSI BASIC COURSE/ADVANCE WS	$1,400.00
LANGUAGE LINE SERVICES LLC		3534645	220664	TRANSLATION SRVCS-JAN 2015	$13.50
LARSEN GUNSMITHING & FIREARMS	P054783	8166	220665	X300U-A-BK WEAPON LIGHT	$933.96
	P054783			#17708 LARGE ACCUMOLD INNER BE	$238.92
		8169		G2X TACTICAL/SF400 BULK	$1,091.43
	P054946	8183	220905	QUICK-KIT4-2	$38.01
	P054946			6005-6-123 LEG SHROUD	$89.05
LEEDWAY LLC	P054687	ML02091501	220906	ADJUST TAX	($0.04)
	P054687			OC-SCA-NVY-M SAFARILAND OREGON	$635.15

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LEEDWAY LLC	P054687	ML02091501	220906	OC-5PS SAFARILAND MOLLE POUCH	$285.08
	P054687			ADJUST FOR TAX	($0.01)
	P054687			CUSTOM ID PATCH: POLICE, 4X8 1	$55.22
	P054687			CUSTOM ID PATCH: POLICE 1X5 10	$32.42
	P054687			FREIGHT	$32.58
	P054687			CUSTOM ID PATCH: LAST NAME 1X5	$45.45
	P054659	ML02101501		OC-SCA-NVY-M SAFARILAND OREGON	$332.10
	P054659			FREIGHT	$10.86
MATHENY, RODNEY C		15-088 MATHENY	221014	BLEA TESTING/SEATTLE/MATHENY	$104.00
MEYER, BONNIE		021815	221017	MEYER-PROGRAM SUPPLIES	$127.38
MOON SECURITY SERVICES INC		752241	220918	RPD RANGE MONITORING-MARCH	$59.90
MORRELL, AMANDA		15-089 MORRELL	221021	BLEA TESTING/SEATTLE/MORRELL	$71.00
NETSENTIAL COM INC		34395	221022	SOFTWARE-RICHLANDSHIELD.ORG	$600.00
OXARC INC		47275PS	220920	CYLINDER DISPOSAL FEE	$5.43
		F317423		FIRE EXTINGUISHER ANNUAL MAINT	$51.58
		F317596	220680	FIRE EXTINGUISHER ANNUAL MAINT	$69.50
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$32.44
				POSTAGE 1/1-1/31/15	$365.32
RIVER CITY TOWING INC		13827	220930	EVIDENCE TOW-PRIORITY CALLOUT	$250.87
		13833		TOW CHARGES	$48.87
		13841		TOW CHARGES	$48.87
		13842		TOW CHARGE W/MILEAGE	$114.03
TACOMA SCREW PRODUCTS INC		22111677	220936	HANDCLEANER	$72.25
TREASURE VALLEY COFFEE CO		102514	220944	RPD COFFEE DELIVERY	$121.31
WASHINGTON STATE PATROL		I15005407	220704	BACKGROUND CHECKS-JAN 2015	$85.00
XEROX CORPORATION		078098873	220709	W7225 BASE CHRG/PRINTS-JAN	$196.82
		078098874		W7225 BASE CHRG/PRINTS-JAN	$216.62
		078098875		W7225 BASE CHRG/PRINTS-JAN	$203.42
		078098876		W7855 BASE CHRG/PRINTS-JAN	$530.56
		078098877		W7845 BASE CHRG/PRINTS-JAN	$268.18
				POLICE TOTAL****	**$35,967.88**
Division: 210 ADMINISTRATIVE SERVICES					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$31.59
BANK OF AMERICA		TXN00019773	220586	NATL-PUBLIC EMP DUES-C KOCH	$200.00
		TXN00019863		INTL PUBLIC MGMT-KOCH DUES	$149.00
		TXN00020020		FRED-MEYER-ASD LT GROUP-MTG SN	$94.97
				ADMINISTRATIVE SERVICES TOTAL****	**$475.56**
Division: 211 FINANCE					
BANK OF AMERICA		TXN00019852	220586	WFOA MEMBERSHIP-MARSH, J	$50.00
COLLECTORSOLUTIONS INC		2014564	220635	MERCHANT SRVC CHRGS-JAN'15	$23,738.87

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES INC		5502665177	220683	POSTAGE METER-RED INK	$325.78
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$36.85
				POSTAGE 1/1-1/31/15	$812.88
				POSTAGE 1/1-1/31/15	$2,712.05
POSTMASTER		PERMIT153-2/24	220775	POSTAGE 1/30-2/24/15	$7,533.60
TALENT WISE INC		92307050	220695	BACKGROUND CHECKS-DEC	$12.00
		92426415		BACKGROUND CHECKS-JAN	$48.00
XEROX CORPORATION		078217638	220795	W7225 METER USAGE CREDIT	($41.80)
		078217639		W7225 METER USAGE REBILL	$20.40
		078217640		W7225 BASE CHRG/PRINTS-JAN	$173.31
				FINANCE TOTAL**	**$35,421.94**
Division: 212 PURCHASING					
BANK OF AMERICA		TXN00019747	220586	Shipping Charges for Free Work	$354.38
				Shipping Charges for Free Work	$354.37
		TXN00019782		Membership - Natl Procurement	$90.00
		TXN00019834		AMAZON/CORRECTION TAPE	$10.43
		TXN00019851		AMAZON/LABELS,STENO PADS	$63.38
		TXN00019916		Class-PW Bidding & Contracting	$140.00
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$5.41
				PURCHASING TOTAL**	**$1,017.97**
Division: 213 INFORMATION TECHNOLOGY					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$62.06
BANK OF AMERICA		TXN00019714	220586	WEBEX-MONTHLY FEE FOR WEBEX	$25.99
		TXN00019734		SCHNEIDERELECTRIC IT-APC REPLA	$450.26
		TXN00019867		STAPLES --OFFICE SUPPLY	$21.51
		TXN00019868		STAPLES -LAPTOP BACKPACK	$38.00
		TXN00019894		2CO.COM SITEUPTIM -ALERT SW IN	$48.00
		TXN00019961		SIMPLILEARN-CAPM 30 DAY ONLINE	$65.50
		TXN00019985		HTTP://WEBEX.COM - WEBEX MONTH	$26.06
		TXN00019987		SIMPLILEARN AMERICAS - PROJECT	$17.00
		TXN00020017		PROJECT MANAGEMENT-ANNUAL DUES	$154.00
		TXN00020018		NEWEGG-SATA ADAPTER	$28.98
		TXN00020025		PROJECT MANAGENT INSTITUT-ANNU	$154.00
		TXN00020039		PROJECT MANAGEMENT INSTIT-ANNU	$154.00
BARRACUDA NETWORKS INC	S016157	1154542	220848	REFRESH- BARRACUDA MESSAGE	$6,749.00
CERIUM NETWORKS INC	P054981	044649	220865	Engineer Remote Sys Programmin	$521.28
	P054980	044675		Engineer -Remote Sys Programmi	$173.76
CITY OF RICHLAND		15-086 DICKEY	220869	PMI-PMP EXAM/SPOKANE/DICKEY	$201.65
DELL COMPUTER CORPORATION	P054839	XJMRKRCR4	220640	TOWER, OPTIPLEX 9020 SMALL FOR	$18,150.51
MID COLUMBIA ENGINEERING INC	P054872	ST007172	220673	RICH AUSTILL, AS400 MNTNC SERV	$143.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	P054872	ST007193	220913	RICH AUSTILL, AS400 MNTNC SERV	$143.00
US NETSERVICES LLC	P054933	S-14083/2015	220701	SERVICE SILVER SUPPORT LEVEL	$299.00
	P054933	W-14083/2015		CALL MANAGER STD WARRANTY RENE	$195.00
XEROX CORPORATION		078098870	220795	W7855 BASE CHRG/PRINTS-JAN	$88.40
				INFORMATION TECHNOLOGY TOTAL****	**$27,909.96**
Division: 220 HUMAN RESOURCES					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$41.58
BANK OF AMERICA		TXN00019727	220586	SQ STONE SOUP - IUOE NEGOTIAT	$96.43
		TXN00019754		STAPLES - FOLDER TT CLASS	$42.24
		TXN00019763		STAPLES - PAPER INSERT WITE OU	$26.80
		TXN00019833		YAKIMA HERALD - AD HR ANALYST	$149.00
		TXN00019856		ASSN CAREER - AD HR ANALYST	$351.00
		TXN00019857		LINKEDIN - AD HR ANALYST	$199.00
		TXN00019859		THE SPOKESMAN - AD HR ANALYST	$205.50
		TXN00019907		STAPLES - HANGING TABS POST IT	$59.71
		TXN00019929		STAPLES - PLASTIC TABS REF SHE	$48.75
		TXN00019935		STAPLES - Credit	($13.38)
		TXN00019951		PANDA EXPRESS - IUOE NEGOTIATI	$14.12
		TXN00019954		PANDA EXPRESS - IUOE NEGOTIATI	$40.18
		TXN00019964		STAPLES - EZTOUCH STAPLERS	$159.82
		TXN00020016		ROUND TABLE - POLICE MEDIATION	$72.54
		TXN00020077		NORTHWEST - CONFERENCE SEATTLE	$325.00
COLUMBIA INDUSTRIES SUPPORT LLC		262339	220638	SHREDDING SRVCS-HR 1/07/15	$39.52
HYAS GROUP LLC		1311	220899	1Q 2015 DEFER COMP PLAN FEE	$8,500.00
MID COLUMBIA POLYGRAPH		020515	220674	POLYGRAPH EXAMS	$600.00
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$5.13
TALENT WISE INC		92307050	220695	BACKGROUND CHECKS-DEC	$10.86
		92426415		BACKGROUND CHECKS-JAN	$182.86
TRI CITY HERALD		1872370	220699	HR ANAYLST JOB POSTING AD	$304.60
				HUMAN RESOURCES TOTAL****	**$11,461.26**
Division: 300 COMMUNITY &DEVELOPMENT SERVICE					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$69.52
				287243288881 12/27-1/26/15	$27.84
BANK OF AMERICA		TXN00019887	220586	PAYPAL-TRIDEC_EOF-BK-BM-PL-JMA	$60.00
				COMMUNITY &DEVELOPMENT SERVICE TOTAL****	**$157.36**
Division: 301 DEVELOPMENT SERVICES					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$32.97
				287243288881 12/27-1/26/15	$30.97
				287243288881 12/27-1/26/15	$62.06

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019690	220586	IAPMO-KREX 2015 MEMBERSHIP	$200.00
		TXN00019715		PAYPAL-JSHUSTER 2015 WSAPT DUE	$35.00
		TXN00019718		AM PLNG ASSOC-ALAMBERT 2015	$394.00
		TXN00019728		SUNWEST SPORTSWR-LOGO APPAREL	$169.24
				SUNWEST SPORTSWR-LOGO APPAREL	$534.11
		TXN00019739		SUNWEST SPORTSWEAR - Credit	($7.50)
		TXN00019745		SUNWEST SPORTSWEAR - Credit	($0.62)
		TXN00019777		PAYPAL-NMILLER 2015 WSAPT DUES	$35.00
		TXN00019796		STAPLES-PADS/NOTES/WIPES/BANDS	$78.27
		TXN00019977		WAL-MART #3261-THUMB DRIVE	$28.07
		TXN00019983		ICC ONLINE TRNG-DMCCARTY	$79.00
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		2015-8	220976	2015 BFCG MEMBER ASSESSMENT	$31,566.00
MCLEAN LAW OFFICE		C178-14	220670	C178-14 HEARING EXAMINER SRVCS	$2,803.50
MID COLUMBIA ENGINEERING INC	P054807	ST007173	220673	SHAUN SCHLUTER TEMPORARY INSPE	$1,624.00
	P054807	ST007194	220913	SHAUN SCHLUTER TEMPORARY INSPE	$1,299.20
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$49.92
				POSTAGE 1/1-1/31/15	$5.28
TRI CITY HERALD	S016191	15-8153	220699	NOTICE OF PUBLIC HEARING Z2014	$46.20
	S016191	15-8162		DETERMINATION OF NON-SIGNIFICA	$87.26
	S016191	15-8163		DETERMINATION OF NON-SIGNIFICA	$85.55
	S016191	15-8214		NOTICE OF APPLICATION 500 LINE	$53.04
	S016191	15-8217		NOTICE OF APPLICATION 3-STORY	$46.20
US BANK EQUIPMENT FINANCE INC		272212002	220787	XEROX 6604 PYMT-3/6-4/5/15	$326.40
				DEVELOPMENT SERVICES TOTAL****	**$39,663.12**
Division: 302 REDEVELOPMENT					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$62.06
BANK OF AMERICA		TXN00019729	220586	RS MEANS - Purchase	$1,209.95
		TXN00019887		PAYPAL-TRIDEC_EOF-BK-BM-PL-JMA	$60.00
ENTERPRISE RENT A CAR		1/15-45WA423	220883	14-447 MOORE RENTAL CAR	$112.15
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$20.21
THE ART OF DAVID C MULLINS		00011	220937	REMOVE GRAFITTI-UPTOWN MURAL	$141.18
THREE RIVERS COMMUNITY FOUNDATION		28-15	220941	2015 CAVALCADE OF AUTHORS	$750.00
				REDEVELOPMENT TOTAL****	**$2,355.55**
Division: 303 LIBRARY					
BANK OF AMERICA		TXN00019732	220586	INGRAM BOOKS	$315.12
		TXN00019742		INGRAM BOOKS	$77.96
		TXN00019755		INGRAM BOOKS	$103.49
		TXN00019776		PROQUEST	$920.55
		TXN00019780		INGRAM BOOKS	$192.98
		TXN00019790		GALE Books	$79.56

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019791	220586	PROQUEST DATABASE	$1,100.04
		TXN00019808		TUMBLEBOOKS DATABASE	$698.60
		TXN00019827		RECORDED BOOKS AUDIOBOOK	$122.86
		TXN00019836		INGRAM BOOKS	$51.28
		TXN00019875		GALE BOOKS	$54.56
		TXN00019876		MEETING SUPPLIES	$22.94
		TXN00019880		OXFORD UNIVERSITY PRESS BOOKS	$93.88
		TXN00019889		CODING FOR KIDS - EM	$40.00
		TXN00019904		INGRAM BOOKS	$16.01
		TXN00019905		INGRAM BOOKS	$1,288.02
		TXN00019908		BATTERIES	$50.04
		TXN00019910		OFFICE SUPPLIES	$260.82
		TXN00019911		PAPER	$114.02
		TXN00019919		Amazon Books	$143.37
		TXN00019924		INGRAM BOOKS	$385.43
		TXN00019927		INGRAM BOOKS	$202.38
		TXN00019936		BACKUPIFY-LIBRARY-FACEBK	$3.75
		TXN00019956		EVERGREEN TRNG - LA, TB, EM, D	$800.00
		TXN00019957		INGRAM BOOKS	$368.07
		TXN00019958		INGRAM BOOKS	$119.51
		TXN00019972		INGRAM BOOKS	$226.49
		TXN00019976		SHOPVAC	$129.23
		TXN00019981		INGRAM BOOKS	$287.39
		TXN00019991		CLASSIFICATION LABELS	$105.24
		TXN00020000		INGRAM BOOKS	$1,461.79
		TXN00020009		SPINE LABELS	$316.94
		TXN00020014		DVD CASE, LAMINATE, BOOK TAPE	$1,857.76
		TXN00020015		GALE BOOKS	$476.52
		TXN00020019		OVERDRIVE DIGITAL BOOKS	$557.37
		TXN00020026		INGRAM BOOKS	$39.29
		TXN00020030		INGRAM BOOKS	$231.11
		TXN00020031		INGRAM BOOKS	$87.19
		TXN00020040		BOOK MARKS	$346.90
		TXN00020045		CD BINDERS	$1,856.34
		TXN00020050		INGRAM BOOKS	$275.28
CASCADE NATURAL GAS CORP		2/15-61897100006	220862	NAT GAS 955NORTHGATE 1/15-2/17	$1,519.12
COLUMBIA INDUSTRIES SUPPORT LLC		262338	220638	SHREDDING SRVCS-LIBRARY 1/5	$79.04
OCLC INC		0000374401	220679	CATALOGING SRVCS-JAN	$990.47
XEROX CORPORATION		078098886	220709	W7225 BASE CHRG/PRINTS-JAN	$252.27
		078157581		W7225 BASE CHRG/PRINTS-JAN	$173.95
		078157582		W7225 BASE CHRG/PRINTS-JAN	$260.67

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		078183876	220709	W7225 BASE CHRG/PRINTS-JAN	$142.97
				LIBRARY TOTAL****	**$19,298.57**
Division: 330 PARKS & RECREATION ADMIN					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$16.92
				287243288881 12/27-1/26/15	$21.93
				287243288881 12/27-1/26/15	$27.84
				287243288881 12/27-1/26/15	$62.06
				PARKS & RECREATION ADMIN TOTAL****	**$128.75**
Division: 331 PARKS & REC - RECREATION					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$12.26
ATOMIC SCREENPRINT & EMBROIDERY		12201	220623	YOUTH BASKETBALL T-SHIRTS	$4,456.02
		12255		YOUTH BASKETBALL T-SHIRTS	$39.03
BANK OF AMERICA		TXN00019711	220586	DELL/MONITORS	$758.06
		TXN00019721		FRED-MEYER -CANDY FOR BINGO	$11.49
		TXN00019722		C&C SMART FOOD- Coffee supplie	$18.56
		TXN00019730		DELL/MONITOR	$250.16
		TXN00019740		THE HOME DEPOT #4746 - plywood	$176.49
		TXN00019839		WASHINGTON RECREATION AND - ME	$130.00
		TXN00019848		WASHINGTON RECREATION AND - Co	$648.00
		TXN00019858		ALBERTSONS #213 - Purchase	$17.73
		TXN00019891		BEST BUY TV ANTENNA FOR RCC	$39.08
		TXN00019933		BLANKS USA - Credit	($26.30)
		TXN00019934		BLANKS USA - Purchase	$34.25
		TXN00019936		BACKUPIFY-PARKS&PUBFAC-FACEBK	$3.75
		TXN00019943		BLANKS USA - Purchase	$26.30
		TXN00019980		BLUE MOUNTAIN COUNCIL -SCHOOL	$250.00
		TXN00019988		STAPLES - Purchase	$43.01
		TXN00019990		ISSUU - Purchase	$228.00
		TXN00019993		STAPLES - Purchase	$42.27
		TXN00019998		DOLRTREE 2566 00025668 - Purch	$17.12
		TXN00020013		WM SUPERCENTER #3261 - Purchas	$37.24
		TXN00020035		WM SUPERCENTER - laptop case	$32.55
		TXN00020047		FRED M FUEL #9180 Q76 - Purch	$24.70
		TXN00020058		LIL JONS RESTAURANT - Purchase	$53.90
FOSTER, CATHY I		FEBRUARY 2015	220742	FOOT CARE CLASSES-FEB	$524.40
		JANUARY 2015		FOOT CARE CLASSES-JAN	$496.80
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$180.84
MID COLUMBIA ENGINEERING INC	P054820	ST007174	220770	RP3 - GENERAL EDUCATION	$1,338.65
	P054820	ST007195	220913	RP3 - GENERAL EDUCATION	$300.30
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$21.40

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		45030	220689	EXTENSION CORDS	$4.34
WASHINGTON CITIES INSURANCE AUTHORITY		101177	220789	NOTARY BOND-JUSTIN BROWN	$50.00
		101178		NOTARY BOND-STAN JOHNSON	$50.00
		101194		NOTARY BOND-CARMEN GARCIA	$50.00
WASHINGTON STATE TREASURER		NOTARY-BROWN	220736	NOTARY APPLICATION-J BROWN	$30.00
		NOTARY-GARCIA	220737	NOTARY APPLICATION-C GARCIA	$30.00
		NOTARY-JOHNSON	220738	NOTARY APPLICATION-S JOHNSON	$30.00
WHITE LOTUS ENTERPRISES		JANUARY 2015	220960	KARATE INSTRUCTOR JAN 2015	$89.72
				PARKS & REC - RECREATION TOTAL****	**$10,520.12**
Division: 335 PARKS & REC - PARKS&FACILITIES					
ABM JANITORIAL NORTHWEST		7650894	220844	JANITORIAL SRVCS-FEB	$9,417.47
		7666501	220617	CLEAN SEALER FROM CONCRETE	$279.50
AMSAN		328512462	220728	DISHWASHER SOAP/WTR CONDITIONE	$324.24
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$62.06
				287243288881 12/27-1/26/15	$30.97
				287243288881 12/27-1/26/15	$62.06
				287243288881 12/27-1/26/15	$22.57
				287243288881 12/27-1/26/15	$18.18
				287243288881 12/27-1/26/15	$32.97
BANK OF AMERICA		TXN00019696	220586	JOBS NURSERY LLC - tree	$118.79
		TXN00019707		CENTRAL HOSE/PUSH TO CONNECT	$27.24
		TXN00019725		AIREFCO/V-BELT 42"	$12.91
		TXN00019733		GRIGGS ACE HARDWARE - Seal tap	$3.87
		TXN00019735		ACE HARDWARE - drain boiler br	$17.62
		TXN00019772		GRIGGS ACE HARDWARE - mouse tr	$3.88
		TXN00019774		GENSCO/REVERSING VALVE	$78.13
		TXN00019775		AIREFCO/V-BELT,CAP'N'HOOP	$221.11
		TXN00019783		FRONTIER FENCE INC - rail-end,	$37.53
		TXN00019784		ATOMIC SCREENPRINTING - Purcha	$189.74
		TXN00019787		WW GRAINGER/THERMOMETER,VALVE	$251.72
		TXN00019788		FERGUSON/ADAPTER,BUSH,GUARD	$16.51
		TXN00019793		THE HOME DEPOT #4746 - Purchas	$111.40
		TXN00019794		ACE HARDWARE - tie down ratche	$117.26
		TXN00019795		SUSTAINABLE SUPPLY/PUSH BUTTON	$92.60
		TXN00019799		GENSCO/SHIPPING FOR VAVLE	$0.92
		TXN00019800		BC SALES - safety vests	$25.85
		TXN00019804		STEEBERS LOCK SERVICE - Purcha	$25.99
		TXN00019806		OFFICE DEPOT/OFFICE SUPPLIES	$74.88
		TXN00019809		ACE HARDWARE - totes	$86.84
		TXN00019813		SHERWIN WILLIAMS #8461 - paint	$10.41
		TXN00019815		THE HOME DEPOT #4746 - rail en	$54.98

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019816	220586	FASTENAL COMPANY01 - nuts and	$34.15
		TXN00019817		FERGUSON/MALE ADTP FOR POOL	$234.66
		TXN00019818		AIREFCO/REVERSING VALVE TIP	$283.72
		TXN00019821		ACE HARDWARE - file	$10.58
		TXN00019828		STEEBERS LOCK SERVICE - keys	$11.22
		TXN00019832		NPC NEW PIG CORP - HVAC suppli	$145.19
		TXN00019835		NPC NEW PIG CORP - HVAC suppl	$73.47
		TXN00019838		WSU PESTICIDE EDUCATION - trai	$600.00
		TXN00019840		WSU PESTICIDE EDUCATION - trai	$120.00
		TXN00019845		GRIGGS ACE HARDWARE - file, ch	$25.78
		TXN00019850		THE HOME DEPOT #4746 - spray p	$37.38
		TXN00019854		WSU CAHE WEB - study guides	$128.69
		TXN00019861		FASTENAL/CHNLNUT FOR POOL	$16.20
		TXN00019866		WSU CAHE WEB - study material	$19.44
		TXN00019869		FASTENAL/RPD VFD INSTALL	$35.45
		TXN00019870		STEEBERS LOCK SERVICE - keys	$30.41
		TXN00019878		TACOMA SCREW PRODUCTS - bolts	$40.08
		TXN00019893		AIREFCO/CONTACTOR 24V 50 AMP	$101.48
		TXN00019896		FASTENAL COMPANY01 - nuts, bol	$58.07
		TXN00019903		GRIGGS ACE HARDWARE - wrench s	$67.58
		TXN00019906		PROBUILD NORTHWEST #713 - plyw	$136.99
		TXN00019909		WSU CAHE WEB - study materials	$86.34
		TXN00019918		SHERWIN WILLIAMS #8461 - paint	$119.99
		TXN00019920		EWING IRRIGATION PRD#181 - Pur	$326.64
		TXN00019925		THE HOME DEPOT #4746 - nuts, b	$58.55
		TXN00019928		PROBUILD NORTHWEST #713 - plyw	$143.13
		TXN00019932		GRIGGS ACE HARDWARE - glue nai	$27.12
		TXN00019939		THE HOME DEPOT #4746 - plywood	$54.75
		TXN00019942		EWING IRRIGATION PRD#181 - Pur	$243.26
		TXN00019945		THE HOME DEPOT #4746 - washer,	$79.40
		TXN00019967		JOHNSTONE SUPPLY/ICE MACHING P	$253.84
		TXN00019968		VERIS INDUSTRIES /CURRENT SWIT	$248.85
		TXN00019970		IN PERFECTION PITTSBURGH - WB	$278.74
		TXN00019978		GRIGGS ACE HARDWARE - Purchase	$40.27
		TXN00019979		IN PERFECTION PITTSBURGH - pa	$262.69
		TXN00019986		STEEBERS LOCK SERVICE - keys	$40.18
		TXN00019989		NATIONAL TOOL GRINDING - fence	$422.35
		TXN00020007		ACE HARDWARE - totes	$9.76
		TXN00020011		KIE SUPPLY- IRRIGATI - Purchas	$35.95
		TXN00020021		GRIGGS ACE HARDWARE - kickdown	$39.05
		TXN00020042		EWING IRRIGATION PRD#181 - Pur	$106.65

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020046	220586	ACE HARDWARE - clamps, elbows	$28.08
		TXN00020049		THERMAL SUPPLY/BUSHING-REDUCIN	$10.88
		TXN00020051		IRRIGATION SPECIALISTS IN - su	$79.27
		TXN00020066		ACE HARDWARE - hose bibs	$27.12
		TXN00020069		THE HOME DEPOT #4746 - screws,	$36.77
		TXN00020070		GRIGGS ACE HARDWARE - buckets	$6.52
		TXN00020083		GRIGGS ACE HARDWARE - Purchase	$31.71
		TXN00020087		EWING IRRIGATION PRD#181 - Irr	$288.69
BEAVER BARK & ROCK		660378	220625	SOIL	$43.40
		660387		SOIL	$43.40
		660403		SOIL	$65.09
		660406		SOIL	$43.40
		660418		SOIL	$43.40
		660422		COMPOST SOIL	$91.18
		660461		COMPOST SOIL	$91.18
BENTON COUNTY SHERIFF'S OFFICE		12/14-WORKCREW II	220851	WORKCREW II-DEC 2014	$6,996.45
BUILDERS HARDWARE & SUPPLY CO INC		S3385254.001	220860	WALL MOUNT READER/KEYPAD	$577.73
		S3385257.001		ACCESS CONTROL SRVCS 2/9/15	$358.31
CITY OF RICHLAND		15-025 MOORE	220869	SIEMENS W/S-SEATTLE/MOORE	$185.00
COLE INDUSTRIAL INC		YA19234	220872	REPLACE ROPE GASKET-MC UNIT	$1,179.74
COMPLETE CLEANING SYSTEMS		6715	220875	CLEAN WAREHOUSE FLOOR	$175.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-543715	220876	600V FUSES	$53.21
DEPARTMENT OF LABOR & INDUSTRIES		252578	220735	BOILER PRESSURE VESSEL CERT	$21.50
FARMERS EXCHANGE		135110	220645	CHAINSAW REPAIRS	$44.94
FREMAREK INC DBA		0544606-IN	220885	URINAL SCREENS/VMR WIPES	$931.49
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$29.87
	S016210			TELEPHONE CHARGE 2/19/15 - 3/1	$1,047.53
HERTZ EQUIPMENT RENTAL CORP		27866048-001	220655	TILLER RENTAL 2/9/15	$74.93
KELLER SUPPLY COMPANY		S008244050.002	220764	SENSOR WINDOW HOUSING	$80.32
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		914123	220901	HOSE CLAMP/POXY STICK	$10.57
KRUEGER SHEET METAL CO	P053969	27619-RET	221009	REPLACE GP POOL BATHHOUSE ROOF	$3,762.50
MILESTONES ATHLETIC SUPPLY INC		82083	220915	BREAKAWAY BASES/HOME PLATES	$1,030.61
MOON SECURITY SERVICES INC		751836	220918	LIBRARY FIRE MONITORING-MAR	$33.00
		752911		CREHST FIRE MONITORING-MAR	$53.00
		754286		FIRE MONITORING SRVCS-MARCH	$330.00
RICHLAND ACE HARDWARE		209034	220778	MOUNTING TAPE	$9.76
		45026	220929	IRRIGATION PARTS	$40.45
		45027		RETURN IRRIGATION PARTS	($40.45)
		45174	220778	TEXTURE SPRAY	$16.28
		45231	220929	TEXTURE SPRAY	$32.56
		45250		CABLE TIES	$34.71

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		45274	220929	P TRAP	$6.51
		45283		CFL BULBS	$18.71
TACOMA SCREW PRODUCTS INC		22111459	220936	AIR LINE REGULATOR	$36.24
TALENT WISE INC		92307050	220695	BACKGROUND CHECKS-DEC	$514.00
WA STATE DEPT OF AGRICULTURE		74983/2015	220788	2015 PESTICIDE LIC/F TILLEY	$66.00
WALLA WATER INC DBA		13834	220951	WEATHERSTRIP BAY DOOR	$595.40
		13882		W-1 DOOR-SERVICE CALL	$124.89
		13900		3" ROLLERS BAY W-3 DOOR	$481.32
WASHINGTON STATE PATROL		I15005380	220704	BACKGROUND CHECKS-JAN	$30.00
WILBUR ELLIS COMPANY	S016181	8683128	220792	TAX	$443.12
	S016181			GALLERY - SC	$756.25
	S016181			FOUNDATION 2.5 GAL CONTAINER	$1,078.20
	S016181			PIPER 3.75 LB. CONTAINERS	$1,992.19
	S016181			POLY ZONE	$156.33
	S016181			IN PLACE 2.5 GAL CONTAINER	$327.50
	S016181			RANGER PRO 2.5 GAL CONTAINER	$332.00
	S016181			R11 2.5 GAL CONTAINER	$510.00
				PARKS & REC - PARKS&FACILITIES TOTAL****	**$42,386.01**
Division: 338 PARKS & REC - PROJECT ADMIN					
BANK OF AMERICA		TXN00019822	220586	THE HOME DEPOT #4746 - paint	$87.54
		TXN00019890		WDFW HYDRAULIC PERMITS	$150.00
PRINTER TECH SERVICE & SUPPLIES		17296	220685	INK CARTRIDGES	$638.57
XEROX CORPORATION		078098870	220795	W7855 BASE CHRG/PRINTS-JAN	$54.82
				PARKS & REC - PROJECT ADMIN TOTAL****	**$930.93**
Division: 900 NON-DEPARTMENTAL					
ARBAUGH & ASSOCIATES INC		1405	220621	ARBAUGH CONTRACT FEES-JAN'15	$1,470.00
EAST OREGONIAN PUB CO		8612 LATE FEE	220881	BLRF-PARKS AD LATE FEE	$4.91
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$73.13
STATE AUDITOR'S OFFICE		L107002	220694	AUDIT SERVICES-JAN 2015	$1,302.42
				NON-DEPARTMENTAL TOTAL****	**$2,850.46**
				GENERAL FUND Total ***	**$348,264.27**
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
A CORE INC		351886	220615	CURB CUTTING-THAYER & LONG	$271.50
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$12.26
				287243288881 12/27-1/26/15	$112.25
				287243288881 12/27-1/26/15	$76.00
BANK OF AMERICA		TXN00019798	220586	LEX GO WIRELESS/CELL CASE	$24.90
		TXN00019974		WSU PESTICIDE - FLATAU TRAININ	$180.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020008	220586	OFFICE DEPOT - OFFICE SUPPLIES	$42.06
CENTRAL HOSE & FITTINGS INC		404337	220863	BRASS BALL VALVES	$63.79
EBERLE DESIGN INC		13224	220989	REPAIR TRAFFIC CONTROLLER	$225.00
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$54.39
	S016210			TELEPHONE CHARGE 2/19/15 - 3/1	$29.87
HERTZ EQUIPMENT RENTAL CORP		27871707-001	220747	LIQUID PROPANE	$104.00
		27885835-001	220895	LIQUID PROPANE	$79.30
HOUGEN MANUFACTURING INC	S016170	985701	220658	FREIGHT	$115.91
	S016170			DRILL KIT, RAIL BOSS GAS RB28,	$3,102.50
JT AUTOMOTIVE PARTS INC DBA		327932	220755	PINS	$0.20
RICHLAND ACE HARDWARE		209029	220689	SCREWDRIVER BIT SET	$10.85
		209071	220778	NIPPLE	$3.25
		209078		50' HOSE	$43.43
WESTERN CONCRETE ACCESSORIES		29482	220956	CONCRETE BROOM/HANDLE/GROOVER	$168.50
XEROX CORPORATION		078098870	220795	W7855 BASE CHRG/PRINTS-JAN	$50.67
				STREETS MAINTENANCE TOTAL****	**$4,770.63**
Division: 402 ARTERIAL STREETS					
BERGER ABAM ENGINEERS INC	P054546	309537	220854	DUPORTAIL BRIDGE - DESIGN	$27,148.19
EPIC LAND SOLUTIONS INC	P053839	0115-0448	220991	STEVENS DR EXTENSION - RELOCAT	$339.20
PHASE 2 ELECTRIC INC	P054693	C14-39/PYMT 1	220922	ACCESSIBLE PEDESTRIAN SIGNAL	$4,490.00
WATTS CONSTRUCTION INC	P053983	C94-14/RETAINAGE	220706	CANYON ST RECONSTRUCTION - 94-	$16,383.40
				ARTERIAL STREETS TOTAL****	**$48,360.79**
				CITY STREETS Total ***	**$53,131.42**
FUND 110 LIBRARY					
Division: 303 LIBRARY					
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$485.54
UNITED PARCEL SERVICE	S016214	000986641095	221040	GROUND PKG TO LIBRARY OF VIRGI	$4.13
				LIBRARY TOTAL****	**$489.67**
				LIBRARY Total ***	**$489.67**
FUND 112 INDUSTRIAL DEVELOPMENT FUND					
Division: 305 ECONOMIC DEVELOPMENT					
ARBAUGH & ASSOCIATES INC		1405	220621	ARBAUGH CONTRACT FEES-JAN'15	$150.00
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$12.47
BANK OF AMERICA		TXN00019744	220586	FEDEX - CWCP OVERNIGHT-SPOKANE	$5.77
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$8.89
RGW ENTERPRISES PC	P053800	1/15 DOE LAND	220928	INCREASE TO PURCHASE ORDER PER	$475.00
	P053800	1/15-CWCP		INCREASE TO PURCHASE ORDER PER	$1,425.00
	P053800	1/15-HORN RAPIDS		INCREASE TO PURCHASE ORDER PER	$332.50

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RGW ENTERPRISES PC	P053800	1/15-HRBC	220928	INCREASE TO PURCHASE ORDER PER	$787.50
	P053800	1/15-HRIP		INCREASE TO PURCHASE ORDER PER	$1,140.00
	P053800	1/15-POLAR 2		INCREASE TO PURCHASE ORDER PER	$2,615.00
	P053800	1/15-RADIO TOWER		INCREASE TO PURCHASE ORDER PER	$285.00
	P053800	1/15-SI STEEL		INCREASE TO PURCHASE ORDER PER	$380.00
	P053800	1/15-SUNRISE		INCREASE TO PURCHASE ORDER PER	$1,330.00
				ECONOMIC DEVELOPMENT TOTAL****	**$8,947.13**
Division: 306 ECONOMIC DEVELOPMENT PROJECTS					
HDR ENGINEERING INC		00435036-H	220654	C14-09 HR TRACK E/C SUPPORT	$6,776.91
PERMIT SURVEYING INC		12023-7	220682	HR RAILROAD-CORRECT ROW-BLA	$360.00
		14037-4		HRBC SITE PLAN MODIFICATIONS	$540.00
		15008-1		DOE LAND TRANSFER RESEARCH	$1,215.00
		15018-1		SURVEY-ROW POLAR WAY-ROBERTSON	$1,133.00
				ECONOMIC DEVELOPMENT PROJECTS TOTAL****	**$10,024.91**
				INDUSTRIAL DEVELOPMENT FUND Total ***	**$18,972.04**
FUND 150 HOTEL/MOTEL FUND					
Division: 307 HOTEL/MOTEL TAX					
TRI CITIES VISITOR & CONVENTION BUREAU		153781	220698	TCVCB MONTHLY DUES-JAN'15	$16,091.70
				HOTEL/MOTEL TAX TOTAL****	**$16,091.70**
				HOTEL/MOTEL FUND Total ***	**$16,091.70**
FUND 151 SPECIAL LODGING ASSESSMENT					
Division: 339 TOURISM PROMOTION AREA					
TRI CITIES VISITOR & CONVENTION BUREAU		JAN 2015	220698	SPECIAL LODGING ACCESS JAN'15	$28,609.71
				TOURISM PROMOTION AREA TOTAL****	**$28,609.71**
				SPECIAL LODGING ASSESSMENT Total ***	**$28,609.71**
FUND 153 COMMUNITY DEV BLOCK GRANT					
Division: 308 CDBG PROGRAM					
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$8.65
				CDBG PROGRAM TOTAL****	**$8.65**
				COMMUNITY DEV BLOCK GRANT Total ***	**$8.65**
FUND 154 HOME FUND					
Division: 000					
GEBRETATIOS, FITSUM		REFUND	220745	REFUND OVERPAY-518 BLUE ST	$6.21
				UNASSIGNED TOTAL****	**$6.21**
Division: 309 HOME PROGRAM					

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF PASCO		DEC-2014	220632	HOME ADMIN FEE-3RD QTR 2014	$1,923.64
TRI CITY TITLE & ESCROW		DPA 15-02	220946	DPA-HOLGUIN-1109 ADAMS	$10,000.00
		DPA 15-03	220947	DPA-HETTINER-2016 NEWCOMER	$10,000.00
				HOME PROGRAM TOTAL****	**$21,923.64**
				HOME FUND Total ***	**$21,929.85**
FUND 218		**POLICE STATION DEBT SERVICE**			
Division: 972		POLICE STATION DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1640524	220938	RICUTGOREF05 ADMIN FEE	$26.82
				POLICE STATION DEBT SERVICE TOTAL****	**$26.82**
				POLICE STATION DEBT SERVICE Total ***	**$26.82**
FUND 220		**RICHLAND COMMUNITY CTR DEBT**			
Division: 973		RICHLAND CENTER DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1640524	220938	RICUTGOREF05 ADMIN FEE	$26.82
				RICHLAND CENTER DEBT SERVICE TOTAL****	**$26.82**
				RICHLAND COMMUNITY CTR DEBT Total ***	**$26.82**
FUND 222		**LIBRARY DEBT SERVICE**			
Division: 974		LIBRARY DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1640543	220938	RICUTGO07 ADMIN FEE	$53.64
				LIBRARY DEBT SERVICE TOTAL****	**$53.64**
				LIBRARY DEBT SERVICE Total ***	**$53.64**
FUND 301		**STREETS CAPITAL CONSTRUCTION**			
Division: 402		ARTERIAL STREETS			
SEALIB PROPERTIES LLC	P054950	56571	220690	STEVENS DR EXTENSION - SEALIB	$901.50
	P054950	57077		STEVENS DR EXTENSION - SEALIB	$675.00
	P054950	57545		STEVENS DR EXTENSION - SEALIB	$337.50
	P054950	58539		STEVENS DR EXTENSION - SEALIB	$157.50
	P054950	60756		STEVENS DR EXTENSION - SEALIB	$519.00
				ARTERIAL STREETS TOTAL****	**$2,590.50**
				STREETS CAPITAL CONSTRUCTION Total ***	**$2,590.50**
FUND 317		**FIRE STATION 74 CONSTRUCTION**			
Division: 900		NON-DEPARTMENTAL			
HILL INTERNATIONAL INC	S015907	C14-02/0000011	220656	DESIGN-BUILD OVERSIGHT SERVICE	$811.25
				NON-DEPARTMENTAL TOTAL****	**$811.25**
				FIRE STATION 74 CONSTRUCTION Total ***	**$811.25**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 380 PARK PROJECT CONSTRUCTION					
Division: 337 PARKS & REC PROJECTS					
BANK OF AMERICA		TXN00019862	220586	CITY OF RICHLAND - Zoning perm	$1,200.00
BEAVER BARK & ROCK		662485	220849	COMPOST SOIL	$91.18
HERTZ EQUIPMENT RENTAL CORP		27881583-001	220895	BACKHOSE RENTAL 2/19-2/20	$195.48
				PARKS & REC PROJECTS TOTAL****	**$1,486.66**
				PARK PROJECT CONSTRUCTION Total ***	**$1,486.66**
FUND 401 ELECTRIC UTILITY FUND					
Division: 000					
BANK OF AMERICA		TXN00019694	220586	WESCO/POLELINE HARDWARE	$251.64
		TXN00019814		HD SUPPLY UTILITIES/CROSS PLAT	$1,495.42
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S016189	3627-544070	220876	ELBOW,PVC,3",90,18" RADIUS	$648.34
	S016189			ELBOW,PVC,3",30,18" RADIUS	$366.53
FASTENAL COMPANY	S016196	WARIC47394	220992	CREDIT FOR THE BELLEVILLE WASH	($44.73)
	S016196	WARIC48251		CORRECT BELLEVILLE WASHERS FRO	$836.22
	P054837	WARIC48252	220884	SS BOLT, ASSEMBLY, 1/2-13 X 2-	$1,009.33
GRAYBAR ELECTRIC CO INC	S016165	977202129	220652	CUTOUT 100 AMP LOADBREAK 15KV	$2,405.45
	S015904	977318863	220889	SLEEVE, COPPER 1/0 - 250 MCM,	$155.86
H2 PRE-CAST INC	P054310	125077	220994	VAULT RISER/EXTENSION 6",	$649.80
	P054310			TAX ADJUSTMENT FOR 2 E4-120-31	$1.80
	S016180	125078		VAULT COVER, V3, 24X36 STEEL	$11,946.00
HD SUPPLY POWER SOLUTIONS LTD	P054769	2760673-00	220653	TERMINAL,XFMR 6COND 750-1	$1,097.42
	P054769			CONN, UG WATERTITE, 3 COND.	$443.09
	P054769			REDUCER/ADAPTER, UTILCO PTF	$55.71
	P054769	2760673-01/02		CONN, CT UTILCO # PED 6-350,	$79.06
	P054769	2760673-03	220996	CONN, CT, HOMAC ABC-4750	$196.35
	P054773	2761091-02	220653	ARRESTER DISTRIBUTION METAL OX	$1,602.94
	P054773			ARRESTER, RISER POLE, METAL	$3,033.20
	P054773	2761091-03	220996	CLAMP CU, CHANCE ATC-1343 TERM	$112.40
	P054793	2764413-00	220653	TERM, JACKETED 1/0 SEALING KIT	$1,685.47
	P054793			STANDOFF INSULATOR, 200A,	$1,524.74
	P054793	2764413-01	220996	SPLICE, 3-M PRIMARY,1/0 STRAND	$414.63
	P054793			TERM, JACKETED 1/0 SEALING KIT	$526.71
	P054793			TERM, JACKETED 750, 3M QT III	$3,258.00
	P054793			SPLICE, 3-M PRIMARY, #2-1/0,	$244.89
	P054793			SPLICE, 3-M CONNECTOR, 1/0 STR	$78.19
NEWARK IN ONE	P054884	26136372	220677	RELAY SOCKET POTTER BRUMFIELD	$154.65
NORBERG IES LLC	S016182	143267	220678	SHIPPING FOR 7 EACH	$26.38
	S016182			FUSE, S&C, SM4 200E AMP	$1,199.45

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLASTIC DESIGN TECHNOLOGY INC	P054858	6533	221027	METER,DISCONNECT SLEEVE	$219.65
WESCO DISTRIBUTION INC	P054854	593329	220953	CONN,FARGO,DIS FARGO GA-9400GL	$1,692.53
				TOTAL****	**$37,367.12**
Division: 501 BUSINESS SERVICES					
ABADAN INC		ARIN053637	220616	ENGINEERING COPIES	$18.63
ARBAUGH & ASSOCIATES INC		1405	220621	ARBAUGH CONTRACT FEES-JAN'15	$840.00
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$17.33
				287243288881 12/27-1/26/15	$29.13
				287243288881 12/27-1/26/15	$32.97
				287243288881 12/27-1/26/15	$27.84
				287243288881 12/27-1/26/15	$35.58
				287243288881 12/27-1/26/15	$56.02
				287243288881 12/27-1/26/15	$62.06
				287243288881 12/27-1/26/15	$120.48
				287243288881 12/27-1/26/15	$26.05
				287243288881 12/27-1/26/15	$18.70
				287243288881 12/27-1/26/15	$18.48
				287243288881 12/27-1/26/15	$13.21
				287243288881 12/27-1/26/15	$17.76
				287243288881 12/27-1/26/15	$12.26
				287243288881 12/27-1/26/15	$15.69
				287243288881 12/27-1/26/15	$14.05
				287243288881 12/27-1/26/15	$12.55
				287243288881 12/27-1/26/15	$13.77
				287243288881 12/27-1/26/15	$13.08
				287243288881 12/27-1/26/15	$12.72
				287243288881 12/27-1/26/15	$30.97
				287243288881 12/27-1/26/15	$12.53
				287243288881 12/27-1/26/15	$12.41
				287243288881 12/27-1/26/15	$12.40
BANK OF AMERICA		TXN00019703	220586	Amazon-SNO CLEATS ENERGY SVCS	$124.85
		TXN00019709		Amazon-SNO CLEATS ENERGY SVCS	$146.54
		TXN00019764		OFFICE DEPOT-INDEX DIVIDERS	$10.22
		TXN00019771		USPS-POSTAGE	$9.80
		TXN00019786		STONE SOUP-INTERVIEWS WORKING	$25.29
		TXN00019884		GOTOCITRIX-GOTOMTG MONTHLY FEE	$20.64
		TXN00019953		WAL-MART-MEETING REFRESHMENTS	$15.62
		TXN00019969		FRED-MEYER-MEETING COFFEE	$30.96
FEDERAL EXPRESS CORP		2-945-05044	220740	FED EX FORM 8038-CP	$7.29
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$90.20
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$1,634.11

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$130.08
				POSTAGE 1/1-1/31/15	$0.48
UNITED PARCEL SERVICE	S016201	000986641085	220786	GROUND PKG TO ITRON FOR MPP SH	$7.40
	S016201			GROUND PKG TO HJ ARNETT FOR PO	$4.47
	S016201			ADDITIONAL CHARGES FOR PKG TO	$1.08
XEROX CORPORATION		078098870	220795	W7855 BASE CHRG/PRINTS-JAN	$59.71
				BUSINESS SERVICES TOTAL****	**$3,815.41**
Division: 502 ELECTRICAL ENGINEERING					
BANK OF AMERICA		TXN00019959	220586	WANIGP-REGISTR CONTRACTS TRNG	$540.00
US BANK EQUIPMENT FINANCE INC		272212002	220787	XEROX 6604 PYMT-3/6-4/5/15	$81.60
				ELECTRICAL ENGINEERING TOTAL****	**$621.60**
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC	P054998	221097	220969	ROCK 5/8" O CRUSHED PICK UP	$57.95
BANK OF AMERICA		TXN00019698	220586	DELL/SCREEN PROTECTOR	$20.57
		TXN00019706		DELL/TABLET DOCK	$116.74
		TXN00019724		GENERAL PACIFIC/BUCKET HOOKS	$90.97
		TXN00019726		ATOMIC SCRN PRINT-HATS FOR LIN	$298.91
		TXN00019860		CDW GOVERNMENT/PATCH CABLE	$32.20
		TXN00019947		FARWEST LINE/REPLACEMENT BLADE	$135.78
BOYD'S TREE SERVICE LLC	P054715	3804	220856	TREE PRUNING SERVICE FROM JANU	$277.89
BUILDERS HARDWARE & SUPPLY CO INC		S3376244.002	220860	RETURN CUT KEYS	($32.49)
CITY OF RICHLAND		1/2015-1901	220633	#1901 DROP BOX DISPOSAL	$31.68
				#1901 DROP BOX DISPOSAL	$321.32
		15-087 LEIP	220982	E/W SUPER MTG/VANCOUVER/LEIP	$222.04
CONSTRUCTION AHEAD INC DBA		24042-14	220877	STEVENS DR TRAFFIC CONTROL	$4,554.00
		24067-04		REBUILD THAYER FEEDERS/FLAGGER	$1,939.00
DENNY'S		021515	220880	OVERTIME MEALS 2/15/15	$27.98
GRAYBAR ELECTRIC CO INC	S016155	977287740	220889	SPEED WRENCH 9/18 X 3/4	$223.11
HOME DEPOT CREDIT SERVICES	S016212	5032591	220896	SHEATHING INVOICE #5032591 1/2	$290.81
	S016212	5032636		RAIL END INVOICE #5032636 1/2	$1.59
	S016212	6032414		PLYWOOD INVOICE #6032414 1/2	$217.11
	S016212	7032303		24" LEVEL INVOICE #7032303 1/	$11.91
REXEL INC DBA	S016190	G170361	220927	LOCKBACK KNIFE, 2-5/8" SHEEPFO	$70.94
	S016190			LOCKBACK KNIFE, 2-3/8" SHEEPFO	$200.15
	S016190	G182999		LOCKBACK KNIFE, 2-5/8" SHEEPFO	$70.94
	S016190	G191989		LOCKBACK KNIFE, 2-5/8" SHEEPFO	$70.94
TYNDALE ENTERPRISES INC	P054841	861770	220700	FIRE RETARDANT CLOTHING-2015	$1,191.93
WASTE MANAGEMENT		0091971-1819-4	220952	POL SRVCS 1032 UNIVERSITY DR	$102.63
WATTS CONSTRUCTION INC	P053983	C94-14/RETAINAGE	220706	CANYON ST RECONSTRUCTION - 94-	$3,173.90
				POWER OPERATIONS TOTAL****	**$13,720.50**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 504 SYSTEMS DIVISION					
BANK OF AMERICA		TXN00019712	220586	HORIZON/ICE CLEATS	$26.32
		TXN00019938		L & I-EL RENEW J FAIRCLOTH	$69.70
		TXN00019940		L & I-EL ADMIN RENEW J FAIRCLO	$132.20
		TXN00019952		HORIZON/SAFETY VESTS	$134.70
		TXN00020023		HORIZON/SAFETY VESTS	$29.93
		TXN00020064		BRADY-TRANSFORMER LABELS	$1,099.84
		TXN00020078		BUILDRS-SCADA RM KEYPAD PARTS	$1,632.78
CENTRAL HOSE & FITTINGS INC		404276	220863	HYDRAULIC HOSE ASSEMBLY	$83.11
HD SUPPLY POWER SOLUTIONS LTD	S016141	2765750-00	220653	BROOKS K-BASE ADAPTOR LP K4 UL	$357.57
HOME DEPOT CREDIT SERVICES	S016212	7033545	220896	FOLD CHAIRS, HANGER	$51.90
	S016212	8081953		PAINT INVOICE #8081953 2/5/1	$10.30
	S016212	9041376		SHELF, RATCHET FOR THUMPER TRA	$18.35
ITRON INC	P054917	362329	220660	RENEWAL QUOTE FOR CONTRACT	$2,162.99
METROTECH CORPORATION DBA	P054883	56607	220672	FREIGHT	$8.29
	P054883			INDUCTION CLAMP, METROTECH #48	$680.00
REXEL INC DBA		G129438	220688	AMBER STROBE LIGHT	$153.96
		G131395		INLET COVER/BELL BOX	$37.05
		G154985	220927	WIRE MARKING SLEEVES	$157.98
SPX TRANSFORMER SOLUTIONS INC		036726	220934	HEAT EXCHANGER ASSY	$727.43
WATTHOUR ENGINEERING CO INC	P054843	PS03134	220705	#AK0003XX: POLY PHASE A-BASE	$1,200.00
	P054843			#AK0001XX: SINGLE PHASE A-BASE	$800.00
	P054843			#AX002300: BAR CODE READER	$1,200.00
	P054843			#EA000017: LABELS THERMAL TRAN	$23.00
	P054843			TAX	$277.18
	P054843			SHIPPING	$18.48
				SYSTEMS DIVISION TOTAL****	**$11,093.06**
Division: 505 ENERGY POLICY MGMT					
BANK OF AMERICA		TXN00019688	220586	STAPLES-LABELS/POST ITS/PENCIL	$306.33
		TXN00019704		STAPLES-FILE FOLDERS/HANGING F	$90.61
		TXN00019766		CUG/CIPUG-B BOOTH MTG REGISTRA	$540.00
		TXN00019767		SUPERSHUTTLE-TRIP 15-016 TRANS	$77.00
		TXN00019769		JETBLUE-TRIP 15-016 AIRFARE	$187.99
		TXN00019829		STAPLES-LAMINATING POUCH/BINDE	$141.83
		TXN00019959		WANIGP-REGISTR CONTRACTS TRNG	$180.00
BENTON COUNTY AUDITOR/WEATHERWISE	P054944	152380	220626	D TOWNSEND-RECORD LIEN; AC# 15	$72.00
	P054944	173720		H BARBOSA-RECORD LIEN; AC# 173	$72.00
	P054944	202740 RELEASE		M BIERMAN-LIEN RELEASE, AC# 20	$72.00
	P054944	21920 RELEASE		E SCHWENK-LIEN RELEASE; AC# 21	$72.00
	P054990	230540 RELEASE	220974	D GROSSARTH-LIEN RELEASE, AC#	$72.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P054990	321720 RELEASE	220974	L FINK-LIEN RELEASE; AC# 32172	$72.00
	P054944	42660 RELEASE	220626	M STRASBURG-LIEN RELEASE; AC#	$72.00
	P054944	691640		J ORRELL-RECORD LIEN; AC# 6916	$72.00
	P054990	722100 RELEASE	220974	T&M MIRC-LIEN RELEASE; AC# 722	$72.00
BENTON PUD		2/15-3287762373	220853	ELECTRIC SRVCS 1/20-2/21/15	$729.22
BUILDERS ADVANTAGE INC	P054761	3020	220859	EE LOAN: J LOWRY, 308 ABBOTT -	$3,936.36
CITY OF RICHLAND		11760	220870	308 ABBOT-REBATE-HP/WIN	$1,496.42
		272960		1211 MAHAN-REBATE-HP	$1,000.00
		691640		2527 ALBEMARLE-REBATE-HP (2)	$2,000.00
		870140		332 RIVERWOOD-REBATE-HP	$1,000.00
DELTA HEATING & COOLING INC	P054757	23091	220879	EE LOAN: J LOWRY, 308 ABBOTT -	$7,563.99
	P054718	23161		EE LOAN: T GAMMON, 332	$6,335.55
		23162		1144 TOMICH-REBATE-HP	$1,000.00
EDGEMON, SANDI		15-082 EDGEMON	220990	BPA SUMMIT/PORTLAND/EDGEMON	$200.55
ENERGY INCENTIVES INC	P054722	CORJAN2015	220882	RESIDENTIAL EE INSPECTIONS PER	$1,727.50
HELMES INC DBA		1797 BRIANNA CT	220894	ES HOME REBATE-1797 BRIANNA	$1,000.00
		599 HUNTER		ES HOME REBATE-599 HUNTER	$1,000.00
IWI INC	P054672	69690	220900	EE LOAN: L PERRYMAN, 537 HOLLY	$1,560.06
M CAMPBELL & COMPANY INC	P054922	11347800	220910	EE LOAN: KESTNER/BROWN, 1211 M	$14,103.88
	P054927	11362077		EE LOAN: J ORRELL, 2527 ALBERM	$26,426.72
		696880		1119 SADDLE WAY-REBATE-HPUMP	$1,000.00
PERFECTION GLASS	P054572	9936415568	221025	EE LOAN: MARTH GAUMNITZ 125	$10,181.01
	P054673	9936416140	220921	EE LOAN: J PERRYMAN, 537 HOLLY	$4,262.55
		9936416293		1203 COTTONWOOD-REBATE-WINDOWS	$404.46
				ENERGY POLICY MGMT TOTAL****	**$89,100.03**
Division: 506 TECHNICAL SERVICES					
BANK OF AMERICA		TXN00019716	220586	JADE-SANTOS NEC TRNG	$85.00
		TXN00020022		WALMART-BLUETOOTH HEADSET BCOB	$86.85
				TECHNICAL SERVICES TOTAL****	**$171.85**
				ELECTRIC UTILITY FUND Total ***	**$155,889.57**
FUND 402 WATER UTILITY FUND					
Division: 000					
ACCELERATED CONSTRUCTION & EXCAVATING LLC	P054941	C183-14/PYMT 1	220966	C183-14 RETAINAGE PYMT 1	($3,014.73)
CHERVENELL CONSTRUCTION COMPANY		450 COLUMBIA PT	220868	REFUND RELOCATE FEE-HYDRANT	$1,180.00
LYDIG CONSTRUCTION INC		13-01913	220909	REFUND HYDRANT METER #330	($30.00)
				REFUND HYDRANT METER #330	$750.00
				REFUND HYDRANT METER #330	($21.28)
SEPTAN HOMES		14-01938	220933	REFUND HYDRANT METER #312	($30.00)
				REFUND HYDRANT METER #312	$750.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VANDERVERT CONSTRUCTION		12-00193	220949	REFUND HYDRANT METER #370	$750.00
				REFUND HYDRANT METER #370	($30.00)
				UNASSIGNED TOTAL****	**$303.99**
Division: 410 WATER CAPITAL PROJECTS					
ACCELERATED CONSTRUCTION & EXCAVATING LLC	P054941	C183-14/PYMT 1	220966	ADDITIONAL TAX DUE TO INCREASE	$180.88
	P054941			WTP SITE IMPROVEMENTS - 183-14	$65,299.06
AMERICAN ROCK PRODUCTS INC	P054985	222516	220846	ROCK 5/8" O CRUSHED PICK UP	$585.05
BANK OF AMERICA		TXN00019785	220586	WAL-MART - WATER - WTP SHUTDOW	$5.96
		TXN00019843		L & I QC ELECTRICAL - WTP PERM	$75.80
		TXN00019915		L & I ELECTRICAL - WTP PERMIT	$97.40
		TXN00020080		RYAN HERCO/FLOWMETER	$253.12
FERGUSON ENTERPRISES INC		3231451	220648	PIPE/UNIONS/TEES/ADAPTORS	$594.35
		3236058		PVC ADAPTORS/BUSHINGS	$72.26
		3239275		PRESSURE PRINCIPAL ASSY	$494.13
		3244158		COPPER TUBING	$2,771.81
		3245717		COUPLER	$90.05
GRAINGER	S016203	9666337887	220888	SUMP PUMP ITEM #1XHV7	$580.62
HD FOWLER COMPANY INC		I3837642	220893	90 DEGREE ELLS/GASKETS	$187.92
		I3838130		CPVP PIPE/ELLS	$3,349.70
		I3838903		CPVC COUPLINGS	$285.14
	S016086	I3840383		FREIGHT	$135.75
	S016086			POLY CONCRETE LID, OLDCASTLE	$649.99
	S016086			DELIVERY TO JOBSITE	$10.86
	S016086			METER BOX, OLDCASTLE BOX	$803.64
		I3842261		CHECK VALVE ASSEMBLY	$1,599.58
		I3842652		PIPE JOINT RESTRAINTS	$311.42
HOME DEPOT CREDIT SERVICES	S016212	9082718	220896	LANDSCAPE FABRIC INVOICE #9082	$86.85
OLDCASTLE APG WEST INC DBA		110118561	220772	CONCRETE BLOCKS	$3,416.82
PRO CUT CONCRETE CUTTING		0271-15P	220925	CORE DRILL CONCRETE	$197.22
RICHLAND ACE HARDWARE		45259	220778	ADAPTERS/VALVES	$32.54
		45326		COUPLERS	$2.80
WASTE MANAGEMENT		0091973-1819-0	220952	POL SRVCS-100 SAINT	$90.17
WATTS CONSTRUCTION INC	P053983	C94-14/RETAINAGE	220706	CANYON ST RECONSTRUCTION - 94-	$2,851.65
				WATER CAPITAL PROJECTS TOTAL****	**$85,112.54**
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1405	220621	ARBAUGH CONTRACT FEES-JAN'15	$540.00
F & AO, USAED, WALLA WALLA	P054947	986644-A	220644	WATER INTAKE-DA-45-164-CIVENG-	$12,595.27
THE BANK OF NEW YORK MELLON		111-1640544	220938	RICWATIREF09 ADMIN FEE	$22.69
				WATER ADMINISTRATION TOTAL****	**$13,157.96**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 412 WATER OPERATIONS					
AMBRO INC DBA		250-282713	220619	12V LEAD BATTERIES	$108.38
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$88.66
				287243288881 12/27-1/26/15	$12.80
				287243288881 12/27-1/26/15	$15.14
				287243288881 12/27-1/26/15	$19.00
				287243288881 12/27-1/26/15	$12.94
BANK OF AMERICA		TXN00019701	220586	Amazon-ASUS USB ADAPTER	$24.97
		TXN00019781		AMAZON-ASUS USB ADAPTER WITH B	$25.04
		TXN00019825		WETRC - BAT REFRESH - TALLENT	$360.00
		TXN00019898		MEASURE TECH - BACKFLOW TEST G	$95.85
				MEASURE TECH - SHIPPING	$29.17
		TXN00019921		OFFICE DEPOT - OFFICE SUPPLIES	$179.79
		TXN00020085		USA BLUE BOOK/STANDARDS,BUFFER	$1,201.01
BENTON FRANKLIN HEALTH DISTRICT		6977	220627	WATER SAMPLES TESTING	$2,344.00
CASCADE NATURAL GAS CORP		2/15-28638100009	220862	NAT GAS 110 SAINT 1/15-2/17	$17.07
EDGE ANALYTICAL INC		14-17859	220643	WELL TESTING SRVCS-OCT	$2,300.00
		15-00789		WELL TESTING SRVCS	$1,163.78
FILTRATION TECHNOLOGY INC	S016183	S6823	220649	CARUS AQUA MAG BLENDED PHOSPHA	$2,575.00
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$3.84
REXEL INC DBA		G141926	220688	TIMING RELAY	$100.98
UNITED PARCEL SERVICE	S016201	000986641085	220786	ADDITIONAL CHARGES FOR PKG TO	$1.59
	S016201			NDA PKG TO NOVA BIOLOGICALS FO	$24.08
	S016214	000986641095	221040	NDA PKG TO EDGE ANALYTICAL FOR	$19.36
	S016214			NDA PKG TO NOVA BIOLOGICALS FO	$25.69
	S016214			WEIGHT CORRECTION FOR PKG TO N	$1.59
				WATER OPERATIONS TOTAL****	**$10,749.73**
Division: 413 WATER MAINTENANCE					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$14.73
				287243288881 12/27-1/26/15	$13.21
				287243288881 12/27-1/26/15	$12.26
				287243288881 12/27-1/26/15	$12.53
				287243288881 12/27-1/26/15	$62.06
				287243288881 12/27-1/26/15	$14.85
				287243288881 12/27-1/26/15	$15.28
				287243288881 12/27-1/26/15	$18.02
				287243288881 12/27-1/26/15	$16.24
				287243288881 12/27-1/26/15	$30.97
BANK OF AMERICA		TXN00019693	220586	WAL-MART - AARDAL RETIREMENT C	$42.94
		TXN00019757		AWWA - LET'S TALK SAFETY BOOK	$61.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019757	220586	AWWA - SHIPPING	$9.50
		TXN00019758		AWWA - SAFETY VIDEOS	$398.00
				AWWA - SHIPPING	$27.86
		TXN00019768		PAYPAL - TABLET CAR CHARGERS	$17.97
		TXN00019819		WETRC - BAT REFRESH - LOVE	$360.00
		TXN00019820		WETRC - BAT REFRESH - CRATER	$360.00
		TXN00019842		OFFICE DEPOT - INK CARTRIDGES	$43.83
		TXN00019844		OFFICE DEPOT - OFFICE SUPPLIES	$58.34
		TXN00020006		OFFICE DEPOT - PAPER	$39.70
		TXN00020024		ACT PNWS-AWWA - SIEFKEN-CONFER	$350.00
FASTENAL COMPANY		WARIC48056	220992	CAP SCREWS	$31.27
GRAINGER	S016203	9658976577	220888	MASONS CHISEL ITEM #6AUF4	$206.82
	S016203	9659382973		HIGH CAP ITEM #6B961	$300.00
	S016203	9664616639		LASER DETECTOR ITEM #3EB91	$304.29
HD FOWLER COMPANY INC		I3848976	220893	ANGLE VALVES	$144.84
LAKESIDE INDUSTRIES INC	S016164	3254287MB	220663	FREIGHT	$115.51
	S016164			COLD PATCH MATERIAL, EZ STREET	$408.34
	S016164			ADJUST TAX	($0.01)
MATHESON PAINTING INC		3100	220911	GRAFFITI REMOVAL-WATER TANK	$1,406.26
WEIXEL, JEFF		022415	221041	WEIXEL-BUSHING-WATER REPAIR	$8.68
XEROX CORPORATION		078098870	220795	W7855 BASE CHRG/PRINTS-JAN	$50.04
				WATER MAINTENANCE TOTAL****	**$4,955.33**
				WATER UTILITY FUND Total ***	**$114,279.55**
FUND 403	**WASTEWATER UTILITY FUND**				
Division: 420	SEWER ADMINISTRATION				
THE BANK OF NEW YORK MELLON		111-1640544	220938	RICWATIREF09 ADMIN FEE	$26.20
				SEWER ADMINISTRATION TOTAL****	**$26.20**
Division: 421	SEWER CAPITAL PROJECTS				
JUB ENGINEERS INC	P053972	92408	221002	WASTEWATER GENERAL PLAN - C76-	$13,768.65
				SEWER CAPITAL PROJECTS TOTAL****	**$13,768.65**
Division: 422	SEWER OPERATIONS				
AMBRO INC DBA		250-282424	220727	AMP SOLAR CONTROLLER	$78.18
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$30.97
				287243288881 12/27-1/26/15	$56.64
				287243288881 12/27-1/26/15	($23.90)
BANK OF AMERICA		TXN00019802	220586	STAPLES - LEDGER/LEGAL COPY PA	$64.56
		TXN00019803		THE HOME DEPOT - TOWELS, GLASS	$184.52
		TXN00019823		ZORO TOOLS - FYRITE FLUID	$62.82
		TXN00019841		STAPLES - BINDERS	$30.59

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019849	220586	STAPLES - CALENDAR, LABELS, PE	$136.56
		TXN00019897		USA BLUE BOOK - OPS GUIDE TO C	$171.22
		TXN00019937		AMAZON.COM - BRANCH CONNECTORS	$51.96
		TXN00019946		AMAZON.COM - RENOGY EXT. CABLE	$35.96
		TXN00019960		AMAZON.COM - MOUNTING BRACKETS	$46.20
		TXN00020001		STAPLES - HIGHLIGHTERS, DRY ER	$41.33
		TXN00020005		STAPLES - BIN ORGANIZER	$26.85
		TXN00020065		THE HOME DEPOT #4746 - CORD CO	$12.36
BENTON FRANKLIN HEALTH DISTRICT	P054850	7009	220627	BIOSOLIDS- PERCENT SOLIDS EPA	$84.00
	P054850			COR WWTP BIOSOLIDS SAMPLING	$245.00
	P054850			BIOSOLIDS- ADDITIONAL DILUTION	$84.00
CERILLIANT	P054780	370072	220630	DEMAND- WP 20mL, CATALOG	$127.20
	P054780			MINERALS- WP 20mL, CATALOG	$181.92
	P054780			TOTAL RESIDUAL CHLORINE- WP 2m	$117.12
	P054780			RTC PROFICIENCY TESTING WP15-1	$211.92
	P054780			FREIGHT- PLEASE SHIP GROUND UN	$35.00
	P054780			SIMPLE NUTRIENTS- WP 20mL, CAT	$112.08
	P054780			pH- WP- 250mL, CATALOG	$119.76
	P054780			RESIDUE- WP, CATALOG #PE1050-1	$112.08
COLUMBIA ANALYTICAL SERVICES INC DBA	P054795	51-288246-0	220636	SOIL/OTHER- 8260 BVOC_FP	$210.00
	P054795			SOIL/OTHER- PAH'S BY GC/MS (SI	$520.00
	P054795			SOIL/OTHER- NWTPH-Dx	$170.00
	P054795			DECANT FACILITY (COR VAC TRUCK	$170.00
	P054795			SOIL/OTHER- METALS (ARSENIC,	$80.00
	P054795			SOIL/OTHER- TOTAL SOLIDS	$20.00
FASTENERS INC		S4174650.002	220739	FIRST AID KITS/WORK LIGHT	$199.85
FERRELLGAS		1086197521	220741	PROPANE-WASTEWATER	$213.27
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$59.74
GRAINGER	S016203	9660193716	220888	SAFETY GLASSES ITEM #4JND4	$30.47
	S016203	9660505901		BIMETAL THERMOM ITEM #3LPV4	$399.99
	S016203	9664616647		PRESSURE SWITCH ITEM #5LB45	$635.77
	S016203	9664616654		INTERIOR PANEL ITEM #2HRL3	$26.54
HACH COMPANY	P054826	9234946	220892	REPAIR FRT CHARGE (UPS GROUND)	$43.01
	P054826			HQ40D FLAT RATE REPAIR FEE (FR	$408.34
	P054826			ADJUST SALES TAX	($0.01)
HERTZ EQUIPMENT RENTAL CORP		27872974-001	220747	LIQUID PROPANE	$30.33
KUBWATER RESOURCES INC	P054928	04653	221010	PRICE AND TAX ADJUSTMENT	$0.02
	P054928			ZETAG 8819 POLYMER	$3,064.59
MOON SECURITY SERVICES INC		752743	220918	WASTEWATER MONITORING-MARCH	$33.15
OXARC INC		42611PS	220920	CHLORINE	$4,139.22
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$2.84

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PUMPTECH INC	P054873	0091714-IN	220686	TWAS LOBEPRO PUMP REPAIR KIT-	$9,253.94
RICHLAND ACE HARDWARE		45268	220778	FASTENERS/MOUNTING TAPE	$56.94
STEEBER'S LOCK SERVICE		10547	220935	ADJUST DOOR STRIKE	$108.60
UNITED PARCEL SERVICE	S016214	000986641095	221040	GROUND PKG TO ALS FOR WWTP	$12.46
	S016214			ADDITIONAL HANDLING FOR PKG TO	$9.00
	S016214			GROUND PKG TO SOILTEST FARM	$5.34
	S016214			COLLECT PKG FROM HACH FOR WWTP	$20.55
WASTE MANAGEMENT		0091972-1819-2	220952	POL SERVICE-COMPOST PAD	$102.63
WESTECH ENGINEERING INC	P054794	54174	220955	ADJUST TAX	($0.01)
	P054794			FREIGHT	$103.76
	P054794			STATIONARY BAR	$6,098.98
	P054794			INLET END BLADE SPACER 6MM	$338.83
	P054794			INTERMEDIATE SPACER 6MM	$234.58
	P054794			PRIMARY SCREEN REPAIR- MOVABLE	$6,098.98
	P054794			DISCHARGE END BLADE SPACER 6MM	$417.02
YAKIMA VALLEY PACIFIC NW CLEAN WATER ASSN		2015 DUES	220963	2015 PNCWA MEMBERSHIP DUES	$90.00
				SEWER OPERATIONS TOTAL****	**$35,845.62**
Division: 423 SEWER MAINTENANCE					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$18.18
				287243288881 12/27-1/26/15	$21.87
				287243288881 12/27-1/26/15	$14.59
				287243288881 12/27-1/26/15	$67.80
				287243288881 12/27-1/26/15	$42.53
				287243288881 12/27-1/26/15	$16.65
				287243288881 12/27-1/26/15	$12.26
				287243288881 12/27-1/26/15	$30.97
BANK OF AMERICA		TXN00019837	220586	BROADMOOR RV - LADDER	$99.89
		TXN00019855		AMAZON.COM - AIR FRESHENER	$99.15
		TXN00019877		WAL-MART/LANDRY SOAP	$20.40
		TXN00019898		MEASURE TECH - SHIPPING	$14.57
				MEASURE TECH - BACKFLOW TEST G	$47.93
		TXN00019926		AMAZON.COM - LED AUXILIARY LIG	$49.95
		TXN00019992		BATTERIES PLUS #25 - cord and	$46.68
		TXN00019994		AMAZON.COM - LED LIGHT BAR	$39.60
		TXN00019996		AMAZON.COM - LED AUXILIARY LIG	$49.95
		TXN00020002		AMAZON.COM - LED LIGHT BAR	$85.85
		TXN00020032		HARBOR FREIGHT TOOLS 49 - CABL	$26.04
		TXN00020053		GREEN RIVER COMMUNITY CO - BAT	$360.00
		TXN00020054		STAPLES - LABELS, DIVIDERS, PO	$234.47
HOME DEPOT CREDIT SERVICES	S016212	4596165	220896	DEWALT 18V SAW INVOICE #459616	$107.51
JT AUTOMOTIVE PARTS INC DBA		326577	220755	WHITE AND RED POLISH	$28.21

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		326988	220755	TIRE SHINE	$6.77
		327509		BATTERY CABLE TERMINALS	$16.55
MOON SECURITY SERVICES INC		752743	220918	WASTEWATER MONITORING-MARCH	$33.15
RICHLAND ACE HARDWARE		45261	220778	UTILITY HEATER	$41.26
TACOMA SCREW PRODUCTS INC		22111572	220936	HEX BITS/ALUMINUM SLEEVES	$15.32
THE DRAIN SURGEON		32266	221035	102/104 COMSTOCK-SNAKE LINE	$168.33
				SEWER MAINTENANCE TOTAL****	**$1,816.43**
				WASTEWATER UTILITY FUND Total ***	**$51,456.90**
FUND 404	**SOLID WASTE UTILITY FUND**				
Division: 432	SOLID WASTE COLLECTION				
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$62.06
BANK OF AMERICA		TXN00019879	220586	SUMMIT SIGN&SAFETY-VESTS	$255.78
		TXN00019912		SMARTSIGN-CONTAINER DECALS	$77.00
		TXN00019962		NORTHERNSAFETY-STENCILS	$89.85
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$5.99
				SOLID WASTE COLLECTION TOTAL****	**$490.68**
Division: 433	SOLID WASTE DISPOSAL				
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$32.97
BANK OF AMERICA		TXN00019717	220586	STAPLES-HIGHLIGHTERS,LIQ PAPER	$110.30
		TXN00019720		STAPLES-DESK CALCULATOR	$47.54
		TXN00019879		SUMMIT SIGN&SAFETY-VESTS	$198.94
		TXN00019917		SWANA-RE-TEST FEE	$20.00
		TXN00019922		STAPLES-AVERY LABELS	$45.96
		TXN00019931		STAPLES-KEYBOARD CLEANER	$15.63
BENTON COUNTY SHERIFF'S OFFICE		12/14-WORKCREW II	220851	WORKCREW II-DEC 2014	$2,152.44
FRONTIER	S016210	2/15-206-188-2614	220886	TELEPHONE CHARGE 2/19/15 - 3/1	$117.88
STEEBER'S LOCK SERVICE		4050	220935	MASTER LOCKS	$36.82
WASTE MANAGEMENT		0091970-1819-6	220952	POL SERVICE-LANDFILL	$119.46
				SOLID WASTE DISPOSAL TOTAL****	**$2,897.94**
				SOLID WASTE UTILITY FUND Total ***	**$3,388.62**
FUND 405	**STORMWATER UTILITY FUND**				
Division: 440	STORMWATER CAPITAL PROJECTS				
TRI CITY HERALD	S016191	14-8122	220699	CALL FOR BID ON "DECANT FACILI	$296.69
WATTS CONSTRUCTION INC	P053983	C94-14/RETAINAGE	220706	CANYON ST RECONSTRUCTION - 94-	$7,233.85
				STORMWATER CAPITAL PROJECTS TOTAL****	**$7,530.54**
Division: 441	STORMWATER				
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$16.00
RICHLAND ACE HARDWARE		45299	220778	GORILLA GLUE	$16.28

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE BANK OF NEW YORK MELLON		111-1640544	220938	RICWATIREF09 ADMIN FEE	$4.75
				STORMWATER TOTAL****	**$37.03**
				STORMWATER UTILITY FUND Total ***	**$7,567.57**
FUND 407 MEDICAL SERVICES FUND					
Division: 000					
AMBULANCE REFUND		12855	220916	REFUND-AUTO INSURANCE PAID	$120.93
		2013-03539	220890	REFUND-VA PAID CLAIM	$812.00
				UNASSIGNED TOTAL****	**$932.93**
Division: 121 AMBULANCE					
BANK OF AMERICA		TXN00019984	220586	INT AMRCN HCFA FORMS - HCFA'S	$67.19
PARADISE BOTTLED WATER CO		1/15-FIRE ST 71	220773	BOTTLED WATER	$31.00
		1/15-FIRE ST 72		BOTTLED WATER	$31.00
		1/15-FIRE ST 73		BOTTLED WATER	$14.22
PHYSIO-CONTROL INC		415030089	220923	REPLACE POUCH/CABLE	$383.87
		415031829	221026	LIFEPAK MAINT 1/1-12/31/15	$8,028.49
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$355.59
POCKETINET COMMUNICATIONS INC		73781	220924	STATION INTERNET FEES-FEB	$46.75
RICHLAND ACE HARDWARE		44810	220778	M1723 MDT BASE	$16.28
				AMBULANCE TOTAL****	**$8,974.39**
				MEDICAL SERVICES FUND Total ***	**$9,907.32**
FUND 408 BROADBAND FUND					
Division: 460 BROADBAND ADMINISTRATION					
TRI CITY HERALD	S016191	15-8156	220699	CALL FOR BID "FIBER BUILD 2015	$135.17
				BROADBAND ADMINISTRATION TOTAL****	**$135.17**
				BROADBAND FUND Total ***	**$135.17**
FUND 501 CENTRAL STORES FUND					
Division: 000					
CDW GOVERNMENT INC	P054798	SC70879	220629	SURGE PROTECTOR, 8+RJ11 OUTLET	$561.42
CONNELL OIL INC	P054801	0107376-IN	220639	OIL, BAR & CHAIN, HIGH TAC	$72.78
HD FOWLER COMPANY INC	P054890	I3841688	220893	VALVE, GATE 2" THREADED BRONZE	$516.07
	P054890			VALVE, BALL 2" BRASS FULL FLOW	$92.81
	P054890			VALVE, GATE 3/4" THREAD BRONZE	$84.93
HORIZON DISTRIBUTION INC	S016174	850425	220657	DEODORANT ROOM SPRAY, LYSOL	$158.05
	S016174	852161	220897	DEODORANT ROOM SPRAY, LYSOL	$203.20
	P054958	853602	220998	BROOM, WHISK, CORN W/METAL	$18.41
	P054958			VEST SAFETY FLUOR ORANGE/LIME	$61.09
	P054958			PAD, SCOURING 9IN X 6IN,	$40.04

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P054958	853602	220998	TAPE BARRICADE YELLOW CAUTION,	$137.62
	P054958			GAS CAN, OSHA 1 GALLON SAFETY,	$133.01
	P054958			DISPENSER, SPRAY, PISTOL GRIP	$73.85
NORCO INC	P054918	15348765	220919	ADJUST SALES TAX	($0.01)
	P054918			GLOVES, SOL-VEX, SIZE 9-9.5,	$18.51
	P054918			GLOVES, THERMAL-GRIP, SIZE 10	$29.65
	P054918	15348766		GLOVES, THERMAL-GRIP, SIZE 9	$59.30
	P054918	15356727		GLOVES, HYLITE, KNIT WRIST,	$68.55
	P054918	15391527	221023	GLOVES BROWN JERSEY KNIT WRIST	$37.14
	P054932	15435576		PAINT,MARKING,REGULAR ORANGE	$169.42
	P054932			PAINT,MARKING,FLUORESCENT PINK	$67.77
	P054932			PAINT,MARKING,FLUORESCENT BLUE	$222.07
	P054932			PAINT,MARKING,REGULAR RED	$237.18
	P054932			PAINT,MARKING,REGULAR WHITE	$67.77
	P054932			PAINT STICK 32",WHEEL, MARKING	$72.07
	P054932			PAINT,MARKING,FLUORESCNT GREEN	$74.02
	P054932			ADJUST SALES TAX	($0.01)
	P054918	15485565		GLOVES GOATSKIN, MEDIUM, PEARL	$1,208.72
	P054918			ADJUST SALES TAX	($0.01)
	P054918			GLOVES, GOATSKIN, SMALL, PEARL	$272.20
	P054918			GLOVES GOATSKIN, LARGE, PEARL,	$1,208.72
	P054918	15485566		GLOVES, COWHIDE, MEDIUM,	$1,954.80
	P054918			GLOVES, THERMOLITE LINER,	$71.55
WEST COAST PAPER COMPANY		8885231	220708	18X12 80# WHT COUGAR DIGITAL	$152.15
		8885232		8.5X11 24# BRIGHT WHITE	$368.15
		8894951		11X17 24# BRIGHT WHITE	$773.78
				UNASSIGNED TOTAL****	**$9,286.77**
				CENTRAL STORES FUND Total ***	**$9,286.77**
FUND 502 EQUIPMENT MAINTENANCE FUND					
Division: 000					
WESTERN STATES EQUIPMENT COMPANY	P054961	PC110294093	220958	#165-0020 3/4 HOSE	$462.64
	P054961			#165-0017 1/2 HOSE	$338.83
	P054961			#165-0021 1" HOSE	$573.41
				UNASSIGNED TOTAL****	**$1,374.88**
Division: 214 EQUIPMENT MAINTENANCE					
AMERICAN WEST CHROME INC		55837	220847	CYLINDER ASSYS VEH 3285 38481	$624.45
		55919		CYLINDER ASSY VEH 3296 38184	$786.26
		55920		REPAIR CYLINDERS VEH 3296	$2,998.45
		55969		CYLINDER ASSY VEH 3265 38380	$428.97

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019756	220586	HARBOR FREIGHT/PRESS TOOLS	$140.76
		TXN00019812		WA DOL VITAL CHEK - VEH 4158 L	$30.75
		TXN00019882		STAPLES - PENS	$12.48
		TXN00019883		STAPLES - PENS,CALENDARS,FOLDE	$328.69
		TXN00019965		AMERICAN EAGLE MUFFLER & -	$105.34
		TXN00020060		TRANSTAR INDUSTRIES INC - Purc	$42.21
		TXN00020074		BARNES&NOBLE COM - Purchase	$101.52
		TXN00020082		TRANSTAR INDUSTRIES INC - Purc	$647.95
BASIN EXPRESS LLC		71218	220624	SHIPPING VEH 3245 WO 38247	$11.50
BRAUN NORTHWEST INC		17471	220858	BUSHING KIT VEH 5040 WO 38171	$432.18
COLUMBIA GRAIN & FEED INC		131012	220637	STARTER VEH 7200 WO 37823	$169.56
COMMERCIAL TIRE INC		205750	220873	REPAIR FLAT VEH 3310 WO 38374	$45.07
		205769		TIRES VEH 2411 WO 38372	$162.27
		205770		TIRES VEH 3302 WO 38375	$155.75
		205772		TIRES VEH 3281 WO 38373	$412.95
		205924		TIRES VEH 1101 WO 38371	$356.44
		205927		WHEEL BALANCE VEH 1103 38370	$41.27
		205928		TIRES VEH 3286 WO 38369	$431.08
		206012		TIRES VEH 3306 WO 38432	$183.34
		206013		TIRES VEH 3312 WO 38429	$404.80
		206045		TIRES VEH 5044 WO 38434	$680.79
		206046		TIRES VEH 3285 WO 38428	$97.74
		206051		TIRES VEH 2420 WO 38433	$684.46
		206185		TIRES VEH 3280 WO 38431	$54.30
		206186		TIRES VEH 3281 WO 38430	$1,373.03
		206274		TIRES VEH 3244 WO 38489	$1,912.27
		206276		TIRES VEH 2364 WO 38490	$642.91
		206513	220984	FLAT REPAIR VEH 3310 WO 38510	$45.07
		206518		TIRES VEH 3285 WO 38508	$1,373.03
		206522		TIRES VEH 3285 WO 38509	$1,925.05
		206545		FLAT REPAIR VEH 3312 WO 38511	$72.22
		206547		TIRES VEH 3309 WO 38512	$65.16
DAY MANAGEMENT CORPORATION DBA		378442	220878	TELE POLE VEH 1105 WO 38484	$188.57
		379934		POWER CORD VEH 1211 WO 38485	$76.02
FAST SIGNS		139-50471	220646	VINYL LETTTERS VEH 1101 38382	$238.92
G & R AG PRODUCTS INC		2151962-0001-02	220887	SCREW CLAMPS VEH 3266 WO 38488	$186.43
HOTSY OF SPOKANE		20532	220898	CARBON-ATE PLUS SOAP	$2,063.40
JT AUTOMOTIVE PARTS INC DBA		326179	220755	CORE DEPOSIT VEH 3195 WO 38259	($65.70)
		326192		FILTERS VEH 3252 WO 38267	$144.60
		326196		FILTERS VEH 3253 WO 38268	$160.89
		326284		BRAKES VEH 2387 WO 38285	$260.05

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		326381	220755	FILTERS VEH 3330 WO 38312	$34.87
		326416		FILTER RETURNED VEH 2327	($8.68)
		326419		CLEANER VEH 3245 WO 38247	$8.68
		326420		WIPERBLADES VEH 3251 WO 38216	$16.49
		326428		PRIMER PAINT VEH 3284 WO 38189	$35.84
		326429		DA DISCS VEH 3284 WO 38189	$23.63
		326434		CABLE VEH 3311 WO 38272	$12.62
		326474		FILTERS VEH 6580 WO 38317	$37.15
		326475		AIR FILTER VEH 6580 WO 38313	$12.07
		326511		AIRFLOW SENSOR VEH 1369 38316	$288.39
		326515		FILTERS VEH 3255 WO 38323	$178.95
		326536		FILTERS VEH 3307 WO 38325	$16.33
		326599		BATTERY VEH 1206 WO 38332	$145.36
		326601		BRK CLEANER VEH 2360 WO 38318	$16.22
		326604		BRK CLEANER VEH 7090 WO 38045	$32.45
		326605		BRK CLEANER VEH 7130 WO 38049	$32.45
		326607		BATTERY/ALT VEH 3211 WO 38315	$372.39
		326608		BATTERIES VEH 3211 WO 38315	$310.83
		326609		BATTERY VEH 2360 WO 38320	$86.73
		326624		BRK CLEANER VEH 2387 WO 38285	$26.28
		326643		ALTERNATOR VEH 3211 WO 38315	$232.72
		326657		FILTERS VEH 2364 WO 38335	$27.02
		326659		WIPERBLADES VEH 2401 WO 38336	$21.57
		326767		OIL FILTER VEH 2363 WO 38341	$4.30
		326784		HOOK PIN VEH 3317 WO 38344	$91.65
		326798		FILTERS VEH 6561 WO 38347	$13.63
		326805		BATTERY VEH 6561 WO 38346	$82.82
		326812		RETURN ALTERNATOR VEH 3211	($223.81)
		326816		BEACON LIGHT VEH 3289 WO 38333	$144.93
		326818		BRK CLEANER VEH 3269 WO 38255	$16.22
		326824		WIRE CONNECTOR VEH 3329 38197	$8.10
		326862		W-SHIELD WASH VEH 7142 38331	$22.33
		326863		W-SHIELD WASH VEH 7141 38357	$22.33
		326865		BELTS VEH 3280 WO 38339	$157.05
		326869		OIL/FILTER VE 6561 WO 38346	$21.11
		326897		FILTERS VEH 2420 WO 38355	$16.13
		326921		CORE DEPOSIT VEH 2329 38232	($32.36)
		326925		FILTERS VEH 2376 WO 38327	$7.62
		326928		BATTERY VEH 2363 WO 38340	$120.69
		326962		WATER PUMP VEH 2343 WO 38358	$259.45
		326995		BRK ROTORS VEH 1211 WO 38360	$166.49

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		327007	220755	FILTERS VEH 3161 WO 38364	$16.51
		327024		BRK CLEANER VEH 2376 WO 38327	$10.82
		327066		MARKER LAMP VEH 3205 38321	$2.44
		327069		BRK CLEANER VEH 3283 WO 38322	$15.19
		327080		FUSE HOLDER VEH 3283 WO 38322	$4.38
		327096		WIRE VEH 3283 WO 38322	$55.39
		327114		FUSE HOLDERS VEH 3283 WO 38322	$43.77
		327129		AIR FILTER VEH 3296 WO 38184	$41.80
		327145		BRAKE PADS VEH 3307 WO 38376	$58.41
		327147		BRAKE ROTOR VEH 3276 WO 38262	$71.18
		327152		WHEEL SEALS VEH 3276 WO 38262	$40.83
		327156		CLEANER VEH 3284 WO 38189	$41.75
		327159		BRAKE ROTOR VEH 3276 38262	$60.36
		327162		BRAKE PADS VEH 3276 WO 38262	$47.59
		327179		BRK CLEANER VEH 2343 WO 38358	$43.46
		327229		IMPACT SOCKET VEH 3284 38189	$15.77
		327464		FILTERS VEH 1382 WO 38383	$25.21
		327474		OIL SEAL VEH 3161 WO 38384	$18.80
		327476		FILTERS VEH 2395 WO 38386	$35.31
		327497		FILTERS VEH 3213 WO 38392	$178.61
		327498		FILTERS VEH 3279 WO 38394	$210.62
		327499		FILTERS VEH 1378 WO 38396	$12.59
		327500		FILTERS VEH 2388 WO 38395	$13.05
		327501		FILTERS VEH 3278 WO 38393	$16.34
		327502		FILTERS VEH 7134 WO 38391	$42.79
		327503		FILTERS VEH 2349 WO 38390	$35.52
		327504		FILTERS VEH 2289 WO 38389	$20.82
		327507		FILTERS VEH 2325 WO 38400	$35.71
		327512		FILTERS VEH 7152 WO 38403	$272.97
		327514		FILTERS VEH 7146 WO 38404	$303.36
		327522		BATTERY VEH 4137 WO 38379	$163.04
		327590		SHOCKS VEH 3309 WO 38398	$220.36
		327591		BULBS VEH 1371 WO 38385	$17.20
		327592		BULBS VEH 2386 WO 38397	$4.04
		327593		BULBS VEH 2411 WO 38406	$154.65
		327599		FILTERS VEH 2406 WO 38416	$18.73
		327602		BRAKES VEH 2395 WO 38417	$135.37
		327604		FILTERS VEH 6428 WO 38418	$63.41
		327635		FLUID EVACUATOR VEH 2406	$209.17
		327650		FUEL FILTERS VEH 2325 38401	$17.46
		327655		ACCESSORY RELAYS VEH 5040	$14.40

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		327670	220755	SANDPAPER DISCS VEH 3282	$157.00
		327689		FILTERS VEH 2341 WO 38425	$35.05
		327690		BACKUP ALARM VEH 5040 38424	$34.74
		327691		TRANSFER FLUID VEH 2325 38401	$45.34
		327692		LENS KIT VEH 2346 WO 38422	$19.99
		327696		WHEEL BOLTS VEH 6580 WO 38313	$26.17
		327707		RETURN FUEL FILTER VEH 2341	($8.68)
		327871		LUBE VEH 3292 WO 38444	$81.38
		327889		FILTERS VEH 3175 WO 38453	$103.78
		327905		HALOGEN LAMP VEH 5038 38442	$13.19
		327910		SIGNAL LAMP VEH 4143 WO 38441	$6.99
		327911		WIPERBLADES VEH 1207 WO 38068	$30.93
		327912		BATTERY VEH 2282 WO 38443	$95.34
		327933		BRK CLEANER VEH 0800 WO 38446	$32.45
		327947		TRANS FLUID VEH 2341 WO 38426	$56.69
		327955		WATER PUMP VEH 2341 WO 38427	$155.79
KNUDSEN, CURTIS A		382436	220902	CLUTCH SPRING	$136.78
LESKOVAR LINCOLN MERCURY INC		07099	220668	SW ASSY VEH 2329 WO 38378	$13.51
MCCURLEY CHEVROLET		358155	220912	SPARK PLUGS VEH 2388 WO 38437	$574.74
		867592		SWITCH VEH 3289 WO 37533	$15.89
		873250		LAMP VEH 3305 WO 38342	$74.94
		873420		HOSES/PIPES VEH 2343 38358	$35.35
		873574		TURN SIGNAL VEH 3276 WO 38262	$246.83
		873575		OIL COOLER HOSE VEH 3307 38376	$211.67
		873945		ACTUATORS VEH 2325 WO 38401	$288.18
		874279		HOSES VEH 2341 WO 38427	$193.54
		874316		FUEL PUMP VEH 2341 WO 38427	$338.37
		874581		RETAINERS VEH 3218 WO 38493	$7.43
		CM865588		FUELPUMP CREDIT VEH 3257 37608	($820.16)
		CM866863		RETURN STUDS VEH 3235 WO 37415	($86.17)
		CM869294		RETURN GASKETS VEH 3301 37731	($55.04)
		CM869296		CORE CREDIT VEH 3301 WO 37731	($690.65)
MID COLUMBIA FORKLIFT INC		340013720	220914	SPRING VEH 7096 WO 38381	$345.46
MONARCH MACHINE & TOOL CO INC		A175889	220917	TRUCK FLOOR VEH 3282 WO 38263	$1,779.63
RMT EQUIPMENT		T04806	220779	SOLENOID VEH 6580 WO 38313	$350.02
SNAP ON INDUSTRIAL		ARV/24830152	220691	14.4 VERUS PRO UPGRADE	$1,083.51
SONSHINE COLLISION SERVICES INC		28394	220692	REPAIR VEH 1101 WO 38382	$1,367.18
TACOMA SCREW PRODUCTS INC		22111578	220936	WIRE ROPES VEH 0800 WO 37931	$16.63
		22111579		SCREWDRIVERS VEH 3285 WO 38368	$11.60
		22111842		WRENCH VEH 3296 WO 38184	$192.98
		22112145		UNIONS VEH 3285 WO 38368	$95.89

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TACOMA SCREW PRODUCTS INC		22112147	220936	MOP HANDLES VEH 3285 WO 38368	$28.66
TEREX UTILITIES INC		90244707	220696	SEAL KIT VEH 3253 WO 38182	$87.10
TIMKEN MOTOR AND CRANE SERVICES LLC DBA		0025648	221037	HOIST CABLE VEH 3275 WO 38411	$553.32
		0025649		HOIST CABLE VEH 3225 WO 38410	$707.53
		0025700		HOIST CABLE VEH 3243 WO 38413	$759.66
		0025718		BEARING VEH 3305 WO 38412	$262.81
		0025786		HOIST CABLE VEH 3288 WO 38409	$1,018.13
		0025787		HOIST CABLE VEH 3286 WO 38454	$1,214.04
		0025910		HOIST CABLE VEH 3306 WO 38456	$955.56
		0025911		INSTALL DECALS VEH 3286 38454	$429.26
		0025912		HOIST CABLE VEH 3302 WO 38455	$888.24
		0025923		BOOM PIN VEH 3302 WO 38455	$67.41
TIRE FACTORY INC DBA		03-104976	220942	REPLACE SENSOR VEH 1105 38329	$62.88
		03-105269	221039	REPAIR FLAT VEH 2415 WO 38516	$17.10
TRANSPORT EQUIPMENT CO INC DBA		PASIN1243359	220943	FILTER VEH 7152 WO 38403	$32.33
		PASIN1243362		FILTER VEH 7146 WO 38404	$32.33
		PASIN1246345		FLAPS VEH 3251 WO 38288	$79.63
		PASIN1250583		SPEED SENSOR VEH 3240 WO38423	$101.00
		PASIN1254004		FILTER VEH 3296 WO 38480	$55.23
		PASIN1254006		FILTER VEH 3315 WO 38476	$55.23
		PASIN1258369		HEADLAMP VEH 3311 WO 38272	$6.87
TRANSTAR INDUSTRIES INC		37391443	220697	BUSHING VEH 3245	$23.55
TRI CITIES BATTERY & AUTO REPAIR		0102217	220945	MARINE BATTERIES VEH 4152	$732.38
UNITED PARCEL SERVICE	S016201	000986641085	220786	ADDITIONAL HANDLING FOR PKG TO	$9.00
	S016201			GROUND PKG TO SUPER PRODUCTS F	$5.34
WESCO PAINT & EQUIPMENT SUPPLY		1938662	220954	PRIMER/ENAMEL VEH 3283 38447	$303.54
		2013353	220707	PAINT VEH 3284 WO 38189	$93.23
WESTERN PETERBILT INC		H235233	220957	POWER STEERING VEH 3285 38405	$1,970.51
		H235437		GASKET VEH 3282 WO 38188	$7.05
WESTERN STATES EQUIPMENT COMPANY		PC110293850	220790	FILTERS VEH 7130 WO 38049	$526.67
		PC110293851		FILTERS VEH 7090 WO 38045	$248.87
		PC110293935		BOLTS VEH 3212 WO 38007	$43.71
		PC110294091	220958	DOOR COVERS VEH 7130 WO 38311	$948.48
		PC110294092		PUMP VEH 7130 WO 38049	$78.60
		PC110294174		BOLT/WASHER VEH 7090 WO 38107	$4.68
		PC110294309		FUEL CAP VEH 7130 WO 38338	$79.26
		PC110294851		ET SUBSCRIPTION	$814.50
		PR110022050		RETURN LAMP VEH 7121 WO 31726	($107.22)
		PR110022051		RETURN FILTER VEH 7130 38049	($30.18)
		WO110101686		PERFORM MAINT VEH 7131 WO38048	$1,275.21
		WO110101687		PERFORM MAINT VEH 7138 WO38047	$1,926.01

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SYSTEMS & FABRICATION INC		10153	220791	SEAL KITS VEH 3282 WO 38263	$105.50
		10595	220959	FUSES VEH 3283 WO 38322	$84.72
WONDRACK DISTRIBUTING INC		0453510	220794	OFF ROAD DIESEL-LANDFILL	$3,563.27
		0749343		CARD LOCK FUEL 2/9-2/15/15	$8,898.06
		0749432	220961	CARD LOCK FUEL 2/16-2/22/15	$10,142.82
				EQUIPMENT MAINTENANCE TOTAL****	**$72,677.61**
				EQUIPMENT MAINTENANCE FUND Total ***	**$74,052.49**
FUND 505	**PUBLIC WORKS ADMIN & ENGINEER**				
Division: 000					
CHERVENELL CONSTRUCTION COMPANY		450 COLUMBIA PT	220868	REFUND ROW PERMIT PW-15-00022	$250.00
				UNASSIGNED TOTAL****	**$250.00**
Division: 450 PW ADMIN & ENGINEERING					
AT&T WIRELESS		1/15-287243288881	220622	287243288881 12/27-1/26/15	$92.42
				287243288881 12/27-1/26/15	$32.97
				287243288881 12/27-1/26/15	$16.20
				287243288881 12/27-1/26/15	$57.26
				287243288881 12/27-1/26/15	$62.06
				287243288881 12/27-1/26/15	$30.97
				287243288881 12/27-1/26/15	$12.67
				287243288881 12/27-1/26/15	$27.84
				287243288881 12/27-1/26/15	$12.63
				287243288881 12/27-1/26/15	$12.26
BANK OF AMERICA		TXN00019700	220586	BENTON CO AUDITOR - recording	$1,004.50
		TXN00019765		BENTON CO AUDITOR -recording d	$157.85
		TXN00019847		THE HOME DEPOT #4746 - socket	$43.41
		TXN00019888		WAL-MART #3261 - Camera SD car	$24.85
		TXN00019899		STERLINGS - PWD luncheon	$18.19
		TXN00020010		FRED-MEYER #0286 - glade holde	$49.20
		TXN00020048		BENTON CO AUDITOR - recording	$310.58
		TXN00020061		RED LION HOTELS/INNS - WSGRTA	$110.58
		TXN00020075		AMAZON MKTPLACE PMTS - CAMERA	$123.50
BENTON COUNTY TREASURER		2596	220852	MYLAR COPIES	$28.12
FASTENAL COMPANY		WARIC48045	220647	SAFETY GLASSES/GLOVES	$32.13
PENWELL, DAN		021115	220681	PENWELL-WEED CONTROL FEE	$6.50
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$19.98
ROGALSKY, PETER		15-110 ROGALSKY	221030	LEG TRANS MTG/OLYMPIA/ROGALSKY	$178.08
UNITED PARCEL SERVICE	S016201	000986641085	220786	ADDITIONAL CHARGES FOR PKG TO	$2.95
	S016201			GROUND PKG TO EMERSON RADIO FO	$8.19
				PW ADMIN & ENGINEERING TOTAL****	**$2,475.89**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				PUBLIC WORKS ADMIN & ENGINEER Total * **	**$2,725.89**
FUND 520		**HEALTH CARE/BENEFITS PLAN**			
Division: 222		EMPLOYEE BENEFIT PROGRAM			
REHN & ASSOCIATES INC		JAN 2015	220687	HRA PREMIUMS-JAN	$288.75
				EMPLOYEE BENEFIT PROGRAM TOTAL**	**$288.75**
				HEALTH CARE/BENEFITS PLAN Total *	**$288.75**
FUND 611		**FIREMAN'S PENSION**			
Division: 216		FIRE PENSION			
ANDERS, PETER		AP00003703021501	220796	MEDICARE PREMIUM/ANDERS	$104.90
BOARDMAN, JOHN S		022015JB	220711	VISION DOS 2/20/15	$179.98
BOWLS, DAVID		022015DB	220712	MEDICAL DOS 2/16 & 2/20/15	$160.00
		AP00003503021501	220800	MEDICARE PREMIUM/BOWLS	$104.90
BRADSHAW, DENNIS L DDS		010815JK	220713	DENTAL DOS 1/08/15	$231.40
CANFIELD, HARRY R		AP00000403021501	220803	MEDICARE PREMIUM/CANFIELD	$104.90
CARRICK, HENRY		AP00000503021501	220804	MEDICARE PREMIUM/CARRICK	$104.90
CLARK, FRANK M		AP00000603021501	220805	MEDICARE PREMIUM/CLARK	$104.90
DOWNS, DANNY		AP00005103021501	220812	MEDICARE PREMIUM/DOWNS	$104.90
ELIASON, CURTIS		AP00003303021501	220814	MEDICARE PREMIUM/ELIASON	$104.90
ESTY, RAYMOND J		AP00000903021501	220815	MEDICARE PREMIUM/ESTY	$104.90
FERRIANS, ALLEN LARRY		AP00006003021501	220816	MEDICARE PREMIUM/FERRIANS	$104.90
HEASTON & THOMPSON VISION CLINIC		020615CW	220716	100597 VISION DOS 2/6/15	$330.00
		040114-TT		114844 VISION DOS 4/01/14	$37.00
		080414-RL		111463 VISION DOS 8/04/14	$545.00
HOUCHIN, EARL		AP00001203021501	220819	MEDICARE PREMIUM/HOUCHIN	$104.90
JOHNSON, NEILS E		AP00003403021501	220820	MEDICARE PREMIUM/JOHNSON	$104.90
JONES, HAROLD		AP00005503021501	220821	MEDICARE PREMIUM/JONES	$104.90
KEYS, JACK D		AP00006203021501	220822	MEDICARE PREMIUM/KEYS	$104.90
LAHTI, ROGER P		011715RL	220717	RX-NON COVERED DOS 1/17/15	$73.69
		AP00006403021501	220823	MEDICARE PREMIUM/LAHTI	$104.90
MITCHELL, RAYMOND L		AP00001503021501	220827	MEDICARE PREMIUM/MITCHELL	$104.90
MURRAY, DAVID		AP00008303021501	220829	MEDICARE PREMIUM/MURRAY	$104.90
MYERS, EDWARD A		AP00007603021501	220830	MEDICARE PREMIUM/MYERS ED	$104.90
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$17.78
POLLARD, JAMES		AP00004803021501	220831	MEDICARE PREMIUM/POLLARD	$99.90
RONEY, LARRY		AP00003603021501	220832	MEDICARE PREMIUM/RONEY	$104.90
SIEMENS, DONALD		AP00008103021501	220833	MEDICARE PREMIUM/SIEMENS	$104.90
WEST, ROYAL		AP00002003021501	220840	MEDICARE PREMIUM/WEST	$104.90
WILLIAMSON, CRAIG E		AP00007503021501	220841	MEDICARE PREMIUM/WILLIAMSON	$104.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				FIRE PENSION TOTAL****	**$3,877.65**
				FIREMAN'S PENSION Total ***	**$3,877.65**
FUND 612		**POLICEMEN'S PENSION**			
Division: 217		POLICE PENSION			
ADVENT CARE LLC DBA		1258GD	220710	ASSISTANCE SRVCS 2/9-2/15	$3,160.50
BAKER, MARSHALL R		AP00006303021501	220797	MEDICARE PREMIUM/BAKER	$104.90
BATES, LAURIE VERN JR		AP00004903021501	220798	MEDICARE PREMIUM/BATES	$104.90
BEDEN, LARRY		AP00003803021501	220799	MEDICARE PREMIUM/BEDEN	$104.90
BRUNSON, DALE A		AP00004203021501	220801	MEDICARE PREMIUM/BRUNSON	$104.90
BUNCH, KRISTINA DDS PS DBA		112014JC	220714	DENTAL DOS 11/20/14	$140.00
		120414JC		DENTAL DOS 12/04/14	$37.80
BUSH, LEE		AP00008403021501	220802	MEDICARE PREMIUM/BUSH	$104.90
CENTER VISION & CONTACT LENS CLINIC INC		021015RT	220715	29970 VISION DOS 2/10/15	$626.00
CLEAVENGER, WILL J		AP00007303021501	220806	MEDICARE PREMIUM/CLEAVENGER W	$104.90
CLEMENTS, JOHN M		AP00007403021501	220807	MEDICARE PREMIUM/CLEMENTS	$104.90
COUCH, LARRY		AP00006603021501	220808	MEDICARE PREMIUM/COUCH	$104.90
CULTURAL DBA		AP00008203021501	220809	ASSISTED LIVING-MANUEL	$4,500.00
DEMYER, JAMES J		AP00008003021501	220810	MEDICARE PREMIUM/DEMYER	$104.90
DERRICK, GEORGE		AP00000703021501	220811	MEDICARE PREMIUM/DERRICK	$104.90
DUCHEMIN, ROGER		AP00000803021501	220813	MEDICARE PREMIUM/DUCHEMIN	$104.90
GANLEY, JOHN M		AP00007903021501	220817	MEDICARE PREMIUM/GANLEY	$104.90
HEASTON & THOMPSON VISION CLINIC		121114RC	220716	100176 VISION DOS 12/11/14	$60.00
HIGGINS, FRED C		AP00007803021501	220818	HIGGINS MEDICARE PREMIUM	$104.90
LEWIS, DAVID L		AP00004303021501	220824	MEDICARE PREMIUM/LEWIS	$104.90
LOHDEFINCK, RICHARD N		AP00002303021501	220825	MEDICARE PREMIUM/LOHDEFINCK	$104.90
MANUEL, D ART		AP00002503021501	220826	MEDICARE PREMIUM/MANUEL	$104.90
MOORE, ROBERT		AP00007103021501	220828	MEDICARE PREMIUM/MOORE	$104.90
MORGAN, JEFFREY DMD		010615RW	220718	DENTAL DOS 1/06/15	$1,673.50
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$17.78
SNYDER, RONALD K DDS		010615JD	220719	101926 DENTAL DOS 1/06/15	$240.00
SPARKS, DAVID W		AP00005903021501	220834	MEDICARE PREMIUM/SPARKS	$104.90
THOMAS, GERALD D		AP00003203021501	220835	MEDICARE PREMIUM/THOMAS G	$104.90
TURNER, ROY		AP00003103021501	220836	MEDICARE PREMIUM/TURNER	$104.90
UPTOWN VISION CENTER		011915LC	220837	LC7192 VISION DOS 1/19/15	$507.00
VISION SOURCE		011715HJ	220720	9101 VISION DOS 1/17/15	$583.00
WASHINGTON, CLARENCE D MD		121714WT	220721	136475 MEDICAL DOS 12/17/14	$38.00
WENDLAND, WALTER		012415WW	220722	HOME CARE DOS 1/24-1/31/15	$1,424.50
		0201715WW	220839	HOME CARE DOS 2/7-2/20/15	$2,675.50
		AP00001903021501	220838	MEDICARE PREMIUM/WENDLAND	$104.90
WILMOTH, ROD		AP00004503021501	220842	MEDICARE PREMIUM/WILMOTH	$104.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ZIMMERMAN, GERALD		122714GZ	220723	RX-NON COVERED DOS 12/27/14	$83.27
		AP00005003021501	220843	MEDICARE PREMIUM/ZIMMERMAN	$104.90
				POLICE PENSION TOTAL****	**$18,179.55**
				POLICEMEN'S PENSION Total ***	**$18,179.55**
FUND 641	**SOUTHEAST COMMUNICATIONS CTR**				
Division: 600	SECOMM OPERATIONS GENERAL				
AMERIGAS		3037777909	220620	BCES-300 GALLONS PROPANE	$298.23
BANK OF AMERICA		TXN00019805	220586	WFOA-Ann.Mbrshp Fee-Aranda	$25.00
		TXN00019975		ACE HARDWARE-Filters/IceMelt	$26.03
		TXN00020004		PLANTRONICS-Phone Equip	$172.67
		TXN00020029		WM-Key/Barber desk	$1.93
		TXN00020033		PLANTRONICS-Phone Equip	$407.25
CENTURYLINK		2/15-509-624-3863	220864	GENERAL 2/16-3/16-15	$7.31
		2/15-509-786-2112	220733	GENERAL 2/6-3/5/15	$95.01
FRONTIER		2/15-206-188-1060	220886	GENERAL 2/19-3/18	$403.71
		2/15-206-188-2381	220743	GENERAL/E911 2/10-3/9/15	$236.00
		2/15-509-628-2600		LONG DISTANCE 2/10-3/9/15	$803.60
POCKETINET COMMUNICATIONS INC		77032	220684	WIRELESS TRNSPORT/INTERNET-MAR	$268.28
SOFTCHOICE CORPORATION	P054869	3907912	220782	PRAESSLER PRTG NETWORK MONITOR	$207.68
SPRAGUE PEST SOLUTIONS		2520912	220693	PEST CONTROL SRVCS-FEB	$42.39
VERIZON WIRELESS		9740080851	220702	CELLPHONES 2/7-3/6/15	$276.44
				SECOMM OPERATIONS GENERAL TOTAL****	**$3,271.53**
Division: 601	E911 OPERATIONS				
BANK OF AMERICA		TXN00019830	220586	ALASKA AIR-Barber Training	$295.20
		TXN00020056		ALASKAAIR-deGraaf Training	$283.20
		TXN00020057		ALASKAAIR-deGraaf Name Change	$283.20
		TXN00020072		ALASKAAIR-deGraaf Name Change	($283.20)
FRONTIER		2/15-206-188-2381	220743	GENERAL/E911 2/10-3/9/15	$236.00
LANGUAGE LINE SERVICES LLC		3540869	220904	E911 TRANSLATION SRVCS-JAN	$324.67
LETTRICK, R. KIM		15-100 LETTRICK	220908	E911 COM TRNG/SPOKANE/LETTRICK	$87.63
NETCASTERS INC		48599	220676	ONLINE TRNG MGMT-FEB	$220.00
POCKETINET COMMUNICATIONS INC		77032	220684	WIRELESS TRNSPORT/INTERNET-MAR	$268.27
				E911 OPERATIONS TOTAL****	**$1,714.97**
Division: 602	SECOMM AGENCY				
INTERGRAPH CORPORATION	S015867	PI50000243	220659	I/CAD & MOBILE TO MPS UPGRADE	$10,500.65
				SECOMM AGENCY TOTAL****	**$10,500.65**
				SOUTHEAST COMMUNICATIONS CTR Total ***	**$15,487.15**
FUND 642	**800 MHZ PROJECT**				

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 610 800 MHZ					
AMERIGAS		3037777909	220620	BCES-300 GALLONS PROPANE	$298.23
SOFTCHOICE CORPORATION	P054869	3907912	220782	PRAESSLER PRTG NETWORK MONITOR	$207.69
				800 MHZ TOTAL****	**$505.92**
				800 MHZ PROJECT Total ***	**$505.92**
FUND 643 EMERGENCY MANAGEMENT					
Division: 620 STATE / LOCAL ASSISTANCE					
AMERIGAS		3037777909	220620	BCES-300 GALLONS PROPANE	$99.41
BANK OF AMERICA		TXN00019975	220586	ACE HARDWARE-Filters/IceMelt	$26.02
CHARTER COMMUNICATIONS		2/15-80070706114	220866	CABLE SERVICE 3/1-3/29/15	$18.00
FRONTIER		2/15-509-628-2600	220743	LONG DISTANCE 2/10-3/9/15	$267.86
POCKETINET COMMUNICATIONS INC		77032	220684	WIRELESS TRNSPORT/INTERNET-MAR	$76.65
VERIZON WIRELESS		9740080851	220702	CELLPHONES 2/7-3/6/15	$57.92
				STATE / LOCAL ASSISTANCE TOTAL****	**$545.86**
Division: 621 RADIOLOGICAL EMGCY PREPAREDNES					
AMERIGAS		3037777909	220620	BCES-300 GALLONS PROPANE	$99.41
CHARTER COMMUNICATIONS		2/15-80070706114	220866	CABLE SERVICE 3/1-3/29/15	$18.00
FRONTIER		2/15-509-628-2600	220743	LONG DISTANCE 2/10-3/9/15	$267.86
LUDLUM MEASUREMENTS INC	P054754	00378433/00378672	220767	FREIGHT	$73.85
	P054754			CALIBRATE LUDLUM MODEL 12	$705.90
	P054754			ADJUST SALES TAX	$0.01
	P054754			LABOR	$54.30
MID COLUMBIA ENGINEERING INC	P054796	ST007175	220673	BECKI COATS - SURVEY TAKER	$300.30
POCKETINET COMMUNICATIONS INC		77032	220684	WIRELESS TRNSPORT/INTERNET-MAR	$76.65
UNITED PARCEL SERVICE	S016201	000986641085	220786	GROUND PKG W/INSURANCE TO ARRO	$311.10
VERIZON WIRELESS		9740080851	220702	CELLPHONES 2/7-3/6/15	$40.01
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL****	**$1,947.39**
Division: 622 DOE EMERGENCY PREPAREDNESS					
AMERIGAS		3037777909	220620	BCES-300 GALLONS PROPANE	$99.41
BANK OF AMERICA		TXN00019738	220586	DELTA AIR-Beck 15-003	$220.00
		TXN00020041		DELTA AIR-Beck EMD Training	$677.20
CHARTER COMMUNICATIONS		2/15-80070706114	220866	CABLE SERVICE 3/1-3/29/15	$18.00
FRONTIER		2/15-509-628-2600	220743	LONG DISTANCE 2/10-3/9/15	$267.87
POCKETINET COMMUNICATIONS INC		77032	220684	WIRELESS TRNSPORT/INTERNET-MAR	$76.65
VERIZON WIRELESS		9740080851	220702	CELLPHONES 2/7-3/6/15	$57.92
				DOE EMERGENCY PREPAREDNESS TOTAL****	**$1,417.05**
Division: 623 JURISIDICTION					
BANK OF AMERICA		TXN00019741	220586	OFFICE DEPOT-Ink Cartridges	$235.53

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00019805	220586	WFOA-Ann.Mbrshp Fee-Aranda	$25.00
		TXN00020037		UPS-ShippingLabels	$13.85
CHARTER COMMUNICATIONS		2/15-80070706114	220866	CABLE SERVICE 3/1-3/29/15	$42.15
PITNEY BOWES PURCHASE POWER		0115-1127-9365	220774	POSTAGE 1/1-1/31/15	$1.44
SOFTCHOICE CORPORATION	P054869	3907912	220782	PRAESSLER PRTG NETWORK MONITOR	$207.72
SPRAGUE PEST SOLUTIONS		2520912	220693	PEST CONTROL SRVCS-FEB	$42.39
				JURISIDICTION TOTAL**	**$568.08**
				EMERGENCY MANAGEMENT Total *	**$4,478.38**
FUND 803	**UTILITY BILL CLEARING FUND**				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9622	220765	Customer Refund	$83.82
		CISPAY9623	220776	Customer Refund	$19.38
		CISPAY9624	220781	Customer Refund	$75.11
		CISPAY9625	220777	Customer Refund	$40.61
		CISPAY9626	220732	Customer Refund	$21.34
		CISPAY9627	220748	Customer Refund	$188.52
		CISPAY9628	220724	Customer Refund	$561.61
		CISPAY9629	220766	Customer Refund	$189.29
		CISPAY9630	220744	Customer Refund	$10.00
		CISPAY9631	220749	Customer Refund	$190.16
		CISPAY9632	220730	Customer Refund	$32.92
		CISPAY9633	220784	Customer Refund	$58.31
		CISPAY9634	220771	Customer Refund	$3.07
		CISPAY9635	220783	Customer Refund	$30.19
		CISPAY9636	220725	Customer Refund	$107.53
		CISPAY9637	220731	Customer Refund	$108.32
		CISPAY9638	220726	Customer Refund	$46.94
		CISPAY9639	220734	Customer Refund	$52.25
		CISPAY9640	220752	Customer Refund	$54.99
		CISPAY9641	220753	Customer Refund	$55.49
		CISPAY9642	220763	Customer Refund	$53.49
		CISPAY9643	220793	Customer Refund	$91.78
		CISPAY9644	220769	Customer Refund	$108.13
		CISPAY9645	220751	Customer Refund	$20.27
		CISPAY9646	220754	Customer Refund	$82.76
		CISPAY9647	220785	Customer Refund	$91.40
		CISPAY9648	220768	Customer Refund	$247.34
		CISPAY9649	220750	Customer Refund	$116.08
		CISPAY9650	220780	Customer Refund	$59.77

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9652	221016	Customer Refund	$67.32
		CISPAY9653	220993	Customer Refund	$154.22
		CISPAY9654	220986	Customer Refund	$152.86
		CISPAY9655	221028	Customer Refund	$322.17
		CISPAY9656	220973	Customer Refund	$101.09
		CISPAY9657	221038	Customer Refund	$41.87
		CISPAY9659	221006	Customer Refund	$36.05
		CISPAY9660	221034	Customer Refund	$5.88
		CISPAY9661	220988	Customer Refund	$29.16
		CISPAY9662	221036	Customer Refund	$109.54
		CISPAY9663	221019	Customer Refund	$103.74
		CISPAY9664	221029	Customer Refund	$46.94
		CISPAY9665	221018	Customer Refund	$12.92
		CISPAY9666	220979	Customer Refund	$43.51
		CISPAY9667	220967	Customer Refund	$135.93
		CISPAY9668	220980	Customer Refund	$35.31
		CISPAY9669	220997	Customer Refund	$106.17
		CISPAY9670	220977	Customer Refund	$27.46
		CISPAY9671	220970	Customer Refund	$83.16
		CISPAY9672	221003	Customer Refund	$97.05
		CISPAY9673	221001	Customer Refund	$46.66
		CISPAY9674	220971	Customer Refund	$66.45
		CISPAY9675	220983	Customer Refund	$16.71
		CISPAY9676	221020	Customer Refund	$90.06
		CISPAY9677	220987	Customer Refund	$10.12
		CISPAY9678	221033	Customer Refund	$66.39
		CISPAY9679	221015	Customer Refund	$100.30
		CISPAY9680	221008	Customer Refund	$79.43
		CISPAY9681	220965	Customer Refund	$97.32
		CISPAY9682	221005	Customer Refund	$45.50
		CISPAY9683	221011	Customer Refund	$59.48
		CISPAY9684	220968	Customer Refund	$47.62
		CISPAY9685	220999	Customer Refund	$5.02
		CISPAY9686	220964	Customer Refund	$118.80
		CISPAY9687	221012	Customer Refund	$96.44
		CISPAY9688	220985	Customer Refund	$64.70
		CISPAY9689	220972	Customer Refund	$103.74
		CISPAY9690	221031	Customer Refund	$63.74
		CISPAY9691	221004	Customer Refund	$94.24
		CISPAY9692	221000	Customer Refund	$53.85

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9693	221042	Customer Refund	$84.48
		CISPAY9694	220981	Customer Refund	$33.70
		CISPAY9695	221007	Customer Refund	$108.72
				UNASSIGNED TOTAL****	**$6,066.69**
				UTILITY BILL CLEARING FUND Total ***	**$6,066.69**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				Invoice Total: ****	**$970,066.94**

	Number of Invoices	Amount
Vouchers In Richland	223	$98,309.60
Vouchers In Tri Cities	129	$204,728.33
Vouchers In WA	229	$284,852.55
Vouchers Outside WA	984	$382,176.46
Vouchers Final Total.....	1565	$970,066.94

Ob ject Category	Title	Total	Percentage
1	SALARIES	$27.98	0%
2	BENEFITS	$28,899.53	2.98%
3	SUPPLIES	$203,655.40	20.99%
4	OTHER SERVICES & CHARGES	$395,623.34	40.78%
5	INTERGOVERNMENTAL SERVICES	$108,119.06	11.15%
6	CAPITAL PROJECTS	$161,138.66	16.61%
	MACHINERY & EQUIPMENT	$14,263.15	1.47%
8	INTEREST	$107.28	0.01%
	REFUNDS	$6,066.69	0.63%
9	INTERFUND SERVICES	$225.00	0.02%
	INVENTORY PURCHASES	$51,940.85	5.35%
	Total	$970,066.94	