



Agenda
City Council Regular Meeting
Tuesday, April 7, 2015
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

- I. 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:

2. New Hire Introduction
 - Allison Jubb, Human Resources Director

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

3. Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds - Ordinance No. 15-15
 - Joe Schiessl, Parks and Public Facilities Director
4. Proposed Increase in 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan - Ordinance No. 22-15
 - 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:

5. Approve the Minutes of the March 17 and 24, 2015, City Council Meeting
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

6. Ordinance No. 15-15, Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds to Columbia Basin BMX
 - Phil Pinard, Planning and Capital Projects Manager
7. Ordinance No. 17-15, Authorizing Eminent Domain for the Center Parkway Project Right-of-Way
 - Pete Rogalsky, Public Works Director

8. Ordinance No. 18-15, Establishing the Preliminary Assessment Roll for the Reata Road Area Utility Local Improvement District (LID) No. 197
 - Pete Rogalsky, Public Works Director
9. Ordinance No. 19-15, Amending RMC Title 3: Finance, Revising an Existing LID Fund and Creating the Special Assessment Construction Fund
 - Cathleen Koch, Administrative Services Director
10. Ordinance No. 20-15, Rezoning of 1.1 acres on Columbia Point Drive and Approving a Shoreline Permit for Construction of a Restaurant (Closed Record)
 - Rick Simon, Development Services Manager
11. Ordinance No. 21-15, Amending RMC Title 15, Relating to Solid Waste Disposal Rates
 - Pete Rogalsky, Public Works Director
12. Ordinance No. 22-15, Increasing 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

13. Ordinance No. 12-15, Increasing 2015 Budget Appropriations to Include the 2014 Budget Carryovers
 - Cathleen Koch, Administrative Services Director
14. Ordinance No. 14-15, Amending RMC Sections 2.13 and 2.16, Dissolving the Housing and Community Development Advisory Committee and Transferring Duties to the Planning Commission
 - Bill King, Deputy City Manager
15. Ordinance No. 16-15, Approving the Refunding of PFD Bonds and Authorizing the Execution of a Contingent Loan Agreement and Restated Interlocal Agreement with the Richland PFD
 - Bill King, Deputy City Manager

Resolutions – Adoption:

16. Resolution No. 01-15, Authorizing Execution of a Consulting Agreement with HDR Engineering, Inc., for a Four-Year Construction Work Plan and Substation Site Acquisition Services.
 - Bob Hammond, Energy Services Director
17. Resolution No. 57-15, Authorizing Execution of Agreement with Washington State Department of Natural Resources (DNR) for an Urban and Community Forestry Program Grant
 - Phil Pinard, Planning and Capital Projects Manager
18. Resolution No. 58-15, Approve Substantial Amendment to Community Development Block Grant 2013 and 2014 Annual Action Plans Allocating Additional Funding to Public Works ADA 2015 CDBG Activity
 - Bill King, Deputy City Manager
19. Resolution No. 59-15, Authorizing the City Manager to Execute an Agreement with TestAmerica, Inc. for 2015 Landfill Groundwater and Gas Laboratory Testing
 - Pete Rogalsky, Public Works Director

20. Resolution No. 60-15, Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonds
 - Bob Hammond, Energy Services Director
21. Resolution Nos. 61-15, 62-15 and 63-15 Appointments and Reappointments to the Code Enforcement Board, Parks and Recreation Commission and Arts Commission
 - Heather Kintzley, City Attorney
22. Resolution Nos. 64-15 through 67-15, Expressing Appreciation to Wayne Bell, Jackie Valentino, Janis Rose and Anneke Rachinski for their Service on the City's Boards, Commissions or Committees
 - Heather Kintzley, City Attorney
23. Resolution No. 68-15, Naming a Private Street Located North of Keene Road and East of Duportail Street as "Lincoln Landing"
 - Rick Simon, Development Services Manager
24. Resolution No. 69-15, Authorizing Execution of Agreement with U.S. Department of Energy for the Purchase of 1001 Elliot Street
 - Brian Moore, Redevelopment Project Supervisor
25. Resolution No. 70-15, Authorizing the City Manager to Sign and Execute an Agreement with Blackline, Inc. for \$257,517.49 for Construction of the 2015 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
26. Resolution No. 72-15, Approving the Final Plat of Phase XIII of the Plat of Westcliffe.
 - Rick Simon, Development Services Manager
27. Resolution No. 73-15, Authorizing Execution of an Interlocal Cooperation Agreement with Columbia Basin College for Planning and Coordination of the Downtown Richland Educational Campus
 - Brian Moore, Redevelopment Project Supervisor
28. Resolution No. 74-15, Authorizing the City Manager to Execute an Agreement with Parametrix, Inc. for Landfill Monitoring, Sampling and Reporting
 - Pete Rogalsky, Public Works Director

Items for Approval:

29. Authorize Travel for Mayor Rose, Mayor Pro Tem Lemley and Council Member Thompson
 - Cindy Johnson, City Manager
30. 2015 City Manager's Goals
 - David Rose, Mayor

Expenditures - Approval:

31. Expenditures from March 9, 2015 - March 27, 2015 for \$9,522,072.11 including Check Nos. 221043-221514, Wire Nos. 5852-5866, Payroll Check Nos. 99910-99938, and Payroll Wire/ACH Nos. 8899-8931
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

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: 04/07/2015

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

New Hire Introduction

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The newly hired employees able to attend this evening, will be introduced to Council.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Public Hearing

Key Element: Key 6 - Community Amenities

Subject:

Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds - Ordinance No. 15-15

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

15-15

Document Type:

Presentation

Recommended Motion:

None.

Summary:

A public hearing will be held to receive testimony on Ordinance No. 15-15 amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds. Refer to Ordinance No. 15-15 on Ordinances - First Reading.

Fiscal Impact:

No fiscal impact to holding the public hearing.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Increase in 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan - Ordinance No. 22-15

Department:

Public Works

Ordinance/Resolution Number:

22-15

Document Type:

Presentation

Recommended Motion:

None.

Summary:

State statutes require that a public hearing be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 22-15 is on this evening's consent calendar agenda and proposes to appropriate existing fund balance in the Water Fund and to make changes to the 2015-2030 Capital Improvement Plan.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the March 17 and 24, 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 17 and 24, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft March 17, 2015 Meeting Minutes
2. Draft March 24, 2015 Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, March 17, 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, Kent, Jones, and Thompson were present.

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

Executive Session:

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

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

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M. THE MOTION CARRIED 7-0.

Discussion of Meeting Agenda Items:

Deputy City Manager King and Public Works Director Rogalsky joined the pre-meeting at 7:10 p.m.

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

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, Jones, Kent and Thompson were present.

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Administrative Services Director Koch, 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 City Clerk Hopkins.

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 THOMPSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. 2015 Parks and Recreation Commission Goals and Objectives (5 minutes)
- Joe Schiessl, Parks and Public Facilities Director

Parks and Recreation Commission Chair Maria Gutierrez introduced Shante Katipamula, four-year youth member, who presented the Commission's 2014 accomplishments. Ms. Gutierrez described the 2015 Goals. Council Members praised Ms. Gutierrez and Ms. Katipamula's presentation as well as the entire Parks and Recreation Commission on their successful accomplishments.

2. Richland Public Facilities District Quarterly Report (10 minutes)
- Lisa Toomey, REACH

Ms. Toomey gave the quarterly report in Mr. Raab's absence. She began by giving credit to Mr. King's contributions and on-going support of the REACH since its concept. She also introduced the new Board member, Shirley Long. Ms. Toomey continued her presentation, including the key priority of being self-sustaining. Claire Dan, REACH Curator for Education and Arts, gave a presentation on the education, arts and performing arts opportunities.

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

Mr. Simon said Edith Whitfield, the owner of a 26 acre cherry orchard located south of Shockley Road has requested annexation. State annexation law 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.

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

4. 2014 Community Survey Results (5 minutes)
- Trish Herron, Communications and Marketing Manager

Ms. Herron presented an overview of the 2014 Community Survey results and highlighted the details.

5. CityView Video: Goodwill Recycle Program
- Pete Rogalsky, Public Works Director

Mr. Rogalsky introduced the video which explains the new partnership with Goodwill. Goodwill will provide residents special plastic bags for donations that will be placed in the City's recycling bins and picked up on regular recycling days.

Public Hearing:

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

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

Mr. Rogalsky said 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.

Mayor Rose opened the public hearing at 8:21 p.m. and closed the hearing at 8:21:15 p.m. as there were no comments.

Council Members had a question and answer discussion on the annexation.

Public Comments:

Adam Brault, Crown Group, thanked the Council and staff for all of their work and support on the development plan for 650 George Washington Way.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

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

Ordinances - First Reading:

2. Ordinance No. 12-15, Increasing 2015 Budget Appropriations to Include the 2014 Budget Carryovers
 - Cathleen Koch, Administrative Services Director
3. 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:
4. 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
5. Ordinance No. 13-15, Amending the 2015 Budget to Increase Appropriations to the Industrial Development Fund
 - Bill King, Deputy City Manager

Resolutions – Adoption:

6. 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
7. 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

8. 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
9. 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
10. Resolution No. 53-15, Awarding First Quarter 2015 Commercial Improvement Program/Facade Improvement Program Grants
 - Bill King, Deputy City Manager
11. Resolution No. 54-15, Accepting a Request for the Annexation of 26 Acres (Whitfield)
 - Rick Simon, Development Services Manager
12. Resolution No. 55-15, Interlocal Agreement with Port of Benton for 2015 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
13. 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:

14. 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

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 7-0.

Reports and Comments:

1. City Manager Johnson reminded citizens of the Queensgate Corridor Survey on the City's website and encourage them to participate. She said the survey will be open for two more weeks.
2. Council Members:

Council Member Anderson complimented the Parks and Recreation Commission and the Parks and Public Facilities Department on their excellent work and accomplishments. He

said he attended the Legislation Town Hall meeting at City Hall on March 14, 2015, and noted the public hearing for the Transportation Package is March 26, 2015, in Olympia. He encouraged citizens to attend the hearing and voice their support, as it will positively affect our area.

Council Member Kent congratulated the Crown Group and wished them good luck on their development. She said the Library survey has been mailed to citizens and encouraged people to participate.

Council Member Jones complimented the Parks and Recreation Commission and the Parks and Public Facilities Department on their excellent work and accomplishments.

Council Member Christenson attended the opening of the Hop Jacks Restaurant on March 7, 2015, and he recommends it to the community. He also attended the Queensgate Traffic Study at City Shops and said it was well attended by the public and staff.

Council Member Thompson said he was glad to see more restaurants opening in Richland.

Mayor Pro Tem Lemley urged citizens to contact the State Senator and two House of Representative members and give their support for the Transportation Package. He said he attended PNNL's 50-year anniversary celebration.

Ms. Johnson noted the City offices will be closed until 10:00 a.m. on March 19, 2015, for the annual employee breakfast.

Adjournment:

Mayor Rose adjourned the meeting at 8:35 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



MINUTES
CITY COUNCIL WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, March 24, 2015

Special City Council Meeting: 6:00 p.m.

Call to Order:

Mayor Rose called the Special City Council meeting to order at 6:00 p.m. in the Council Chamber.

Attendance:

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Kent and Thompson were present.

Also present were City Manager Johnson, Deputy City Manager King, Assistant City Manager Amundson, City Attorney Kintzley, Fire and Emergency Services Director Huntington Parks and Public Facilities Director Schiessl, Administrative Services Director Koch, Redevelopment Project Supervisor Moore and City Clerk Hopkins.

1. Ordinance No. 16-15, Approving the Refunding of Richland Public Facilities District (PFD) Bonds and Authorizing the Execution of a Contingent Loan Agreement and Restated Interlocal Agreement with the Richland PFD
 - Bill King, Deputy City Manager

Mr. King gave the following report: In July of 2002, the Richland Public Facilities District was created to develop a tourist-related facility of at least ten million dollars of value within the City limits. Under Washington law, the District imposed a 0.033% sales and use tax which is deducted from funds that would otherwise go to the State. The District created this funding source to pay debt service on a bond to help fund the project. In order to maximize the amount of money that could be borrowed, the City agreed through an Interlocal Agreement to pledge \$125,000 per year from lodging tax to help service the debt. In order to secure the most favorable interest rate, the City also entered into a Contingent Loan Agreement committing to loan the PFD money, if necessary, to service the bond debt. With consent and participation from the City, the District sold \$7 million in bonds. After a few unfortunate setbacks, the Reach Interpretive Center is now open to the public on a site sub-lease from the City in Columbia Park.

Both the City and District now agree that refinancing the bonds at today's attractive rates would be beneficial. In preparation for the issuance of Refunding Bonds, it is appropriate to refresh both the Interlocal Agreement and the Contingent Loan Agreement. The amendments to the Interlocal Agreement renew the City's commitment to

provide \$120,000 per year for the duration of the bonds but more clearly limits how this funding can be used. The proposed new Contingent Loan Agreement will clarify the understanding between the City and District about the circumstances that may necessitate a loan and how such a loan would be repaid.

COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO GIVE FIRST READING, BY TITLE ONLY, TO ORDINANCE NO. 16-15. THE MOTION CARRIED 5-0.

City Council Workshop – 6:15 p.m.

Agenda Items:

1. Swift Corridor Redevelopment Update (20 minutes)
 - Redevelopment Project Supervisor Moore

Mr. Moore gave the following report: The purpose of this workshop item is to update Council on the status of the Swift Corridor Redevelopment. This includes our ongoing discussions with Columbia Basin College (CBC) and the Federal Government over the utilization of the area defined by Swift Boulevard on the north, Jadwin on the east, Mansfield to the south and Northgate on the west. Within this key area, CBC plans to expand their education campus and the City is considering a new City Hall and potentially a new site for Fire Station 71. For this to work, we will need to coordinate development plans and parking, plus acquire additional Federal land.

Staff has had useful dialog with CBC and the Feds on how to bring this collective vision to life. CBC is moving forward quickly to expand their medical training campus in the downtown and this investment is an opportunity for the City to partner and coordinate efforts. Under consideration is an Interlocal Agreement with CBC to clarify land acquisition, development plans and parking within this section of the Swift Corridor.

Key next steps include:

- ◆ acquire a site for City Hall
- ◆ coordinate district wide parking
- ◆ coordinate the transfer of more property from the federal government
- ◆ improve pedestrian and bicycle safety and access in this area

2. Waterfront 2040: Request for Qualifications for a Waterfront Redevelopment Plan (15 minutes)
 - Redevelopment Project Supervisor Moore

Mr. Moore gave the following report: The purpose of this workshop is to update Council on the proposed approach to the Waterfront District planning. Funds have been budgeted in the 2015 budget to hire a consulting team to help the City refine our vision for the District and devise a workable implementation strategy to achieve our goals. Staff suggests calling the study "Waterfront 2040" since it will consider a 25 year planning

horizon. The discussion from this workshop will be used as a basis to draft a formal Request for Qualifications.

3. 2015 City Manager Goals (30 minutes)
- Cindy Johnson, City Manager

Ms. Johnson said each year, Council determines performance incentive goals for the City Manager. These goals are measured and evaluated on their own merits and are separate from core management competencies. Ms. Johnson reviewed her 2015 suggested goals for Council’s review and noted the goals contain Key/Goal identifiers in relation to the Strategic Leadership Plan.

Mayor Rose said he and Council Members Anderson and Jones comprise the 2015 subcommittee that will review the proposed City Manager 2015 goals by the end of April. He said if Council Members have any suggestions to please submit them to the City Manager or the subcommittee.

Other Business:

Adjournment:

Mayor Rose adjourned the workshop at 6:45 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 6 - Community Amenities

Subject:

Ordinance No. 15-15, Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds to Columbia Basin BMX

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

15-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 15-15, authorizing the allocation of \$4,684.42 of Undesignated Park Reserve Funds to Columbia Basin BMX for partial reimbursement of building permit fees.

Summary:

In 2013, Columbia Basin BMX (CBBMX) was awarded \$200,000 of Lodging Tax funds to construct a restroom/concession building for the BMX facility at the Horn Rapids Athletic Complex.

CBBMX has completed the construction of the restroom at a final total cost of \$205,551.03 which included \$6,015.55 of building permit fees. As is typical of volunteer projects, staff recommends that the City assist the project by partially reimbursing the building permit fee in the amount of \$4,684.42. Staff audited the project and is satisfied that the Lodging Tax funds were effectively administered.

At the February 12, 2015 meeting, the Parks and Recreation Commission voted unanimously to recommend reimbursement of \$4,684.42 to Columbia Basin BMX to partially offset the associated building permit fees.

This proposed ordinance increases appropriations in the Park Reserve Fund to utilize undesignated park reserve monies to fund this contribution. A public hearing was held April 7, 2015, as required by state law when an increase in appropriations is funded through existing reserves.

Fiscal Impact:

There is approximately \$110,000 in the Undesignated Park Reserve Fund.

Attachments:

I. ORD NO. 15-15 Budget Amendment Ordinance CBBMX

ORDINANCE NO. 15-15

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 Park Reserve Fund.

WHEREAS, Columbia Basin BMX (CBBMX) received \$200,000 of Hotel/Motel funds from the City for construction of a restroom and concession building at the Horn Rapids Athletic Complex; and

WHEREAS, the public will benefit from the construction of the restroom/concession building; and

WHEREAS, the project incurred \$6,015.55 in building permit fees; and

WHEREAS, undesignated funds are available in the Park Reserve Fund's unappropriated fund balance that could be used to support the project by reimbursing CBBMX for a portion of the building permit fees; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 7, 2015, regarding the increase in appropriations from beginning fund balance in the Park Reserve Fund.

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

Section 1. Facts Constituting Emergency. The expenditure contained within this ordinance was 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 City's Park Reserve Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to provide for additional appropriations from beginning fund balance in the Park Reserve Fund as follows:

<u>Park Reserve Fund</u>	
Current Appropriation:	\$276,975
Increase in Appropriation:	<u>\$ 4,685</u>
Amended Appropriation:	\$281,660

Section 4. Staff is authorized to allocate Undesignated Park Reserve Funds in the amount of \$4,684.42 to Columbia Basin BMX for partial reimbursement of the City's building permit fees

Section 5. 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:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 17-15, Authorizing Eminent Domain for the Center Parkway Project Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
17-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 17-15, authorizing the use of eminent domain for the Center Parkway project right-of-way.

Summary:

In September 2001, the Cities of Richland and Kennewick entered into an interlocal agreement to complete the Center Parkway extension between Gage Boulevard in Kennewick and Tapteal Drive in Richland. The project is included in each Cities' Comprehensive Plan and the Regional Transportation Plan. It is needed to support vehicular circulation in the busy Columbia Center retail / commercial area. Supplement No. 2 to the interlocal agreement assigns the lead role for completing Center Parkway to the City of Richland.

Acquisition of private property for the new street segment will be required. State and federal law require fair treatment and just compensation for property owners whose property is needed for a new street segment. Washington State law empowers City governments with the power of eminent domain as a tool to accomplish property acquisitions in pursuit of projects meeting a public need. Eminent domain provides a method of acquiring private property and establishing just compensation when voluntary negotiations and administrative procedures fail to achieve the needed acquisition.

City staff has initiated negotiations with affected property owners, following the established procedures that ensure conformance with state and federal law. Staff has also provided required notice of the Council's consideration of the proposed ordinance.

The proposed ordinance includes a finding by the City Council that the Center Parkway Extension is a necessary public use. The ordinance provides authority for the City Manager to implement various activities to complete the property acquisitions after further consultation with the City Council. A similar ordinance has been prepared for Kennewick City Council consideration in the coming weeks. The Kennewick ordinance will delegate implementation of any eminent domain proceeding to Richland, as contemplated in the interlocal agreement. Staff recommends approval of the ordinance.

Fiscal Impact:
Yes

Exercising the eminent domain procedures will require legal representation that carry significant costs. An estimate of these costs is included in the Center Parkway project budget as approved in the 2015 - 2030 Capital Improvement Plan. No additional budget authority is needed at this time to proceed with property acquisitions and eminent domain procedures.

Attachments:

I. Ord 17-15 Eminent Domain for Center Parkway

ORDINANCE NO. 17-15

AN ORDINANCE of the City of Richland, Washington, authorizing the City Manager to acquire certain real property interests by negotiated voluntary purchase under threat of condemnation, by condemnation, or by settling condemnation litigation or entering administrative settlements for the purpose of extending Center Parkway from Tapteal Drive in Richland to Gage Boulevard in Kennewick; providing for severability; and establishing an effective date.

WHEREAS, in order to improve mobility, meet the current and planned travel demands of the Cities of Richland and Kennewick, and satisfy the current and future requirements and goals of the City of Richland Comprehensive Plan, it will be necessary for the City to construct a new street segment called Center Parkway; and

WHEREAS, the planned Center Parkway crosses the municipal boundary joining the City of Richland with the City of Kennewick; and

WHEREAS, the Cities of Richland and Kennewick have entered in an interlocal agreement, dated September 18, 2001, documenting the Cities' partnership to complete Center Parkway; and

WHEREAS, the interlocal agreement, specifically Supplement No. 2 to the interlocal agreement, assigns the lead role for completing the Center Parkway project to the City of Richland; and

WHEREAS, in its lead role, the City of Richland has planned and budgeted to complete Center Parkway from Tapteal Drive in Richland to Gage Boulevard in Kennewick; and

WHEREAS, in order to complete the Center Parkway Project, it has been determined that the City of Richland and the City of Kennewick must acquire the property and property rights described in Exhibit 1, falling within their respective jurisdictions, for the public uses of public travel and public parking; and

WHEREAS, Chapter 8.12 RCW authorizes the Cities to exercise the power of eminent domain for the purpose of condemning property for certain public needs; and

WHEREAS, the City of Richland has commissioned appraisals to determine the fair market value of the properties identified herein and will continue to negotiate in good faith with the owners of the properties authorized to be acquired with the intent of reaching agreements for the voluntary acquisition of the property for fair market value; and

WHEREAS, in the event voluntary negotiated agreements are not reached, eminent domain proceedings will be required to complete the required acquisitions; and

WHEREAS, the funds necessary to acquire the property by voluntary purchase or to pay just compensation adjudged due after condemnation shall be paid from City of Richland funds.

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

Section 1. Public Use and Necessity Declared: The City of Richland City Council finds construction of the Center Parkway Project to be a public use, specifically the construction of public streets and public parking. Further, the City Council finds construction of the Center Parkway Project to be necessary and in the best interests of the citizens and motorists within the City of Richland.

Section 2. Agency Acknowledged: Pursuant to interlocal agreement and ordinance, the City of Kennewick has delegated to the City of Richland the authority to initiate and prosecute any action necessary, including condemnation, to acquire the property and property rights described in attached Exhibit 1 that are located within the City of Kennewick. The City of Richland accepts this delegation of authority.

Section 3. City Manager Authorized: The City Manager is hereby authorized to negotiate and prepare such agreements as are customary and necessary for the acquisition of the real property interests described in Exhibit 1, said property to be used for the public use of construction of the Center Parkway Project. Execution of such final agreements by the City Manager shall occur only after approval by the Richland City Council at an open public meeting.

Section 4. Settlement: The City Manager is further authorized to settle condemnation litigation or enter administrative settlements (a settlement in lieu of initiating condemnation litigation) for the acquisition of the real property interests described in Exhibit 1. Such settlements shall be made only upon the recommendation of legal counsel, for amounts deemed to be a reasonable estimation of fair market value, and shall be subject to final approval by the Richland City Council at an open public meeting.

Section 5. Condemnation Proceedings Authorized: In addition to the authority granted to the City Manager in Sections 3 and 4 above, the City Manager may further authorize the City Attorney to commence any such condemnation proceedings as may be useful or necessary to acquire the properties and property rights described in the attached Exhibit 1, to include prosecuting condemnation actions as the Agent of the City of Kennewick as directed in City of Kennewick Ordinance No. 5592.

Section 6. Property Descriptions: The City Manager is additionally authorized to make minor amendments to the legal descriptions of properties described in the

attached Exhibit 1 as may be necessary to correct scrivener's errors or to conform any legal description to the precise boundaries of the property actually acquired for construction of the Center Parkway Project.

Section 7. Funds: The funds necessary to acquire the property by purchase or to pay just compensation adjudged due after condemnation shall be paid from the City of Richland's Capital Improvement Plan funds.

Section 8. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 9. Effective Date: 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:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____, 2015.

EXHIBIT 1

Property Descriptions

All of PID# 1-3099-300-0001-007

That portion of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East of the Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of Parcel 1 of Record of Survey No. 2966, as recorded in Volume 1 of Surveys on Page No. 2966, records of said County and State; Said corner is lying on the Southerly right-of-way of Tapteal Drive as shown on said Survey; Thence North $69^{\circ}56'55''$ West a distance of 230.22 feet along the Northerly line of said Parcel and said Southerly right-of-way, to the Northwest corner of said Parcel 1, and the **TRUE POINT of BEGINNING**, and the beginning of a 30.00 foot radius tangent curve to the left; Thence Southwesterly a distance of 48.19 feet along the arc of said curve through a central angle of $92^{\circ}01'52''$ along the Westerly line of said Parcel 1, to the beginning of a 700.00 foot radius tangent compound curve to the left; Thence Southwesterly a distance of 227.91 feet along the arc of said curve through a central angle of $18^{\circ}39'16''$, along the Westerly line of said Parcel 1, to its point of tangency. (Said point of tangency is lying North $00^{\circ}38'03''$ West from the Northwest corner of Parcel 2 of said Record of Survey No. 2966); Thence South $00^{\circ}38'03''$ East a distance of 335.03 feet along the Westerly line of said Parcel 2, to a point on the Northerly right-of-way of the Port of Benton / Tri-City Railroad, (formerly A.E.C. Hanford Works Railroad), and the beginning of a 2242.01 foot radius non-tangent curve having a radial bearing of North $23^{\circ}31'03''$ East; Thence Northwesterly along said right-of-way a distance of 92.36 feet along the arc of said curve through a central angle of $02^{\circ}21'37''$ to the Southeast corner of Record of Survey No. 3241 as recorded in Volume 1 of Surveys on Page No. 3241, records of said County and State; Thence North $01^{\circ}50'14''$ East a distance of 299.50 feet, leaving said Northerly right-of-way, to the Northeast corner of said Record of Survey No. 3241, said corner is also the East/ Southeasterly corner of Record of Survey No. 3245, records of said County and State; Thence continuing North $01^{\circ}50'14''$ East a distance of 29.53 feet along the Easterly line of said Record of Survey No. 3245, leaving the Northeast corner of said Record of Survey No. 3241, to the beginning of a 770.00 foot radius tangent curve to the right: Thence Northeasterly a distance of 221.92 feet along the arc of said curve and said Easterly line of said Record of Survey No. 3245, through a central angle of $16^{\circ}30'48''$ to the beginning of a 30.00 foot radius tangent reverse curve to the left; Thence Northwesterly a distance of 46.23 feet along the arc of said curve and said Easterly line of said Record of Survey No. 3245 to its Northeast corner, through a central angle of $88^{\circ}17'57''$, to a point on said Southerly right-of-way of Tapteal Drive: Thence South $69^{\circ}56'55''$ East a distance of 130.07 feet leaving said Record of Survey No. 3245, back to the true point of beginning.

Containing 43,870 square feet, more or less, according to the bearings and distances listed above.

All of PID # 1-3099-400-0010-000

That Portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29, lying south of the Union Pacific Railroad right of way, defined as follows: Beginning at the Southwest corner of said subdivision; Thence South $89^{\circ}23'43''$ East along the South line thereof 686.76 Feet to a point in the West line of the East 615.9 Feet of the said subdivision; Thence North $00^{\circ}15'13''$ West along said West line 350 feet to the TRUE POINT OF BEGINNING; Thence continuing North $00^{\circ}15'13''$ West, 170.18 feet to a point which is 200 feet South of the South right of way line of the Union Pacific Railroad; Thence South $89^{\circ}22'17''$ West: Parallel with said right of way line, 80 feet: Thence South $00^{\circ}15'13''$ East, 168.46 Feet to a point which is 350 feet from the South line of said subdivision: Thence South $89^{\circ}23'43''$ East parallel with said South line 80 feet to the True Point of Beginning. Containing 13,543.7 square feet, more or less, according to the bearings and distances listed above.

Portion of PID # 1-3099-401-0192-001

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying Southerly of the Union Pacific Railroad, described as follows:

A portion of Lot 1 of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State, more particularly described as follows:

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, and the TRUE POINT of BEGINNING; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Southeasterly a distance of 48.23 feet,

along the arc of said curve through a central angle of 03°38'09", leaving said Northerly line to a point of reverse curve, to the beginning of a 490.00 foot radius tangent curve to the right; Thence Southeasterly a distance of 11.75 feet along the arc of said curve, through a central angle of 01°22'28", back to the true point of beginning. Containing 497.3 square feet, more or less, according to the bearings and distances listed above.

Together with a temporary construction easement lying within said parcel described as follows:

A portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying Southerly of the Union Pacific Railroad, described as follows:

Lot 1 of Short Plat No.192 as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State, more particularly described as follows:

Beginning at South ¼ corner of said Section 30; Thence South 89°48'03" East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North 00°41'35" West a distance of 350.02 feet along said West line; Thence North 89°48'03" West a distance of 0.86 feet, leaving said West line; Thence continuing North 89°48'03" West a distance of 90.21 feet along the Southerly line of said Lot, to the beginning of a 460.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South 85°56'01" West; and the TRUE POINT of BEGINNING; Thence Northwesterly a distance of 114.93 feet along the arc of said curve, through a central angle of 14°18'53", leaving said Southerly line of said Lot 1, to the beginning of a 790.00 foot radius tangent reverse curve, concave to the Northeast, having a radial bearing of North 71°37'09" East; Thence Northwesterly a distance of 57.44 feet along the arc of said curve, through a central angle of 04°09'58", to a point on a Northerly line of said Lot 1; Thence North 88°58'02" East leaving said curve to the beginning of a 760.00 foot radius non-tangent curve, concave to the Northeast, having a common with the aforementioned 790.00 foot radius curve; Thence Southeasterly a distance of 48.23 feet along the arc of said curve, through a central angle of 03°38'09", leaving said Northerly line of said Lot 1, to the beginning of a 490.00 foot radius tangent reverse curve, concave to the Southwest, having a radial bearing of South 71°37'09" West; Thence Southeasterly a distance of 11.75 feet along the arc of said curve, through a central angle of 01°22'28", to a point on the Westerly line of a Parcel described by Parcel Identifications number (P.I.D.) 1-3099-400-0010-000, records of said County and State; Thence South 00°41'35" East leaving said curve, along said Westerly line, to a point on said Southerly line of said Lot 1; Thence North 89°48'03" West a distance of 11.07 feet along said Southerly line, back to the true point of beginning. Containing 3,882.37 square

feet, more or less, according to the bearings and distances listed above.

Portion PID# 1-3099-400-0009-000

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying Southerly of the Union Pacific Railroad, described as follows:

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1, and the TRUE POINT of BEGINNING; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of $15^{\circ}12'31''$ to a point on the Southerly line of the Union Pacific Railroad right-of-way; Thence North $88^{\circ}58'44''$ East a distance of 60.02 feet along said Southerly line to the beginning of a 700.00 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of South $89^{\circ}24'34''$ East; Thence Southeasterly a distance of 202.04 feet along the arc of said curve, through a central angle of $16^{\circ}32'14''$, to a point on the Southerly line of said P.U.D. Substation Parcel; Thence South $88^{\circ}58'02''$ West a distance of 45.30 feet, leaving said curve, back to the true point of beginning. Containing 12,112.8 square feet, more or less, according to the bearings and distances listed above.

Portion of PID# 1-3099-304-0009-000

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying Northerly of the Union Pacific Railroad, and Southerly of the Port of Benton and Tri-City Railroad Company LLC, right-of-way described as follows:

A portion of Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and

State, more particularly described as follows:

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of $15^{\circ}12'31''$ to a point on the Southerly line of the Union Pacific Railroad right-of-way; Thence South $88^{\circ}58'44''$ West a distance of 10.00 feet along said Southerly line, and the beginning of a 770.00 foot radius non-tangent curve, concave to the Southeast, having a radial bearing of South $89^{\circ}33'21''$ East; Thence Northerly a distance of 18.72 feet along the arc of said curve, through a central angle of $01^{\circ}23'35''$, leaving said Southerly line, to its point of tangency; Thence North $01^{\circ}50'14''$ East a distance of 81.28 feet, leaving said curve, to a point on the Northerly line of said Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B" of the Plat Alteration of Columbia Center Estates No. 2; Thence North $88^{\circ}56'20''$ East a distance of 10.01 feet, along said Northerly right-of-way and said Southerly line, to the TRUE POINT of BEGINNING; Thence North $01^{\circ}50'14''$ East a distance of 139.26 feet, to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North $24^{\circ}10'23''$ East; Thence Southeasterly a distance of 64.51 feet along the arc of said curve, through a central angle of $01^{\circ}34'41''$, along said Northerly and Southerly lines; Thence South $01^{\circ}50'14''$ West a distance of 112.53 feet, leaving said lines, to a point on said Northerly line of the Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B"; Thence South $88^{\circ}56'20''$ West a distance of 60.08 feet along said right-of-way, back to the true point of beginning. Containing 7,544.3 square feet, more or less, according to the bearings and distances listed above.

Together with a temporary construction easement lying within said parcel described as follows:

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying Northerly of the Union Pacific Railroad, and Southerly of the Port of Benton and Tri-City Railroad Company LLC, right-of-way described as follows:

A portion of Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and State, more particularly described as follows:

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of $15^{\circ}12'31''$ to a point on the Southerly line of the Union Pacific Railroad right-of-way; Thence South $88^{\circ}58'44''$ West a distance of 10.00 feet along said Southerly line, and the beginning of a 770.00 foot radius non-tangent curve, concave to the Southeast, having a radial bearing of South $89^{\circ}33'21''$ East; Thence Northerly a distance of 18.72 feet along the arc of said curve, through a central angle of $01^{\circ}23'35''$, leaving said Southerly line, to its point of tangency; Thence North $01^{\circ}50'14''$ East a distance of 81.28 feet, leaving said curve, to a point on the Northerly line of said Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B" of the Plat Alteration of Columbia Center Estates No. 2; Thence North $88^{\circ}56'20''$ East a distance of 10.01 feet, along said Northerly right-of-way and said Southerly line, to the TRUE POINT of BEGINNING; Thence North $01^{\circ}50'14''$ East a distance of 139.26 feet, to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), and the beginning of a 2342.34 foot radius non-

tangent curve, concave to the Northeast, having a radial bearing of North 24°10'23" East; Thence Northwesterly a distance of 6.49 feet along the arc of said curve, through a central angle of 00°09'32", along said Northerly and Southerly lines; Thence South 01°50'14" West a distance of 142.04 feet, leaving said lines, to a point on said Northerly line of the Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B"; Thence North 88°56'20" East a distance of 6.01 feet along said right-of-way, back to the true point of beginning.

Together With: Beginning at the aforementioned true point of beginning; Thence North 88°56'20" East a distance of 60.08 feet along said Northerly line of the Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B", to the TRUE POINT of BEGINNING; Thence North 01°50'14" East a distance of 112.53 feet to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North 22°35'42" East; Thence Southeasterly a distance of 29.87 feet along the arc of said curve, through a central angle of 00°43'34", along said Northerly and Southerly lines; Thence South 01°50'14" West a distance of 100.71 feet, leaving said lines, to a point on said Northerly line of the Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B"; Thence North 88°56'20" East a distance of 28.04 feet along said right-of-way, back to the true point of beginning. Containing 3,828.3 square feet, more or less, according to the bearings and distances listed above.

**A portion of Port of Benton and Tri-City Railroad right-of-way – No PID# assigned
Street Crossing & Utility Easement**

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying within, Port of Benton and Tri-City Railroad right-of-way, described as follows:

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South 89°48'03" East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North 00°41'35" West a distance of 350.02 feet along said West line; Thence North 89°48'03" West a distance of 0.86 feet, leaving said West line; Thence continuing North 89°48'03" West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South 86°11'43" West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of 13°12'06" to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page

No. 192, records of said County and State; Thence North 00°41'35" West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South 88°58'02" West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North 75°15'18" East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of 15°12'31" to a point on the Southerly line of the Union Pacific Railroad right-of-way; Thence South 88°58'44" West a distance of 10.00 feet along said Southerly line, and the beginning of a 770.00 foot radius non-tangent curve, concave to the Southeast, having a radial bearing of South 89°33'21" East; Thence Northerly a distance of 18.72 feet along the arc of said curve, through a central angle of 01°23'35", leaving said Southerly line, to its point of tangency; Thence North 01°50'14" East a distance of 81.28 feet, leaving said curve, to a point on the Northerly line of said Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and State; Thence North 88°56'20" East a distance of 10.01 feet, along said Northerly right-of-way and said Southerly line; Thence North 01°50'14" East a distance of 139.26 feet, to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), to the TRUE POINT of BEGINNING; said point being at (Station 16+39.17 at 30.00' Left as shown on Center Parkway Right-of-way Plans) and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North 24°10'23" East; Thence Northwesterly a distance of 21.66 feet along the arc of said curve through a central angle of 00°31'48"; Thence North 01°50'14" East a distance of 104.28 feet, leaving said Northerly and Southerly lines, and said curve, to a point on the Northerly line of said Port of Benton and Tri-City Railroad Company LLC, right-of-way, and the beginning of a 2242.01 foot radius non-tangent curve, concave to the Northeast, and having a radial bearing of North 26°17'06" East; Thence Southeasterly a distance of 108.69 feet, along the arc of said curve, through a central angle of 02°46'40", along said Northerly right-of-way; to a point on the proposed Easterly proposed right-of-way of Center Parkway; Thence continuing along said curve and Northerly line of said Port of Benton and Tri-City Railroad Company LLC, right-of-way Southeasterly a distance of 0.40 feet, along the arc of said curve, through a central angle of 00°00'37", along said Northerly right-of-way; Thence South 01°50'14" West a distance of 101.21 feet leaving said Northerly right-of-way to a point on said Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, said point is also lying on a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North 22°04'22" East; Thence Northwesterly a distance of 85.86 feet along the arc of said curve through a central angle of 02°06'01" back to the true point of beginning.

Containing 10,270.8 square feet, more or less, according to the bearings and distances listed above.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 18-15, Establishing the Preliminary Assessment Roll for the Reata Road Area Utility Local Improvement District (LID) No. 197

Department:

Public Works

Ordinance/Resolution Number:

18-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 18-15, establishing the preliminary assessment roll for the Reata Road Area Utility LID No. 197.

Summary:

Staff received petitions requesting formation of a local improvement district to construct water and sewer pipelines to the Reata Road area west of Leslie Road between Reata Road to the north and I-82 to the south. Signed petitions represent 57.4% of property based on acreage.

In accordance with state law, a public hearing was held before Council on March 17, 2015. No testimony was received from property owners in the proposed Reata Road Area Utility Local Improvement District boundary.

The project cost have been estimated, reviewed and approved by the City Engineer. The City Engineer prepared the preliminary assessments by distributing the costs by benefitting acreage.

Approval of the proposed ordinance will establish the Local Improvement District and enable the project to proceed as requested by the petitioning property owners.

Fiscal Impact:

Yes

The total LID construction, engineering, interest and closing costs are estimated to be \$831,981.83. The City will finance the initial construction with a line of credit if Council approves this ordinance. A separate item on tonight's agenda, Ordinance No. 22-15, will, if approved, authorize the budget increase necessary to implement the LID.

Attachments:

I. Ord No. 18-15 - Reate LID First Reading

ORDINANCE NO. 18-15

AN ORDINANCE of the City of Richland, Washington, ordering the adoption of the preliminary assessment roll to construct improvements in accordance with Resolution No. 02-15 of the City Council; establishing Local Improvement District No. 197 and ordering the carrying out of the proposed improvement; providing that payment for the improvement be made by special assessments upon the property in the District, payable by the mode of "payment by bonds or interfund loans"; and providing for the issuance and sale of local improvement district warrants redeemable in cash or other short-term financing and local improvement district bonds, or interfund loans.

WHEREAS, by Resolution No. 02-15 adopted February 17, 2015, the City Council set a public hearing pursuant to property owner petitions pertaining to desired utility improvements in the Reata Road area between Reata Road to the north and Interstate 82 to the south, and fixed March 17, 2015 at 7:30 p.m., local time, in the Council Chambers of the City Hall as the time and place for hearing all matters relating to the proposed improvement and all objections thereto and for determining the method of payment for the improvement; and

WHEREAS, the City Engineer caused an estimate to be made of the cost and expense of the proposed improvement and certified that estimate to the City Council, together with all papers and information in his possession touching the proposed improvement, a description of the boundaries of the proposed local improvement district and a statement of what portion of the cost and expense of the improvement should be borne by the property within the proposed district; and

WHEREAS, that estimate is accompanied by a diagram of the proposed improvement showing thereon the lots, tracts, parcels of land, and other property which will be specially benefited by the proposed improvement and the estimated cost and expense thereof to be borne by each lot, tract and parcel of land or other property; and

WHEREAS, due notice of the above hearing was given in the manner provided by law, and the hearing was held by the City Council on the date and at the time above mentioned, and no objections to the proposed improvement were expressed to or considered by the City Council, and no persons appeared at such hearing wishing to be heard; and

WHEREAS, the City Council has determined it to be in the best interests of the City that the improvement as hereinafter described be carried out and that a local improvement district be created in connection therewith.

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

Section 1. The City Council of the City of Richland, Washington (the "City"), orders the adoption of the preliminary assessment roll, hereto attached as Exhibit A, for the construction of utility improvements that include sewer and water pipelines.

All of the foregoing shall be in accordance with the plans and specifications therefor prepared by the City Engineer, and may be modified by the City Council as long as such modification does not affect the purpose of the improvement.

Section 2. There is created and established a local improvement district to be called Reata Road Area Utility Local Improvement District No. 197 of the City of Richland, Washington (the "District"), the boundaries or territorial extent of the District being more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

Section 3. The total estimated cost and expense of the improvement is declared to be \$831,981.83. Approximately \$831,982 of the cost and expense shall be borne by and assessed against the property specially benefited by such improvement included in the District which embraces as nearly as practicable all property specially benefited by such improvement.

Section 4. In accordance with the provisions of RCW 35.44.047, the City may use any method or combination of methods to compute assessments which may be deemed to more fairly reflect the special benefits to the properties being assessed than the statutory method of assessing the properties.

Section 5. Local improvement district warrants, commercial bank loans, or short term interfund loans may be issued in payment of the cost and expense of the improvement herein ordered to be assessed, such warrants or loans to be paid out of the Special Assessment Construction Fund, and, until the bonds or loans referred to in this section are issued and delivered to the purchaser thereof, to bear interest from the date thereof at a rate to be established hereafter by the City of Richland, as issuing officer, and to be redeemed in cash, local improvement district bonds or interfund loans, herein authorized to be issued, such interest-bearing warrants to be hereafter referred to as "revenue warrants." In the alternative, the City hereafter may provide by ordinance for the issuance of other short-term obligations pursuant to Chapter 39.50 RCW.

If the City shall authorize expenditures to be made for such improvement (other than for any cost or expense expected to be borne by the City) prior to the date that any short-term obligations or local improvement district bonds are issued to finance the improvement, from proceeds of interfund loans or other funds that are not, and are not reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside to pay the cost of the improvement herein ordered to be assessed against the property specially benefited thereby, the City declares its official intent that those expenditures, to the extent not reimbursed with prepaid special benefit assessments, are to be reimbursed from proceeds of interfund loans, local improvement district

bonds or bank lines of credit that are expected to be issued for the improvement in a principal amount not to exceed \$850,000.

The City is authorized to issue local improvement district bonds or interfund loans for the District which shall bear interest at a rate and be payable on or before a date to be hereafter fixed by ordinance. The bonds or loans shall be issued in exchange for and/or in redemption of any and all revenue warrants or interfund loans issued hereunder or other short-term obligations hereafter authorized and not redeemed in cash within 20 days after the expiration of the 30-day period for the cash payment without interest of assessments on the assessment roll for the District. The bonds or loans shall be paid and redeemed by the collection of special assessments to be levied and assessed against the property within the District, payable in annual installments, with interest at a rate to be hereafter fixed by ordinance under the mode of "payment by bonds or interfund loan," as defined by law and the ordinances of the City. The exact form, amount, date, interest rate and denominations of such bonds hereafter shall be fixed by ordinance of the City Council. Such bonds shall be sold in such manner as the City Council hereafter shall determine.

Section 6. In all cases where the work necessary to be done in connection with the making of such improvement is carried out pursuant to contract upon competitive bids and the City shall have and reserves the right to reject any and all bids, the call for bids shall include a statement that payment for such work will be made in cash warrants drawn upon the Special Assessment Construction Fund.

Section 7. The Special Assessment Construction Fund is created and established in the office of the Finance Director. The proceeds from the sale of revenue warrants, interfund loans or other short-term obligations drawn against the fund which may be issued and sold by the City and the collections of special assessments, interest and penalties thereon shall be deposited in the Special Assessment Construction Fund. Cash warrants to the contractor or contractors in payment for the work to be done by them in connection with the improvement and cash warrants in payment for all other items of expense in connection with the improvement shall be issued against the Special Assessment Construction Fund.

Section 8. Within 15 days of the passage of this ordinance there shall be filed with the City Clerk the title of the improvement and District number, a copy of the diagram or print showing the boundaries of the District and the preliminary assessment roll or abstract of such roll showing thereon the lots, tracts and parcels of land that will be specially benefited thereby and the estimated cost and expense of such improvement to be borne by each lot, tract or parcel of land. The Finance Director immediately shall post the proposed assessment roll upon his/her index of local improvement assessments against the properties affected by the local improvement.

Section 9. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 21st day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 18-15 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City of Richland held at the regular meeting place thereof on April 21, 2015, as that ordinance appears on the minute book of the City; and the Ordinance will be in full force and effective five days after the publication of its summary in the City's official newspaper; and

2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of April, 2015.

CITY OF RICHLAND, WASHINGTON

MARCIA HOPKINS
City Clerk

REATA ROAD WATER & SEWER LID #197

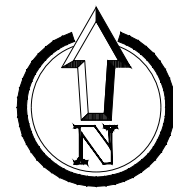
PRELIMINARY ASSESSMENT ROLL - April 2015

Owner / Mailing Address	Parcel ID # / Address	Parcel Size (acres)	Water Cnst	Sewer Cnst	Engineering Costs (15%)	Construction Subtotal	Interest & Closing Costs (5%)	TOTAL
1 Aspen Properties Ltd Partnership 1320 N 16th Ave Ste A Yakima, WA 98902-1390	1-1188-101-2147-004 101 REATA RD Wtr	6.58	\$33,591.28	\$0.00	\$5,038.69	\$38,629.98	\$1,931.50	\$40,561.48
2 Darrell L & Shirley A McLaughlin 29404 S 1005 PR SE Kennewick, WA 99338-1172	1-1188-101-3301-001 135 E REATA RD Wtr - Swr	5.250	26,801.56	37,756.31	9,683.68	\$74,241.55	\$3,712.08	\$77,953.62
3 Darrell L & Shirley A McLaughlin 29404 S 1005 PR SE Kennewick, WA 99338-1172	1-1188-101-3301-002 143 E REATA RD Wtr - Swr	5.000	25,525.29	35,958.39	9,222.55	70,706.24	3,535.31	\$74,241.55
4 Darrell L & Shirley A McLaughlin 29404 S 1005 PR SE Kennewick, WA 99338-1172	1-1188-101-3301-003 151 E REATA RD Wtr - Swr	11.000	56,155.64	79,108.46	20,289.62	155,553.72	7,777.69	\$163,331.40
5 Del Rey Development Co Inc 2748 LaPierre Canyon Dr Kennewick, WA 99338-7307	1-1188-100-0006-000 179 E REATA RD Wtr - Swr	4.300	3,450.92	30,924.22	5,156.27	39,531.41	1,976.57	\$41,507.98
6 LaPierre Enterprises Inc 2748 LaPierre Canyon Dr Kennewick, WA 99338-7307	1-0288-301-2999-001 218 REATA RD Wtr - Swr	4.870	3,908.37	35,023.47	5,839.78	44,771.62	2,238.58	\$47,010.20
7 Steven R & Susan K McDonald Trustees 371 Keene Ct Richland, WA 99352-7695	1-1188-200-0005-004 225 REATA RD Wtr - Swr	20.130	16,155.12	144,768.48	24,138.54	185,062.14	9,253.11	\$194,315.25
8 Thom Fields Ministries 2100 S Beech Street Kennewick, WA 99337-5470	1-1188-201-3177-004 214 REATA RD Wtr - Swr	10.000	8,025.39	71,916.78	11,991.33	91,933.50	4,596.68	\$96,530.18
9 DJG Land LLC 1781 Silver Ct Richland, WA 99352-4903	1-1188-201-3177-002 253 REATA RD Wtr - Swr	5.000	4,012.70	35,958.39	5,995.66	45,966.75	2,298.34	\$48,265.09
10 Russell L & Tina M Gregory Jr 5208 W 10th Avenue Kennewick, WA 99338	1-1188-201-3177-003 265 REATA RD Wtr - Swr	5.000	4,012.70	35,958.39	5,995.66	45,966.75	2,298.34	\$48,265.09
		77.13	\$181,638.97	\$507,372.89	\$103,351.78	\$792,363.65	\$39,618.18	\$831,981.83



CITY OF RICHLAND

REATA ROAD AREA UTILITY LID



DATE: 3-2-2015
 DRAWN BY: LD
 SCALE: NTS
 CAD DWG: o:\civil_projects - civil 3d\exhibit maps\joy m exhibit\from ld\reata rd utl lid



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 19-15, Amending RMC Title 3: Finance, Revising an Existing LID Fund and Creating the Special Assessment Construction Fund

Department:

Administrative Services

Ordinance/Resolution Number:

19-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 19-15, revising an existing Fund and creating the Special Assessment Construction Fund.

Summary:

At any given time, the City often has at least one active Local Improvement District (LID) construction project. Past City practice has been to create, by Ordinance, a new accounting fund in the Revised Municipal Code in order to account for each LID project, and then to delete the fund once it is no longer needed, again by Ordinance. These LID funds are temporary in nature, generally only lasting a year or two.

Staff proposes a more efficient practice in which a single legal fund, called the Special Assessment Construction Fund, is created in the RMC. This fund would remain in existence indefinitely, eliminating the need to formally create and close temporary accounting funds for each LID. Within the accounting system, each LID would still be accounted for separately using managerial subfunds that, for budgeting and reporting purposes, roll up to the one legal fund. Such subfunds are common in governmental accounting and are referred to in the State Auditor's Budgeting, Accounting, and Reporting System Manual as well.

There is currently a fund listed in Chapter 3.24.910 of the Richland Municipal Code titled "Delaware Avenue LID 195 construction fund" which accounted for an LID construction project that is now complete. This ordinance would change the name of the existing fund to the Special Assessment Construction Fund.

Fiscal Impact:

None

Attachments:

I. Proposed Ordinance No. 19-15

ORDINANCE NO. 19-15

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 3: Finance – Chapter 3.24, to revise an existing fund and create the Special Assessment Construction Fund.

WHEREAS, it has been the City's practice when necessary to create, by Ordinance, a new fund in order to account for Local Improvement District projects, and then to subsequently delete such fund once no longer needed, again by Ordinance; and

WHEREAS, there is currently a fund listed in Chapter 3.24.910 of the Richland Municipal Code titled "Delaware Avenue LID 195 construction fund" which accounted for an LID construction project that is now complete; and

WHEREAS, it is necessary to establish a fund to account for the proposed LID in the Reata Road area; and

WHEREAS, local governments may create multiple managerial *subfunds* within the accounting system that, for budgeting and reporting purposes, roll up to one legal fund; and

WHEREAS, it would be more efficient to establish one legal fund for all future LID projects, known as the Special Assessment Construction fund.

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

Section 1. Chapter 3.24.910 of the Richland Municipal Code is hereby amended to read as follows:

Chapter 3.24 FUNDS¹

Sections:

- [3.24.010](#) General fund – Created.
- [3.24.020](#) General fund – Use.
- [3.24.030](#) Central stores fund – Created.
- [3.24.040](#) Central stores fund – Administration.
- [3.24.050](#) Central stores fund – Supplies and materials.
- [3.24.060](#) Central stores fund – Financial control.
- [3.24.070](#) Central stores fund – Purchases.
- [3.24.080](#) Central stores fund – Expenditures.

- [3.24.090](#) Central stores fund – Working capital.
- [3.24.100](#) Central stores fund – Deposits.
- [3.24.110](#) Claims clearing fund – Created.
- [3.24.120](#) Claims clearing fund – Transfers.
- [3.24.130](#) Claims clearing fund – Payments.
- [3.24.140](#) Claims clearing fund – Issuance of warrants.
- [3.24.150](#) Park reserve fund – Created.
- [3.24.160](#) Park reserve fund – Use.
- [3.24.170](#) Park reserve fund accounts.
- [3.24.180](#) *Repealed.*
- [3.24.190](#) Utility bill clearing fund – Created.
- [3.24.200](#) Utility bill clearing fund – Transfers.
- [3.24.210](#) Utility bill clearing fund – Administration.
- [3.24.220](#) Utility bill clearing fund – Transition.
- [3.24.230](#) Utility bill clearing fund – Working capital.
- [3.24.240](#) Electric utility fund – Created.
- [3.24.250](#) Equipment maintenance fund – Created.
- [3.24.260](#) Equipment replacement fund – Created.
- [3.24.270](#) Equipment funds – Administration.
- [3.24.280](#) Equipment replacement fund – Equipment included.
- [3.24.290](#) Equipment replacement fund – Equipment use charges.
- [3.24.300](#) Equipment funds – Financial control.
- [3.24.310](#) Equipment funds – Purchases.
- [3.24.320](#) Equipment funds – Expenditures.
- [3.24.330](#) Equipment funds – Deposits.
- [3.24.340](#) Health care benefits plan fund.
- [3.24.350](#) Post-employment health care plan fund.
- [3.24.360](#) Police relief and pension fund – Created.
- [3.24.370](#) Firemen's pension fund – Created.
- [3.24.380](#) Unemployment fund.
- [3.24.390](#) Workers compensation fund.
- [3.24.400](#) Salary clearing fund – Created.
- [3.24.410](#) Salary clearing fund – Transfers.

- [3.24.420](#) Salary clearing fund – Payments.
- [3.24.430](#) Salary clearing fund – Issuance of warrants.
- [3.24.440](#) City streets fund – Created.
- [3.24.450](#) City streets fund – Use.
- [3.24.460](#) Water utility fund – Created.
- [3.24.470](#) Wastewater utility fund – Created.
- [3.24.480](#) Solid waste utility fund – Created.
- [3.24.490](#) Stormwater utility fund.
- [3.24.500](#) Industrial development fund – Created.
- [3.24.510](#) Industrial development fund – Use.
- [3.24.520](#) *Repealed.*
- [3.24.530](#) Public works administration and engineering fund.
- [3.24.540](#) Community development block grant program fund – Created – Use.
- [3.24.550](#) Downtown business improvement district fund – Created.
- [3.24.560](#) Downtown business improvement district fund – Distributions.
- [3.24.570](#) Downtown business improvement district fund – Administration.
- [3.24.580](#) Capital improvement fund – Created.
- [3.24.590](#) Capital improvement fund – Use.
- [3.24.600](#) Criminal justice fund.
- [3.24.610](#) Southeast communications center fund.
- [3.24.620](#) Hotel/motel fund.
- [3.24.630](#) Special lodging assessment fund.
- [3.24.640](#) HOME fund.
- [3.24.650](#) Golf course fund.
- [3.24.660](#) Medical service fund.
- [3.24.670](#) Emergency management fund.
- [3.24.680](#) *Repealed.*
- [3.24.690](#) LTGO bonds debt service fund.
- [3.24.700](#) Library debt service fund.
- [3.24.710](#) Police station debt service fund.
- [3.24.720](#) Richland Community Center debt service fund.
- [3.24.730](#) RAISE area debt service fund.
- [3.24.740](#) LID guaranty debt service fund.

- [3.24.750](#) Special assessment LID debt service fund.
- [3.24.760](#) PFD facility contingency fund – Created.
- [3.24.770](#) Richland public facilities district fund.
- [3.24.780](#) Park project construction fund.
- [3.24.790](#) Columbia Point master association fund.
- [3.24.800](#) 800 MHz project fund.
- [3.24.810](#) General government construction fund.
- [3.24.820](#) Streets capital construction fund – Created.
- [3.24.830](#) Fire station 74 construction fund – Created.
- [3.24.840](#) Hanford Reach Interpretive Center fund.
- [3.24.890](#) Broadband fund – Created.
- [3.24.900](#) Criminal justice sales tax fund – Created.
- [3.24.910](#) ~~Delaware Avenue LID 195 construction fund.~~ [Special Assessment Construction Fund](#)
- [3.24.920](#) Uptown business improvement district fund – Created.
- [3.24.930](#) Uptown business improvement district fund – Distributions.
- [3.24.940](#) Uptown business improvement district fund – Administration.
- [3.24.950](#) Wine Science Center PDA fund – Created.
- [3.24.960](#) Fire station 74 debt service fund – Created.
- [3.24.970](#) *Repealed.*
- [3.24.980](#) Utility deposit fund – Created.
- [3.24.990](#) Microwave fund – Created.

3.24.910 ~~Delaware Avenue LID 195~~ [Special Assessment](#) construction fund.

There is hereby created a fund, known and designated as the ~~Delaware Avenue LID 195~~ [Special Assessment](#) construction fund, into which shall be deposited various monies received by the city of Richland for ~~the Delaware Avenue LID 195 construction fund~~ [construction projects financed by special assessments, as authorized through the formation of Local Improvement Districts](#), and such other funds for the expenses related to construction of the local improvements and other expenses associated with ~~Delaware Avenue LID 195~~ [such projects. Distinct managerial subfunds may be maintained within the City's accounting system to separately account for each local improvement district. The combined total of these subfunds shall be presented as one legal fund for budgeting and external financial reporting purposes.](#) [Ord. 36-12 § 1; Ord. 37-13 § 1; Ord. 07-14 § 1; Ord. 34-14 § 1; Ord. xx-15 § 1].

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 20-15, Rezoning of 1.1 acres on Columbia Point Drive and Approving a Shoreline Permit for Construction of a Restaurant (Closed Record)

Department:

Community & Development Services

Ordinance/Resolution Number:

20-15

Document Type:

Ordinance

Recommended Motion:

Grant first reading by title only to Ordinance No. 20-15, approving the rezoning of property at 580 Columbia Point Drive and approving a shoreline substantial development permit authorizing the construction of a restaurant.

Summary:

The City has entered into a lease agreement with Cindy Goulet for property at 580 Columbia Point Drive. The lease calls for the construction of a restaurant on the property, which would be located adjacent to Anthony's Home Port on the west and Columbia Point Marina Park on the east. Ms. Goulet applied for both a rezone of 1.1 acres of property to implement Waterfront zoning on the entire property, as called for in the City's Comprehensive Plan, and a shoreline substantial development permit to authorize construction of the proposed restaurant. The applicant took advantage of a provision in City code to combine both applications into a single hearing process,

The Hearing Examiner conducted the single public hearing on the project on March 12th and has recommended approval of both applications. In accordance with state law and City code, no further public comment can be accepted on this application. Rather, Council is limited to consideration of the record created by the examiner. The examiner's written recommendation and the staff report are attached. A draft ordinance No. 20-15 has been prepared that would implement the Hearing Examiner's recommendation.

Fiscal Impact:

There is no direct fiscal impact associated with the proposed zone change. Development of the property in accordance with the shoreline substantial development permit will result in additional revenue to the City through lease payments.

Attachments:

1. Ordinance No. 20-15
2. Hearing Examiner Recommendation
3. Staff Report to Hearing Examiner

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 20-15

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts by amending Title 23: Zoning Regulations, of the Richland Municipal Code and the Official Zoning Map of the City by amending Sectional Map No. 29 so as to change the zoning on 1.18 acres from Parks and Public Facilities (PPF) to Waterfront (WF); and to issue a shoreline substantial development permit authorizing the construction of a restaurant. Said property is located at 580 Columbia Point Drive [Cindy Goulet].

WHEREAS, on March 12, 2015, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described and to consider the application filed for a shoreline substantial development permit to authorize the construction of an 8,244 square foot restaurant with parking for 130 vehicles; and

WHEREAS, following the March 12, 2015 public hearing, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone and shoreline substantial development permit; and

WHEREAS, the Richland City Council has considered the record created at the March 12, 2015 public hearing and has considered the written recommendations of the Richland Hearing Examiner.

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

Section 1.01 It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Waterfront (WF) when consideration is given to the interest of the general public.

Section 1.02 Said property is more particularly described as follows:

Commencing at the Southwest corner of Lot 3 of Short Plat #2726, recorded in Volume 1 of Short Plats, Page 2726, Records of said County and State, said corner is on the Northerly right-of-way line of Columbia Point Drive as shown on said Plat; thence along the Westerly boundary of said Lot 3, north $23^{\circ} 48' 13''$ East 273.07 feet to the **True Point of Beginning** of the parcel to be described;

Thence leaving Lot 3 and continuing along the Easterly boundary of Lot 2 of said Short Plat; North $23^{\circ} 48' 13''$ East 15.39 feet; thence North $08^{\circ} 56' 51''$ West, 148.07 feet; thence North $66^{\circ} 11' 47''$ West 45.64 feet;

Thence leaving said Lot 2, North $13^{\circ} 58' 08''$ West, 43.09 feet; thence North $18^{\circ} 56' 58''$ East, 23.42 feet; thence North $51^{\circ} 51' 27''$ West, 38.27 feet; thence North $81^{\circ} 04' 36''$ East, 25.30 feet to the beginning of a non-tangent curve concave to the Southwest, from which the radius point bears South $12^{\circ} 54' 47''$ West 140.01 feet; thence Southeasterly along said curve through a central angle of $17^{\circ} 22' 13''$ for 42.45 feet; thence South $55^{\circ} 39' 26''$ East 8.84 feet to the beginning of a non-tangent curve concave to the Southwest, from which the radius point bears South $38^{\circ} 07' 16''$ West 375.00 feet; thence Southeasterly along said curve through a central angle of $21^{\circ} 26' 31''$ for 140.34 feet; thence South $59^{\circ} 33' 47''$ West 8.19 feet; thence South $27^{\circ} 47' 49''$ East 13.82 feet to the beginning of a tangent curve concave to the Southwest; thence Southeasterly along said curve through a central angle of $11^{\circ} 29' 59''$ for 73.41 feet to the beginning of a tangent curve concave to the west; thence Southerly along said curve through a central angle of $40^{\circ} 06' 04''$ for 138.29 feet; thence South $23^{\circ} 48' 18''$ West, 74.78 feet to the Northerly boundary line of said Lot 3;

Thence along the boundary of said Lot 3, North $39^{\circ} 57' 27''$ West, 186.84 feet to the **True Point of Beginning** and end of this description.

Containing 1.18 acres, more or less.

Such land is rezoned from Parks and Public Facilities (PPF) to Waterfront (WF).

Section 1.03 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 29 which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 29 and bearing the number and date

of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.04 The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Sectional Map No. 29, duly certified by the Clerk as a true copy.

Section 1.05 The Shoreline Substantial Development Permit submitted to the City by Cindy Goulet for the construction of an 8,244 square foot restaurant building with 130 associated vehicle parking spaces is hereby approved, subject to the following conditions:

1. The project shall be reviewed for all other building and land development permits required by the City and any other jurisdiction, to ensure substantial conformance with the plans submitted by the applicant, dated January 30, 2015;
2. The parking area and street frontage associated with the project shall be landscaped in a manner that is consistent with the provisions of RMC 23.54.140;
3. Any signage to be installed on the project site shall be consistent with applicable city sign regulations, including without limitation those set forth in Title 27 RMC and RMC 26.20.070;
4. The applicant shall submit building design plans to the U.S. Army Corps of Engineers to ensure the building's conformance with any applicable, standard project flood elevation. The City shall not issue a building permit for the project until such time as it receives written confirmation that the project has been designed to comply with applicable Corps flood elevation requirements;
5. All required improvements to the adjacent Columbia Point Marina Park as specified in the City's lease agreement with the applicant shall be completed concurrently with the construction of the restaurant; and
6. Construction pursuant to the Shoreline permit shall not begin and is not authorized until twenty-one days from the date of filing with the Department of Ecology or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated, whichever is later.

Section 1.06 This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

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

DAVID W. ROSE
Mayor

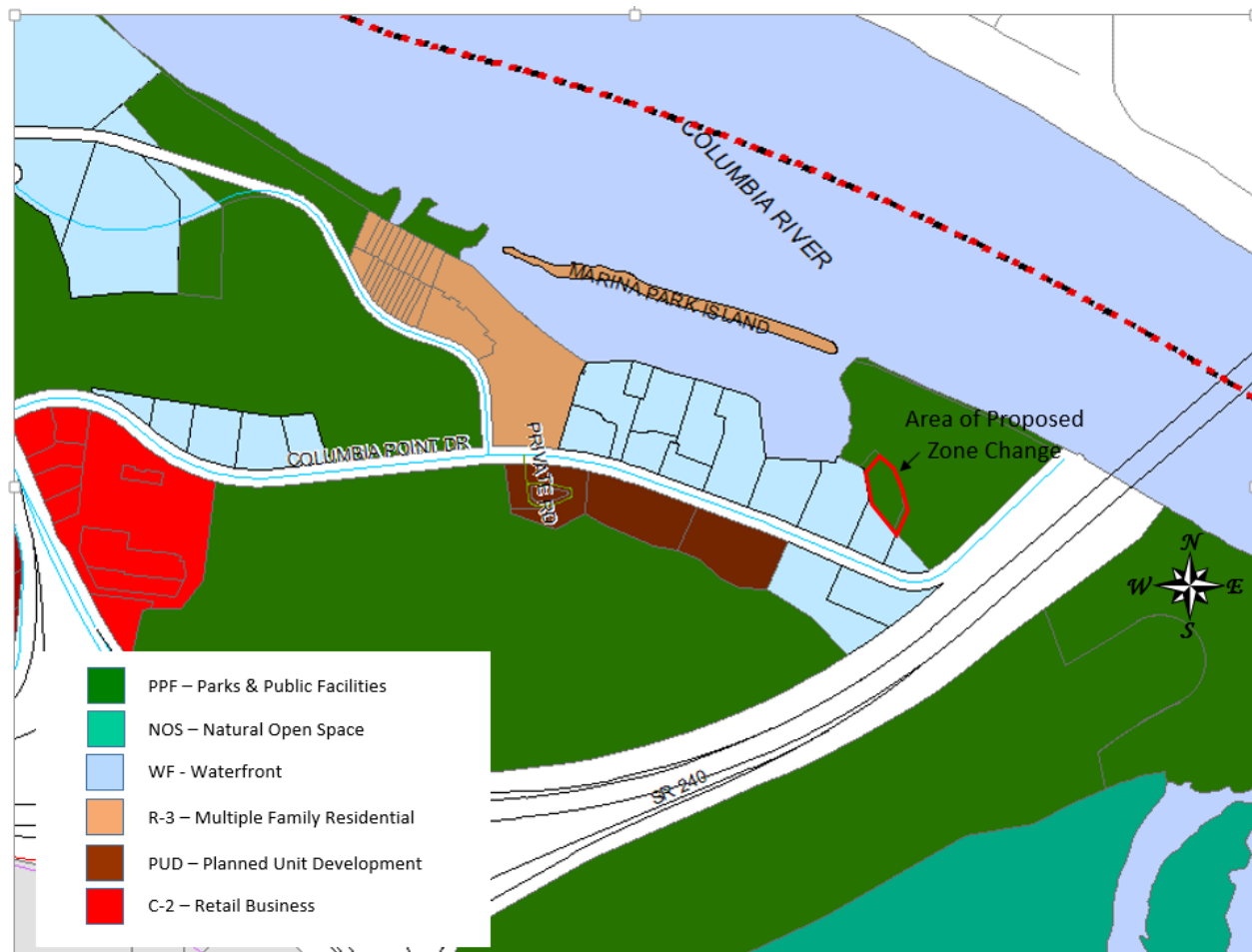
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



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

Regarding two consolidated applications:)

1) Site-Specific Rezone Application to
change a 1.18 acre site now owned by
the City of Richland, to be leased to
Applicant, located at 580 Columbia Point
Drive, from the PPF (Parks and Public
Facilities) to the WF (Waterfront) zoning
designation; and

2) Shoreline Substantial Development
Permit Application to construct a two-
story, 8,244 square foot restaurant
building with parking for 130 vehicles;
submitted by

Cindy Goulet,

Applicant,

(The proposed project is known as "LuLu Columbia Point")

**File Nos.: Z2015-101 (Rezone) and
SM2015-101 (Shoreline Permit)**

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The applicant has met the burden of proof to demonstrate that her rezone and shoreline substantial development permit applications merit approval. Accordingly, the undersigned Examiner recommends APPROVAL by the Richland City Council, subject to conditions.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101**

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

CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

II. BACKGROUND and APPLICABLE LAW.

Rezone.

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

For a site-specific rezone application, the applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a site-specific rezone application is a Type 3 matter, the City’s code mandates that a concurrency review must be undertaken to determine the transportation impacts (if any) that could be created by the proposed action. RMC 19.50.010(C).

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

Shoreline Substantial Development Permit.

A Shoreline Substantial Development Permit normally requires a Type 2 application process and review (RMC 19.20.010(B)(1)), which entails an Open-Record Public Hearing conducted by and a permit decision made by the Hearing Examiner. However, *in this matter*, based on RMC 19.20.020(B), which explains that “Consolidation of Permit Processing” may occur based on an applicant’s determination, the two pending applications have been processed collectively using the higher number review process applicable to

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

1 either application. In this instance, the applicant confirmed on the record that she wanted
2 her applications to be consolidated for processing. The "Type 3" process applies to the
3 applicant's Rezone application, thereby elevating the Shoreline Permit from Type 2 to Type
4 3 Processing, consolidating both reviews into a single public hearing process before the
5 Examiner, who is delegated authority to issue a recommendation regarding the Shoreline
6 Permit to the City Council.

7 Whatever the review process applied to the Shoreline Substantial Development
8 Permit application, the approval criteria that must be satisfied is the same, as set forth in
9 RMC 26.25.040 which requires the following:

10 A. Conformance with the Shoreline Management Act of 1971, as amended;

11 B. General conformance with the goals for the shoreline program, the general
12 development policies for the plan elements, and the applicable policy statements for
13 the use activity and the shoreline environment;

14 C. Compliance with the applicable environment regulations;

15 D. Compliance with the applicable use activity regulations;

16 E. Consideration of the recommendations and comments of the Richland parks and
17 recreation commission and ecology commission, as the proposed development will
18 affect and be affected by the goals and objectives of each;

19 F. General conformance with the provisions of the Richland comprehensive plan;

20 G. Consideration of provisions for facilities and improved designs to accommodate
21 and encourage use by the physically handicapped;

22 H. Compliance with the State Environmental Policy Act (SEPA); and

23 I. Compliance with applicable provisions of the Richland Municipal Code.

24 Again, because this is a consolidated review process, the Type 3 review procedures
25 apply to the Shoreline Permit, and the City Council holds authority to approve, deny or
26 modify either application, following consideration of this Recommendation by the
undersigned Examiner. If the City Council approves the Shoreline Permit, such decision
would be forwarded to the Department of Ecology and the Attorney General, for state
review and any appeals of the Shoreline Permit, in accord with Washington Shoreline
Management regulations found in WAC 173-14 and RMC 26.25.050.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101**

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

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III. QUESTIONS PRESENTED.

1. For purposes of the pending Rezone Application, the central questions presented are:

A. Whether the requested rezone implements policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the original PPF zoning was adopted for the site?

Short Answer: Yes.

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

Short Answer: Yes.

2. For purposes of the pending Shoreline Substantial Development Permit Application, the question presented is:

Whether the development plan for the LuLu at Columbia Point restaurant project, as proposed in the pending application, satisfies the approval criteria set forth in RMC 26.25.040?

Short Answer: Yes.

IV. RECORD AND EXHIBITS.

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

Hearing Testimony: The following individuals presented testimony under oath at the duly noticed public hearing for the underlying application, held on Thursday, March 12, 2015:

1. Rick Simon, Development Service Manager for the City of Richland;

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101

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

2. Cindy Goulet, the applicant, who intends to lease the property from the City of Richland;
3. Bill King, Deputy City Manager for the City of Richland, who spoke to conditions in the proposed lease of the property;
4. Mr. Goulet, addressed property lines, location of parking area, potential for additional “mixed-use” building in the future, along Columbia Point Drive, as depicted in Site Plan, included in the Record as Exhibit No. 3;
5. Nancy Stratton, resident of Columbia Point area in the City of Richland, spoke in support of the project, felt that the restaurant would be a great asset for the community;

At the public hearing, Mr. Simon made a brief presentation regarding the applications, the site, and his recommendation, as explained in the Staff Report. Ms. Goulet testified on her own behalf, explaining that she worked closely with the City in processing her applications, that she hoped her new restaurant would be open “quickly”, by the end of 2015 or early 2016, noting “we’re ready to go.” She explained that her project would be creating more parking spots than required by city codes. Ms. Stratton spoke in favor of the project, and no one provided public testimony or written comments opposing either application. The participants answered several questions posed by the Examiner. Mr. Simon agreed to supplement the record, mostly with details regarding prior SEPA reviews for city actions related to zoning for the proposed project site and Columbia Point area. The public testimony portion of the hearing took less than one hour. The record closed the following week on March 17, 2015, when Mr. Simon fulfilled his commitment to supplement the record with references to items addressing questions posed by the Examiner.

Exhibits: The Development Services Division Staff Report, including a recommendation of approval, was provided to the Examiner on March 5, 2015. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Rezone Application Form, dated February 3, 2015;
2. JARPA Application Form (used to address Shoreline Substantial Development Permit), with letter from Mr. King, all dated and signed by necessary parties in early January of 2015, granting the city’s authorization for Ms. Goulet to obtain permits for her project which is proposed to occur on city owned land to be

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101**

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

1 leased to the applicant;

2 3. Site Plan and Cross Section illustrations;

3 4. Architectural renderings for proposed restaurant building;

4 5. Contractual Improvements, required by proposed lease and related permit
5 approvals, including without limitation utility facility relocations, parking lot
6 configuration, and public trail improvements;

7 6. Public Notice materials;

8 7. SEPA Checklist submitted by the applicant on January 30, 2015, and
9 Determination of Non-Significance, issued by the City's SEPA Responsible
10 Official on February 4, 2015;

11 8. Comments received from the U.S. Army Corps of Engineers on February 4 and
12 5, 2015;

13 9. Excerpts of Richland Shoreline Regulations;

14 10. Minutes from the Parks and Recreation Commission Meeting on January 8,
15 2015, recommending that the City Council declare the project site surplus to the
16 needs of the City, and direct staff to negotiate a lease of such property for
17 development of a restaurant, provided boat dock access and kayak users will not
18 be adversely impacted;

19 11. Site Photos;

20 12. Email message dated March 17, 2015, from Mr. Simon to the Examiner and all
21 parties of record, addressing topics raised in the public hearing; and

22 13. City of Richland RFP No. 25-14, "Columbia Point Restaurant Developments",
23 dated June 5, 2014, referenced in Exhibit No. 10, accessible on the City's public
24 website.

25 The Examiner visited the site of the proposed rezone on the day of the public
26 hearing and is fully advised on matters at issue herein, including without limitation
applicable law, application materials, relevant comprehensive plan and shoreline
regulations.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101**

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

V. FINDINGS OF FACT.

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

Application, Public Notice, and Review

1. In early January of this year, the applicant, Cindy Goulet, submitted a Joint Aquatic Resources Permit Application (JARPA) Form, with an accompanying authorization letter from the City of Richland, seeking a Shoreline Substantial Development Permit needed to develop a restaurant on a parcel of 1.18 acre portion of land to be leased from the city, located near the Columbia River within Columbia Point Marina Park. *Staff Report, Exhibit No. 2.* Shortly thereafter, Ms. Goulet submitted a Rezone Application, seeking to change zoning on the site from PPF (Parks and Public Facilities) to WF (Waterfront). *Staff Report, Exhibit No. 1, dated February 3, 2015.*

2. The applicant, Ms. Goulet, intends to lease the property from the City of Richland, and construct a restaurant on the site, initially identified in the application materials as LuLu Columbia Point, hoping to open as soon as late 2015, or early 2016. *Staff Report; Ex. 2, at page 6; Testimony of Ms. Goulet.*

3. Ms. Goulet is part of the development team selected by the City to pursue development of a restaurant and other related improvements on the site, consistent with RFP No. 25-14, issued by the City in June of 2014. *Staff Report; Ex. 2, letter from Mr. King, authorizing applications as preconditions of lease with the city; Ex. 10, Parks Commission minutes, referencing RFP No. 25-14; and Ex. No. 13, RFP No. 25-14 (the Examiner takes official notice of the complete RFP, including without limitation the "Columbia Point Master Plan and Design Guidelines" publicly available on the City's website).*

4. At some point in the review process, the applicant informed the City that she would like her applications processed under the Optional Consolidated Permit Processing procedures, set forth in RMC 19.20.020(B). *Testimony of Ms. Goulet; Testimony of Mr. Simon; Staff Report.*

5. In accord with the applicant's request for consolidation, City staff complied with all applicable public notice requirements for the rezone application, the JARPA/Shoreline application, the SEPA DNS issued for the project, and the single open-record public hearing to be held for the pending applications. *Staff Report, pages 6 and 7; and Exhibit 6, verification of various public notices published, mailed and posted.*

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101

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

SEPA.

6. Because of the location of the proposed restaurant, the project is within the jurisdictional limits of the Columbia River and is subject to compliance with the Richland Shoreline Master Program, which requires issuance of a Shoreline Substantial Development Permit for the restaurant project. As part of the review process, the applicant submitted a fully completed SEPA Checklist for the project. *Ex. 7.* Staff reviewed the SEPA checklist, the JARPA application, and other information in the file, and determined that the project would not have a probable significant adverse impact on the environment. The City issued its Determination of Non-Significance on February 4, 2015, and consistent with SEPA regulations, withheld taking action on the proposal until 14 days after issuance, expressly providing notice to other government agencies with potential jurisdiction over the matter, including without limitation the Washington Departments of Ecology and Fish and Wildlife, and the U.S. Army Corps of Engineers. *Ex. 8(A), email message from A. Lambert transmitting notice of applications and DNS.* The City received just one comment, from the Army Corps of Engineers, following its SEPA notice. The Corps' comments did not object to the project, but only reminded the City that any building on the site should comply with applicable flood elevation requirements. No other party provided comments or indicated any intent to appeal or otherwise oppose the City's SEPA determination. *Staff Report, page 7; Exhibits 7 and 8.*

Project details.

7. The pending applications are described as "preconditions of the lease" with the City, to construct and operate the new restaurant on the site, addressed as 508 Columbia Point Drive. *Exhibit 2, January 5, 2015 letter from Mr. King.*

8. The proposed restaurant would be located on a 1.18 acre tract, adjacent to the Columbia Point Marina Park. The development would include a portion of an existing driveway entering the park, 12 parking stalls, and a landscaped area. Anthony's Home Port Restaurant is located to the West of the proposed new restaurant site. *See Ex. 3, Site Plans; and Staff Report.*

"Waterfront" Zoning.

9. The requested "Waterfront" zoning designation permits restaurant uses. *Staff Report, page 9.* The site of the project is part of an area designated as "Urban Shoreline Environment" in the City's Shoreline Master Program. *Staff Report, page 7.* Restaurants are expressly permitted uses in the "urban" shoreline environment. *See chart of permitted uses in various Shoreline Environments, at RMC 26.21.010.* Based on applicable parking requirements for uses in the Waterfront zone, the proposed restaurant building, at 8,244

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101

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

square feet, would require 83 parking spaces. The applicant proposes to build 130 parking spaces, well in excess of those required, and beyond the 12 existing spaces that will be affected by the project. *Staff Report, page 9; Testimony of Ms. Goulet.*

10. Under the City's Transportation Plan, Columbia Point Drive is classified as a local street, and is located outside of the area subject to the South Richland Traffic Impact Fee Program. *Staff Report, page 7.* Consistent with the previously mentioned transportation concurrency requirements found in RMC 19.50.010(C), Staff determined that the proposed project will not have a negative impact on the level of service provided by the City's transportation system. *Staff Report, page 7.*

11. As part of the review process, City staff confirms that adequate utilities, including without limitation water, power, and sewer, are in place and/or readily available to serve the project, noting that relocation of certain utility facilities will be necessary and are required under provisions of the proposed lease agreement with the City. *Staff Report, page 7; Ex. 5, Contractual Improvements, illustrations of items to be relocated.*

Consistency with Comprehensive Plan and city codes.

12. The property at issue in this matter is already designated "Waterfront" under the City's Comprehensive Plan. In fact, the Staff Report explains how the site of the pending applications has been designated "Waterfront" in the City's Comprehensive Plan for almost 10 years, since 2005. The City's 2005 decision to change the property's designation from "Developed Open Space" to "Waterfront" (in order to facilitate potential lease of the public property for development of a new restaurant), was sustained following a thorough challenge considered by the Eastern Washington Growth Management Hearings Board, in Case No. 06-1-0001.

13. Based on the history for this site, as noted above and summarized elsewhere in the record, the Examiner expressly finds that the pending rezone application is without question consistent with, and would finally implement provisions of the Comprehensive Plan, which has for almost 10 years designated the site as "Waterfront" – the zoning classification requested by the application at issue.

14. As explained in the Staff Report, the proposed project will be developed in compliance with city codes, policies and regulations for uses and buildings in the Waterfront zoning district, and would implement the vision, goals, and policies supporting them. Existing land use regulations reasonably and appropriately address issues of significance to the community, especially given the waterfront location for the proposed project, addressing setbacks, building height, and parking, among other things.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101**

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

1 15. The proposed conditions of approval for the Shoreline Substantial Development
2 Permit on page 12 of the Staff Report are narrowly tailored, reasonable and appropriate
3 measures intended to fully comply with local, state and federal regulations of activities and
4 businesses operating in the City's urban shoreline environment. The contractual
improvements flowing from the applicant's property lease with the city, as identified in
Exhibit 5, are thorough, transparent, and appropriate measures illustrating how necessary
infrastructure facilities will be constructed and/or relocated as part of the project.

5 16. The Examiner finds that the applicant's plans for the site would expand
6 entertainment and refreshment options for the existing water-oriented recreational
7 enthusiasts who frequent the neighboring park and marina facilities. The many "contractual
8 requirements" included in the City's lease of the property are designed to ensure that
9 parking and the riverfront trail will be expanded and enhanced, and other facilities will be
respected or relocated to assure adequate access for boaters, and other current users. *See*
Exhibit 5.

10 17. The requested rezone would serve the public interest, by expanding dining options,
11 increasing attractions for local residents and visitors, expanding and strengthening the city's
12 tax-base through leasehold excise tax revenues from the lease, as well as sales tax revenues
13 from the restaurant business. The project would make efficient use of existing
infrastructure and public assets (in fact, it would expand and enhance two public assets –
parking and the riverfront trail) – all of which implements policies found in the City's
Comprehensive Plan.

14 18. Given how the pending applications for the project would implement various
15 provisions of the City's Comprehensive plan, and the City's more detailed Columbia Point
16 Master Plan and Design Guidelines, included as Appendix A to the RFP that generated the
17 current restaurant proposal, the requested rezone bears a substantial relationship to the
public health, safety, and general welfare.

18 19. The requested rezone is appropriate in the context of adjacent properties, including
19 without limitation the proximity the new restaurant would have to existing hotels, and how
20 the existing, neighboring Anthony's restaurant has thrived in its present location, in
harmony with boaters, outdoor enthusiasts, and others who enjoy the venue and setting
provided by Columbia Point Marina Park.

21 20. The Staff Report Analysis of how the proposed project conforms to the City's
22 approval criteria for a Shoreline Substantial Development Permit, items A – I, is supported
23 by substantial evidence in the record, and articulates a solid basis upon which such permit
24 should be approved. *Staff Report, pages 10 – 12.* Exhibits and evidence in the record
illustrate how the proposed restaurant has been designed to take advantage of its riverfront

25 **FINDINGS OF FACT, CONCLUSIONS AND**
26 **RECOMMENDATION RE: GOULET/LULU**
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
NOS. Z2015-101 AND SM2015-101

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

views and location, how it would enhance the experience of users at the park, how building height and placement respect environmental considerations, and provide for existing park users' needs, and that the Parks Commission recommends approval of the project.

21. The Development Services Manager's Staff Report (making a Recommendation of Approval) includes a number of specific findings and explanations establishing how the underlying applications satisfy provisions of applicable law and is consistent with the city's Comprehensive Plan, zoning and shoreline regulations. Except as modified in this Recommendation, all factual statements and findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned hearing examiner.

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

VI. CONCLUSIONS.

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

Rezone.

1. The applicant has met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. This conclusion is supported by substantial evidence in the record, but could be solely supported by the very fact that the project site has been designated as "Waterfront" for almost 10 years, a decision that was sustained by the Growth Board in a specific appeal involving such determination. *Findings, including without limitation Nos. 12-14.*

2. The applicant has met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare. *Findings, including without limitation Nos. 3, 6, and 9 through 21.*

3. The rezone supports Richland's commitment to promote commercial growth and expand the city's tax base. The proposed restaurant project, and improvements required by the applicant's lease with the city, would enhance the city's recreational, cultural and commercial facilities.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
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1 ***Shoreline Substantial Development Permit.***

2 4. The state's Shoreline Management Act ("SMA") and the regulatory policies
3 established thereunder, including those adopted by the City of Richland and approved by
4 the Department of Ecology, does/do not prohibit all development in the shoreline. Rather,
5 its purpose is to allow careful development of shorelines by balancing public access,
6 preservation of shoreline habitat and private property rights through coordinated planning.
*Overlake Fund v. Shoreline Hearings Bd. (State Report Title: Overlake Fund v. Shorelines
Hearings Bd.), 90 Wash. App. 746, 761, 954 P.2d 304, 312 (1998).*

7 5. In this matter, the applicable Richland Shoreline Master Program code provisions
8 contemplate and permit a full range of land uses even within a shoreline district. Different
9 zoning classifications and shoreline designations are designed to provide different levels of
10 protection for the shoreline environment. The site at issue in this matter is designated as
part of the "Urban Shoreline Environment," where restaurant uses are expressly permitted.
See chart of permitted uses in various Shoreline Environments, at RMC 26.21.010.

11 6. When it approved the Richland Shoreline Master Program, the Department of
12 Ecology approved Richland's decision to permit commercial uses like the proposed
13 restaurant near the Columbia River. In so doing, both the City and DOE recognized that the
14 area in which this proposal is located is an already-developed area within a city, which is
15 suitable for commercial development. Here, the proposed restaurant is to be located away
16 from the immediate shoreline, at an elevation that conforms to Federal flood elevation
requirements, and it is designed to ensure appropriate access to the shoreline by boaters and
other users. There are no wetlands, or other physical characteristics on or near the site that
would normally entail specific shoreline management protection conditions. The Shoreline
Permit application merits approval.

17 7. The following passage from a Washington case involving a site with far more
18 substantial environmental issues than those presented in the pending application is
19 instructive as to how the Shoreline Management Act should apply in an urban environment:
20 "In an ideal world, we might well choose to preserve all shorelines in a natural, undisturbed
21 state. But the Shoreline Management Act, DOE and the City understand that, in a practical
22 world, urban pressures exist and permitting a range of uses is necessary to accommodate
23 those pressures. On the sliding scale of values contemplated by the Act and regulations, the
24 natural condition of the wetland portion of the site simply does not justify effectively
denying a permit for an urban use in an urban area of the shoreline." *Overlake*, 90 Wash.
App. 746, 762-63.

25 **FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
26 SUBSTANTIAL DEVELOPMENT PERMIT, FILE
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1
2 8. Substantial evidence in the record establishes that the applicant has met her burden
3 to demonstrate compliance with all approval criteria needed to obtain a Shoreline
4 Substantial Development Permit, including without limitation items A-I, set forth in RMC
5 26.25.040. *Findings, including without limitation Nos. 6, 9, 15, 16, 20, and 21.*

6 9. The record includes substantial, credible evidence that should satisfy the
7 Department of Ecology Review Criteria for any Shoreline Substantial Development Permit
8 issued by the City. As noted earlier, a final local government decision, such as any City
9 decision approving a Shoreline Substantial Development Permit, must be filed with and is
10 subject to review and approval, approval with conditions, or denial by the Washington
11 Department of Ecology. WAC 173-27-130.

12 10. Ecology's review criteria for Shoreline Substantial Development Permits issued by
13 a local jurisdiction are found at WAC 173-27-150, which explains that such permits will
14 only be granted where the proposed development is consistent with the Shoreline
15 Management Act and regulations, and the applicable Shoreline Master Program adopted or
16 approved for the local jurisdiction. Richland's approval criteria for such permits is
17 substantially similar, meaning approval based on City criteria set forth in RMC
18 26.25.040(A – I) should be more than sufficient to satisfy review by the Department of
19 Ecology.

20 11. State Shoreline regulations found at WAC 173-27-190 expressly mandate that each
21 permit for a substantial development permit issued by local government "shall contain a
22 provision that construction pursuant to the permit shall not begin and is not authorized until
23 twenty-one days from the date of filing" with the Department of Ecology "or until all
24 review proceedings initiated within twenty-one days from the date of such filing have been
25 terminated." Accordingly, the recommended conditions of approval for the Shoreline
26 permit should include such language.

12. Despite ample public notice and outreach efforts by City staff in conformance with
applicable city requirements, no one stepped forward to provide any written comments or
public testimony in opposition to either of the two pending applications.

13. Based on the record, the applicant demonstrated that both her rezone and shoreline
applications merit approval, meeting her burden of proof imposed by RMC 19.60.060.

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

25 **FINDINGS OF FACT, CONCLUSIONS AND**
26 **RECOMMENDATION RE: GOULET/LULU**
COLUMBIA POINT REZONE AND SHORELINE
SUBSTANTIAL DEVELOPMENT PERMIT, FILE
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1 **VII. RECOMMENDATION.**

2 Based upon the preceding Findings and Conclusions, the Hearing Examiner
3 recommends that Ms. Goulet's Rezone Application should be **APPROVED**, without need
4 for conditions; and that her Shoreline Substantial Development Permit Application should
be **Approved, subject to the following Conditions:**

5 1. The project shall be reviewed for all other building and land
6 development permits required by the City and any other jurisdiction, to
7 ensure substantial conformance with the plans submitted by the applicant,
dated January 30, 2015;

8 2. The parking area and street frontage associated with the project shall
9 be landscaped in a manner that is consistent with the provisions of RMC
23.54.140;

10 3. Any signage to be installed on the project site shall be consistent with
11 applicable city sign regulations, including without limitation those set forth
12 in Title 27 RMC and RMC 26.21.070;

13 4. The applicant shall submit building design plans to the U.S. Army
14 Corps of Engineers to ensure the building's conformance with any
15 applicable, standard project flood elevation. The City shall not issue a
16 building permit for the project until such time as it receives written
confirmation that the project has been designed to comply with applicable
Corps flood elevation requirements;

17 5. All required improvement to the adjacent Columbia Point Marina
18 Park as specified in the City's lease agreement with the applicant shall be
completed concurrently with the construction of the restaurant; and

19 //

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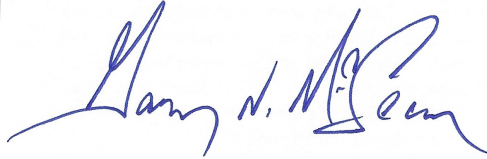
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25 **FINDINGS OF FACT, CONCLUSIONS AND**
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6. Construction pursuant to the Shoreline permit shall not begin and is not authorized until twenty-one days from the date of filing with the Department of Ecology or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated, whichever is later.

ISSUED this 30th Day of March, 2015



Gary N. McLean
Hearing Examiner

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

GENERAL INFORMATION:

PROPOSAL NAME: LuLu Columbia Point

LOCATION: 580 Columbia Point

APPLICANT: Cindy Goulet

FILE NO.: Z2015-101 & SM2015-101

DESCRIPTION: Request to change zoning on 1.18 acres from Parks and Public Facilities (PPF) to Waterfront (WF) and for approval of a shoreline substantial development permit to construct a two-story, 8,244 square foot restaurant building with parking for 130 vehicles.

PROJECT TYPE: Type 3 Site-specific rezone & Type 2 Shoreline Substantial Development Permit. These applications are being processed under the Optional Consolidated Permit Processing procedures as set forth in RMC 19.20.020(B).

HEARING DATE: March 12, 2015

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED ACTION: Approval subject to list of proposed conditions.



Figure 1 - Vicinity Map

(site highlighted in red)

DESCRIPTION OF PROPOSAL

The City of Richland is the owner of two lots that together total 2.18 acres located at 580 Columbia Point Drive. The City is in the process of leasing these lots to the applicant, Cindy Goulet of Florentyna's Inc. The applicant has filed permit applications to change the zoning on a 1.18 acre portion of the site that is presently zoned Parks and Public Facilities. The rezone requests Waterfront zoning, which is the zoning designation that has been applied to the adjacent one acre lot. (Refer Exhibit 1 - zone change application.) The applicant is also requesting approval of a shoreline substantial development permit to construct an 8,244 square foot, two-story restaurant, with a parking lot for 130 vehicles and an outdoor patio. (Refer to Exhibits 2 – 4 JARPA application, project plans and renderings.)

PROJECT HISTORY

In 2005, the City amended its comprehensive plan to change the designation on the subject property from Developed Open Space to Waterfront. At that time, the City pursued a lease of this property with a company that was interested in building a restaurant on the site. In order to make the site available for this use, some changes to the boat launch and access road into the Columbia Point

Marina Park were required. During the comprehensive plan review process, the proposed lease agreement fell through. The City completed the re-designation of the comprehensive plan, after withstanding an appeal on the decision to the Eastern Washington Growth Management Hearings Board. But no further action was taken to change the zoning on the site, so it has remained zoned for public park use.

Presently, the applicant is entering into a lease agreement with the City for the purpose of constructing and operating a restaurant. The provisions of the lease require some reconfiguration of a portion of the Columbia Point Marina Park in order for the boat launch facility and access road to provide the same function that they currently provide. (Refer to Exhibit 5 – Contractual Improvements).

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of two parcels: The 1.18 acre tract that comprises the northern portion of the site is part of the adjacent City owned Columbia Point Marina Park. It contains a portion of a driveway entering into the park, twelve parking stalls and a landscaped area. The southerly half of the site has been leveled and graveled and is otherwise unimproved.

A landscaped park area, the Columbia River and the Columbia Point Marina Park are located immediately to the northwest, north and east of the project site. Anthony's Home Port Restaurant is located to the west of the site. The Towne Place Suites by Marriott is located south of the site, across Columbia Point Drive and a small vacant parcel of property is located east of the site.

EXISTING ZONING

Property adjacent to the site to the west, south and southeast is zoned WF – Waterfront. Property to the northwest, north and northeast of the site is zoned PPF – Park and Public Facility.

The stated purposes of the Parks and Public Facilities zone (as set forth in RMC 23.30.010) is as follows:

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

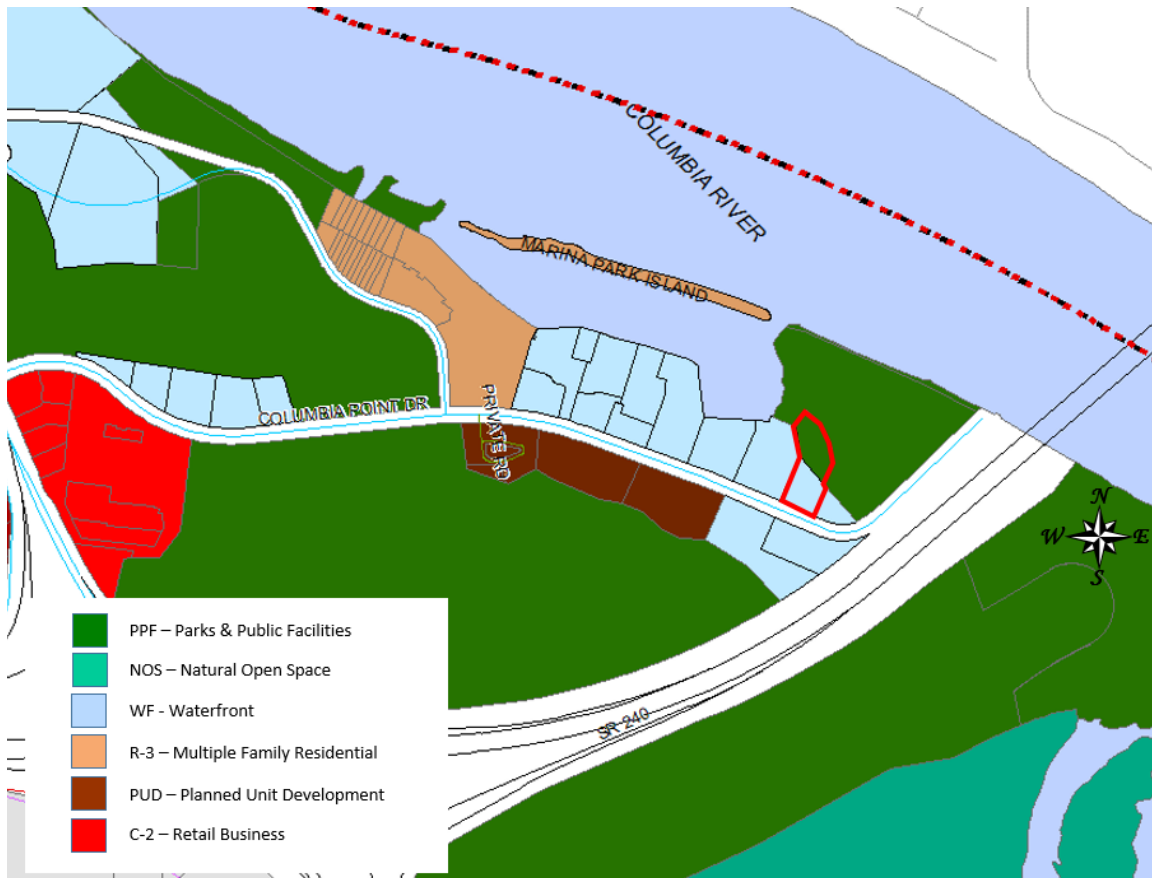


Figure 2 – Zoning Map

The stated purposes of the Waterfront zone (as set forth in RMC 23.22.010) is as follows:

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

COMPREHENSIVE PLAN

The comprehensive plan designates the site as suitable for Waterfront land uses. Properties to the west and south are also designated as Waterfront and the adjacent Columbia Point Marina Park are designated as Developed Open Space.

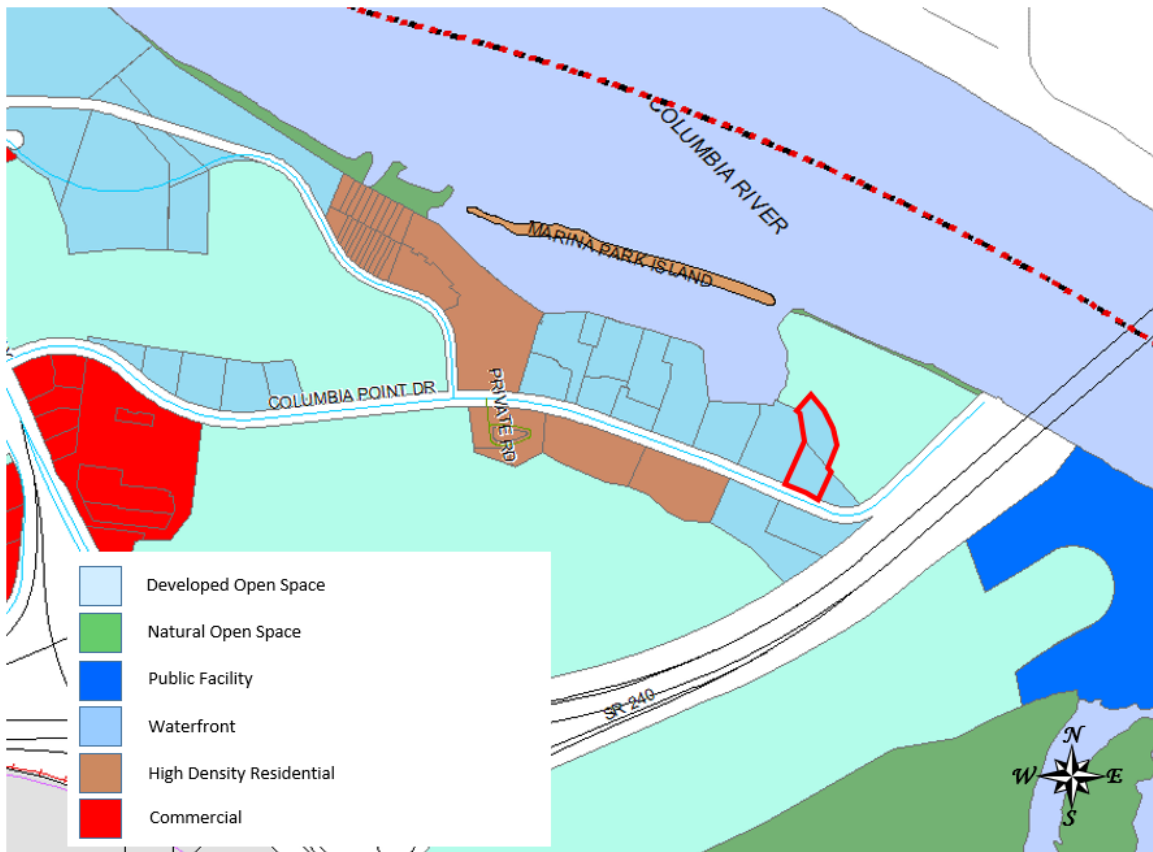


Figure 3 – Comprehensive Plan Map

LU Goal 3:

The City will promote commercial growth and revitalization that serves residents and strengthens and expands the tax base.

Policy 1 – The City will accommodate all types of commercial land uses including retail and wholesale sales and services and professional services.

Policy 2 – The City will create new land use and zoning designations to facilitate both new development and redevelopment where required to implement City's goals.

Policy 3 – The City will work to develop an attractive Central Business District and to revitalize declining commercial areas.

Policy 4 – The City will endeavor to locate neighborhood oriented commercial land uses in Neighborhood Activity Centers.

LU Goal 6

The City will protect and conserve its natural resources and critical lands and provide public access based on ability of the resource to support the use.

Policy 1 – The City will make all public river shoreline accessible to the public, subject to regulation protecting public safety, sensitive habitat areas and wildlife.

Policy 2 – The City will encourage development of water-oriented recreational, cultural and related commercial facilities in certain Columbia River locations to enhance and diversify Richland's community recreational resources and its attractiveness to tourists.

Policy 3 – Except as addressed in Policy 2, the City will protect the natural riparian areas along the Yakima River and the riparian area along the Columbia River so as not to diminish the quality of the shoreline environment.

Policy 4 – In cooperation with appropriate agencies, the City will identify and regulate the use of wetlands, essential habitat areas and other critical lands within the urban growth area.

Policy 5 – The City will encourage the public and/or private acquisition of the prominent ridges in the south Richland area in order to preserve views, protect shrub-steppe habitat, and to provide non-motorized public access.

PUBLIC NOTICE

Application Date:	January 7, 2015
Combined Notice of Application & Hearing Mailed:	February 13, 2015
Combined Notice of Application & Hearing Posted:	February 13, 2015
Combined Notice of Application & Hearing Published:	February 15, 2015
Public Hearing:	March 12, 2015

A combined notice of application, SEPA determination and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 6 – Notices and

Affidavits. As of the date of this report, no comments were received from the public.

UTILITY AVAILABILITY

Domestic water, sewer and electrical power lines are in place to serve the site and have adequate capacity to supply the proposed project. The relocation of existing lines will be required and is required under the terms of the proposed lease agreement. (Refer to Exhibit 5 - Contractual Improvements.)

TRANSPORTATION

Columbia Point Drive is classified as a local street in the City's Transportation Plan. It is located outside of the area defined in the City's South Richland Traffic Fee Impact Program. The proposed project is not anticipated to negatively impact the level of service on the City's transportation system.

SEPA

The project, by virtue of the fact that it requires a shoreline substantial development permit, also requires compliance with the provisions of the State Environmental Policy Act. The applicants filed an environmental checklist. City staff reviewed the checklist, plans and application materials and entered a Determination of Non-Significance into the record on February 4, 2015. Comments were received from the US Army Corps of Engineers. (Refer to Exhibit 7 for the DNS and checklist and Exhibit 8 for the Corps comments.)

SHORELINE POLICIES

The City's Shoreline Master Program consists of both policy statements and regulations. The program designates the site as part of the urban shoreline environment. Policies in the master program associated with the Urban Environment are as follows:

Definition

The Urban Environment identifies shoreline areas with few biophysical limitations either developed or subject to development with high intensity urban uses. This environment is characterized by high-density residential development, general retail/commercial development, intensely developed parks and recreation facilities and industrial/port development.

Purpose

The designation of Urban Environments on Richland's shorelines is intended to insure optimum utilization of shorelines within urban areas in a manner which enhances and maintains the shorelines for a multiplicity of urban uses and provides for maximum public access and circulation.

Criteria for Designation

Areas to be designated as Urban Environments should fulfill one or more of the following criteria:

1. Areas of high-intensity land-use including residential, retail/commercial, recreational, industrial/port uses or public facilities.
2. Areas planned for and/or zoned for future expansion of urban uses.
3. Areas possessing few biophysical limitations for intensive urban development.
4. Areas which can provide the necessary infrastructure of public services, utilities and access to accommodate urban development.

Development Policies

1. Give highest priority to "water-dependent" uses requiring frontage on navigable waters or other uses of water resources.
2. Direct industrial and commercial development into already developed but underutilized areas.
3. Emphasize planning for public visual and/or physical access to water in the Urban Environment.
4. Acquire urban lands for permanent public access to the water in Urban Environments to meet projected needs.
5. Link various access points to non-motorized transportation routes, such as bicycle and hiking paths, where appropriate and practicable.
6. Promote aesthetic considerations by such means as sign control regulation and architectural standards.
7. Require industrial and commercial facilities to be designed to permit pedestrian waterfront activities to ensure maximum public use.
8. Encourage redevelopment and renewal of substandard urban areas or obsolete developments.
9. Prohibit developments which create excess erosion or drainage problems or significantly degrade the quality of land, air and water resources.

Permitted Uses – Special Conditions

Uses are generally allowed as indicated on the use chart (see Section D). Recognizing the need for an order of preference for shoreline development the following shall apply:

1. "Water dependent" uses requiring frontage on navigable waters or other uses of water resources shall be given highest priority for waterfront sites, and "water-related" uses shall be given second priority.

2. Industrial and commercial development shall be encouraged to locate in already developed but underutilized areas.

Policies associated with Commercial Development are as follows:

Shoreline commercial uses, including offices, restaurants, general retail sales, hotels, motels and convention centers are recognized as essential uses in environments subject to pressures of intensive urban development. Policies and regulations for those uses encourage developments having functional dependency on shoreline location and water orientation, and which afford maximum public access, use and circulation along the waterfront.

1. Assign highest priority in shoreline siting to those commercial developments which are water dependent (having functional dependency on shoreline location or resources).
2. Encourage future commercial activities to locate near existing commercial development and along shorelines having low potential for other uses.
3. Locate commercial parking facilities inland from shorelines and beach areas.
4. Encourage commercial developers to provide for physical and/or visual access to shorelines where appropriate.
5. Assess and give consideration to the effect that commercial structures will have on significant scenic views or on shoreline areas enjoyed by a significant number of people.
6. Ensure that all commercial developments respect the integrity of natural systems as described in WAC 173-13-050.

SHORELINE REGULATIONS

The Richland Shoreline Master Program provides the development standards and criteria that are used to evaluate shoreline permit applications. Exhibit 9 provides the standards that apply to the urban environment (Chapter 26.17); standards that apply to commercial development (Section 26.21.040) and criteria used in the evaluation of permit applications (Section 26.25.040).

WATERFRONT ZONING REGULATIONS

The proposed Waterfront zone allows restaurants as a permitted use. Setback requirements in this zone require a 40 foot setback from the centerline of the street and 5 foot setback requirements for parking lots along the side and rear property boundaries. The maximum building height in the Waterfront zone is 35 feet. Parking for restaurants is required at a ratio of one off-street parking space for every 100 square feet of gross floor area. The proposed 8,244 square foot building would require 83 spaces; 130 spaces are proposed.

ANALYSIS

The proposed change in zoning is consistent with the City's comprehensive plan, which designates the site as suitable for Waterfront land uses. Additionally, Policy 2 of Land Use Goal 6 speaks to encouraging development of water-oriented recreational, cultural and related commercial facilities in certain Columbia River locations to enhance diversity, Richland's community recreational facilities and its attractiveness to tourists. The proposed project would in fact accomplish all of these objectives. Columbia Point has been developed with a variety of commercial facilities that are attractive to tourists, including hotels and restaurants. The addition of another restaurant would strengthen this attraction. The conversion of a portion of the Columbia Point Marina Park to commercial use has the potential to impact the functionality of the park; however; the specific requirements associated with the City's lease agreement with the applicant will ensure that all of the existing facilities present in the park regarding boat launching, access, parking, utility lines and the dump station will be provided for. One of the other policies in the comprehensive plan speaks to making the river shoreline accessible to the public and this plan would accomplish that goal as well. The existing riverfront trail that abuts the project site would be retained and enhanced.

In regard to the shoreline substantial development permit application, the project conforms to the criteria established for the review of shoreline permit applications as follows:

A. Conformance with the Shoreline Management Act of 1971, as amended;

Section 26.010.020 of the RMC states that the purpose of Richland's shoreline program is to implement the Shoreline Management Act of 1971. Therefore, if a project is compliant with the City's shoreline regulations, it would also be compliant with the State act. This analysis will focus on how the project conforms to the City's master program.

B. General conformance with the goals for the shoreline program, the general development policies for the plan elements, and the applicable policy statements for the use activity and the shoreline environment;

The policies contained in the master program associated with the urban environment give top priority to uses that are water dependent and water related. The proposed restaurant project, given its orientation facing the river and with its patios that take advantage of river views could be classified as water related as it would receive benefit from its location on the shoreline. The project would provide both visual and physical access to the river through the continuance of the pedestrian trail from the riverfront to the adjacent public park and onto Columbia Point Drive. The project site is located between

existing commercial development and a fully developed urban park and so could be characterized as an already developed but underutilized commercial area.

C. Compliance with the applicable environment regulations;

The proposed project complies with the urban environment use regulations (RMC Section 26.17.030) in that the proposed building location would continue to provide for full public access to the shoreline through the riverfront trail. The height of the building at 30 feet, conforms to the maximum 35 foot height limitation in place for the urban environment. The proposed site plan provides for a public pedestrian trail from the public street to the existing riverfront trail and so makes appropriate provision for public shoreline access. The proposed site plan shows parking would be located on the landward side of the building, away from the shoreline. The building would be connected to both City water and sewer services.

D. Compliance with the applicable use activity regulations;

The proposed project complies with the commercial development standards (RMC Section 26.21.040) in that the project provides for a pedestrian extension of the existing riverfront trail to provide access to Columbia Point Drive. Parking areas are located on the inland side of the proposed restaurant. No over water construction has been requested as part of the project. The project plans do not identify any proposed signage.

E. Consideration of the recommendations and comments of the Richland parks and recreation commission and ecology commission, as the proposed development will affect and be affected by the goals and objectives of each;

The Richland Parks and Recreation Commission reviewed the proposed shoreline permit application and recommended approval of the project. A copy of their meeting minutes of January 8, 2105 are attached (Refer to Exhibit 10). The Richland Ecology Commission was disbanded a number of years ago and so was not available to comment on the proposal.

F. General conformance with the provisions of the Richland comprehensive plan;

The project is consistent with the land use designations contained in the comprehensive plan and is consistent with the City's land use goals and policies as mentioned in the above discussion of the proposed zone change.

G. Consideration of provisions for facilities and improved designs to accommodate and encourage use by the physically handicapped;

As required under the state building codes that are administered by the City of Richland, the building will be fully accessible.

H. Compliance with the State Environmental Policy Act (SEPA);

A determination of non-significance was issued by the City on February 4, 2015, completing the SEPA process.

I. Compliance with applicable provisions of the Richland Municipal Code.

The site will be zoned WF – Waterfront (assuming the zone change request is approved as requested). The proposed project meets the Waterfront zoning requirements in terms of use, building height, setback and required off-street parking.

In summary, the proposed project is consistent with the provisions of the City's Shoreline Master Program.

PROPOSED CONDITIONS OF APPROVAL

Staff is recommending the following conditions of approval be attached to the substantial development permit to ensure that the project conforms to all applicable City codes and standards:

1. The project shall proceed in conformance with the plans submitted by the applicant, dated January 30, 2015.
2. The parking area and street frontage shall be landscaped in a manner that is consistent with the provisions of RMC 23.54.140.
3. Any signage to be installed on site shall be consistent with the provisions of Title 27 of the RMC and RMC Section 26.21.070.
4. The applicant shall submit building design plans to the US Army Corps of Engineers to ensure the building's conformance with the standard project flood elevation. The City shall not issue a building permit for the project until it receives documentation that the project conforms to the Corps flood elevation requirements.
5. All required improvements to the adjacent Columbia Point Marina Park as specified in the City's lease agreement with the applicant shall be completed concurrently with the construction of the restaurant.

SUGGESTED FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2015-101) and recommends approval of the request based on the following:

1. Public notice of application and hearing was provided in accordance with the requirements of the Richland City code;

2. The City of Richland Comprehensive Plan designates the subject site as suitable for Waterfront land uses;
3. Land Use Goal 3 in the comprehensive plan calls for the City to promote commercial growth and revitalization that serves residents and strengthens and expands the tax base;
4. Land Use Goal 6 in the comprehensive plan speaks to encouraging development of water oriented recreational, cultural and related commercial facilities and to make the river shoreline accessible to the public;
5. The proposed zone change would result in an expansion of commercial development and would provide an additional business to serve residents and strengthen the tax base;
6. The proposed zone change would provide for the development of additional commercial facilities along the Columbia River shoreline while still maintaining public access to the riverfront;
7. The existing zoning and uses in the immediate vicinity would be compatible with the proposed Waterfront zoning;
8. The project was reviewed under SEPA and the City issued a Determination of Non-significance on February 4, 2015; and
9. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

Additionally, staff recommends approval of the shoreline substantial development permit (SM2015-101) for the construction of an 8,244 square foot restaurant with associated parking and pedestrian trail improvements, subject to five proposed conditions of approval (listed above). This recommendation is based on the following:

1. The property is located within the jurisdictional limits of the Columbia River and is therefore subject to the provisions of the Richland Shoreline Master Program and requires the issuance of a shoreline substantial development permit;
2. Public notice of the application and the public hearing was provided as required under Richland City code and other public agencies were given an opportunity to review the application including the Washington State

Departments of Ecology and Fish and Wildlife and the US Army Corps of Engineers;

3. The site is located within the Urban Environment as identified in the Richland Shoreline Master Program;
4. The application is consistent with the policies contained in the Shoreline Master Program relating to commercial uses in the urban environment;
5. The proposed project, a restaurant that is oriented to the riverfront qualifies as a "water related" land use and is given priority over non water-related uses;
6. The application is consistent with the urban environment use regulations contained in RMC Section 26.17.030 in that the project would provide for full public access to the shoreline; meets the building height limitation of 35 feet; and provides for parking inland from the building;
7. The proposed project complies with the commercial development standards contained in RMC 26.21.040 in that the project provides for a pedestrian extension of an existing riverfront trail and would provide access to the trail from Columbia Point Drive; provides parking inland from the building site and does not involve any over water construction;
8. The Richland Parks and Recreation Commission reviewed the proposed project and recommended its approval at their January 8, 2015 meeting;
9. The proposed project is consistent with the City's comprehensive plan;
10. The provisions of the building code administered by the City will ensure that the project will be designed to accommodate and encourage use by physically handicapped persons;
11. The project was reviewed under SEPA and the City issued a Determination of Non-significance on February 4, 2015;
12. The project is consistent with the provisions of the City's Waterfront zoning regulations relating to use, building height and setback, parking, landscaping and signage;
13. The proposed conditions of approval are necessary and desirable to ensure that the project meets all applicable City regulations and standards and to ensure that the adjacent Columbia Point Marina Park continues to provide the same recreational functions and amenities as it does currently; and

14. As conditioned, the project is consistent with the provisions of Richland's Shoreline Master Program, its comprehensive plan and zoning regulations and should be approved.

EXHIBIT LIST

1. Zone Change Application Form
2. JARPA Application Form
3. Site Plan & Cross Sections
4. Architectural Renderings
5. Contractual Improvements
6. Public Notices and Affidavits
7. SEPA Checklist and DNS
8. US Army Corps Comments
9. Excerpts of Richland Shoreline Regulations
10. Parks and Recreation Commission Minutes
11. Site Photos

EXHIBIT (1)

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

Petition for Change of Zoning District Classification

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

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

SECTION I – APPLICANT INFORMATION			
Applicant's Name: Cindy Goulet			
Address: 4109 Westlake Ct			
City: West Richland		State: WA	Zip: 99353
Phone: (509) 727-5458	Fax:		Other and/or e-mail address: florentynas@gmail.com
Please check under what capacity you are filing:			
☐ Recorded owner of the property as of		☐ Purchasing under contract as of	
☒ The lessee as of		☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION			
Street address(es) of property for which the zone change is requested, if applicable:			
580 Columbia Point			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue):			
Property is located east of Columbia Point Drive			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): Property is currently vacant			
Size of petition area	1.18	acres and	51,485 square feet
SECTION III - CHANGE OF ZONE REQUEST			
A change of zone from		Parks & Public Facilities	To Water Front
is requested for the property described in Section II of this application.			
SECTION IV – JUSTIFICATION			
State the reason(s) for the requested change of zone:			
Construction of a new restaurant facility with attendant parking, landscaping and utilities.			

} Continued

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

DATED THIS 3 DAY OF February, 2015.



Applicant's Signature

4109 Westlake Ct

Address

West Richland WA 99353

City, State, Zip

509 722-5458

Phone

Applicant's Signature

Address

City, State, Zip

Phone

FOR OFFICE USE ONLY

Date accepted for filing

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

City Official's Signature

EXHIBIT (2)



**CITY OF RICHLAND
COMMUNITY & DEVELOPMENT SERVICES
MS-02**

Telephone (509) 942-7583

Fax (509) 942-7379

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

January 5, 2015

To Whom It May Concern:

The City of Richland is in the process of leasing city owned land to Florentyna's Inc. for the purpose of building and operating a restaurant at Columbia Point. One of the preconditions of the lease is obtaining required permits. I have therefore authorized Ms. Cindy Goulet of Florentyna's Inc. and Terence Thornhill Architects to file a Joint Aquatic Resources Permit Application (JARPA) for the proposed project at 508 Columbia Point Drive in Richland, Washington. Through this authority I am also granting consent to the permitting agencies to enter the property to inspect the project site and perform work related to the JARPA.

Sincerely,

William King
Deputy City Manager & Real Estate Officer

Cc: File



WASHINGTON STATE

Joint Aquatic Resources Permit Application (JARPA) Form^{1,2}

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.



US Army Corps
of Engineers®
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____

Part 1–Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [\[help\]](#)

LuLu Columbia Point

Part 2–Applicant

The person and/or organization responsible for the project. [\[help\]](#)

2a. Name (Last, First, Middle)

Cindy Goulet

2b. Organization (If applicable)

Florentyna's, Inc.

2c. Mailing Address (Street or PO Box)

4109 Westlake Ct.

2d. City, State, Zip

West Richland, WA, 99353-7333

2e. Phone (1)

2f. Phone (2)

2g. Fax

2h. E-mail

(509)727-5458

()

()

florentynas@msn.com

¹Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- If your project might affect species listed under the Endangered Species Act, you will need to fill out a Specific Project Information Form (SPIF) or prepare a Biological Evaluation. Forms can be found at <http://www.nws.usace.army.mil/Missions/CivilWorks/Regulatory/PermitGuidebook/EndangeredSpecies.aspx>.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

²To access an online JARPA form with [help] screens, go to

http://www.epermitting.wa.gov/site/alias_resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx.

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@ora.wa.gov.

Part 3—Authorized Agent or Contact

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [\[help\]](#)

3a. Name (Last, First, Middle)			
Terence Thornhill			
3b. Organization (If applicable)			
Terence Thornhill Architect			
3c. Mailing Address (Street or PO Box)			
9221 Sandifur Parkway – Suite A			
3d. City, State, Zip			
Pasco, WA 99301			
3e. Phone (1)	3f. Phone (2)	3g. Fax	3h. E-mail
(509) 547-8854	()	()	tlt@tltarch.com

Part 4—Property Owner(s)

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [\[help\]](#)

- ☐ Same as applicant. (Skip to Part 5.)
- ☐ Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)
- ☐ There are multiple upland property owners. Complete the section below and fill out [JARPA Attachment A](#) for each additional property owner. (All City of Richland- See contact information below)
- ☐ Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete [JARPA Attachment E](#) to apply for the Aquatic Use Authorization.

4a. Name (Last, First, Middle)			
King Bill			
4b. Organization (If applicable)			
City of Richland			
4c. Mailing Address (Street or PO Box)			
505 Swift Boulevard			
4d. City, State, Zip			
Richland, WA 99352			
4e. Phone (1)	4f. Phone (2)	4g. Fax	4h. E-mail
(509)942-7586	()	()	BKing@CI.RICHLAND.WA.US

Part 5–Project Location(s)

Identifying information about the property or properties where the project will occur. [\[help\]](#)

- ☐ There are multiple project locations (e.g. linear projects). Complete the section below and use [JARPA Attachment B](#) for each additional project location.

5a. Indicate the type of ownership of the property. (Check all that apply.) [help]			
☐ Private			
☐ Federal			
☒ Publicly owned (state, county, city, special districts like schools, ports, etc.)			
☐ Tribal			
☐ Department of Natural Resources (DNR) – managed aquatic lands (Complete JARPA Attachment E)			
5b. Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) [help]			
580 Columbia Point Dr.			
5c. City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) [help]			
Richland, WA 99352			
5d. County [help]			
Benton			
5e. Provide the section, township, and range for the project location. [help]			
¼ Section	Section	Township	Range
sw	13	9	28
5f. Provide the latitude and longitude of the project location. [help]			
Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83)			
46.263500 N Lat. / -119.250000 W Long.			
5g. List the tax parcel number(s) for the project location. [help]			
The local county assessor's office can provide this information.			
113983020018003, 113983012726004			
5h. Contact information for all adjoining property owners. (If you need more space, use JARPA Attachment C.) [help]			
Name	Mailing Address	Tax Parcel # (if known)	
City of Richland	PO Box 190	113983012726002	
	Richland WA 99352		
City of Richland	PO Box 190	113983020018002	
	Richland WA 99352		
City of Richland	PO Box 190	113983012726005	
	Richland WA 99352		

5i. List all wetlands on or adjacent to the project location. [help]
N/A
5j. List all waterbodies (other than wetlands) on or adjacent to the project location. [help]
Columbia River
5k. Is any part of the project area within a 100-year floodplain? [help]
☐ Yes ☐ No ☒ Don't know
5l. Briefly describe the vegetation and habitat conditions on the property. [help]
Developed Improvements – Boat dock, walking paths, grass and landscaping, parking lot
5m. Describe how the property is currently used. [help]
Boat dock, walking paths and grass with landscaping, parking lot
5n. Describe how the adjacent properties are currently used. [help]
North and East – Boat Dock, Marina, Parking. West – Anthony's Restaurant and Parking South – Access road to Boat dock. – Hotel across the street.
5o. Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. [help]
No existing structures – utility vaults for power and sewer are located on the property.
5p. Provide driving directions from the closest highway to the project location, and attach a map. [help]
From the 182 / 240 interchange continue north on George Washington way. Turn right on to Columbia Point Dr. Continue to the end of the road. Property and marina are located on the left.

Part 6–Project Description

6a. Briefly summarize the overall project. You can provide more detail in 6b. [\[help\]](#)

Construct two story restaurant with associated site work, parking lot, and patio.

6b. Describe the purpose of the project and why you want or need to perform it. [\[help\]](#)

The purpose of the proposed project is to provide a public dining establishment with a view of the existing marina and Columbia River. Access to the restaurant shall be from the existing road for vehicle access and from the existing walking path along the river for pedestrian traffic.

6c. Indicate the project category. (Check all that apply) [\[help\]](#)

- | | | | | |
|--|--|--|---|---------------------------------------|
| ☒ Commercial | ☐ Residential | ☐ Institutional | ☐ Transportation | ☐ Recreational |
| ☐ Maintenance | ☐ Environmental Enhancement | | | |

6d. Indicate the major elements of your project. (Check all that apply) [\[help\]](#)

- | | | | |
|---|---|--|--|
| ☐ Aquaculture | ☐ Culvert | ☐ Float | ☐ Retaining Wall (upland) |
| ☐ Bank Stabilization | ☐ Dam / Weir | ☐ Floating Home | ☐ Road |
| ☐ Boat House | ☐ Dike / Levee / Jetty | ☐ Geotechnical Survey | ☐ Scientific Measurement Device |
| ☐ Boat Launch | ☐ Ditch | ☐ Land Clearing | ☐ Stairs |
| ☐ Boat Lift | ☐ Dock / Pier | ☐ Marina / Moorage | ☐ Stormwater facility |
| ☐ Bridge | ☐ Dredging | ☐ Mining | ☐ Swimming Pool |
| ☐ Bulkhead | ☐ Fence | ☐ Outfall Structure | ☐ Utility Line |
| ☐ Buoy | ☐ Ferry Terminal | ☐ Piling/Dolphin | |
| ☐ Channel Modification | ☐ Fishway | ☐ Raft | |

☒ Other: Commercial Restaurant and Bar and construction of parking lot.

6e. Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. [\[help\]](#)

- Identify where each element will occur in relation to the nearest waterbody.
- Indicate which activities are within the 100-year floodplain.

Proposed project will include structural concrete footings, concrete slab on grade, metal wall studs and primary structure, decorative wood beams and columns, stucco, metal and stone exterior finish, standing seam metal roofing and membrane roofing parapet water system.

6f. What are the anticipated start and end dates for project construction? (Month/Year) [\[help\]](#)

- If the project will be constructed in phases or stages, use [JARPA Attachment D](#) to list the start and end dates of each phase or stage.

Start date: April 2015

End date: October 2015

☐ See JARPA Attachment D

6g. Fair market value of the project, including materials, labor, machine rentals, etc. [\[help\]](#)

\$2,500,000

6h. Will any portion of the project receive federal funding? [\[help\]](#)

- If yes, list each agency providing funds.

☐ Yes ☒ No ☐ Don't know

Part 7–Wetlands: Impacts and Mitigation

☐ Check here if there are wetlands or wetland buffers on or adjacent to the project area.
(If there are none, skip to Part 8.) [\[help\]](#)

7a. Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. [\[help\]](#)

☒ Not applicable

7b. Will the project impact wetlands? [\[help\]](#)

☐ Yes ☒ No ☐ Don't know																																										
7c. Will the project impact wetland buffers? [help]																																										
☐ Yes ☒ No ☐ Don't know																																										
7d. Has a wetland delineation report been prepared? [help]																																										
• If Yes, submit the report, including data sheets, with the JARPA package.																																										
☐ Yes ☒ No																																										
7e. Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [help]																																										
• If Yes, submit the wetland rating forms and figures with the JARPA package.																																										
☐ Yes ☒ No ☐ Don't know																																										
7f. Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [help]																																										
• If Yes, submit the plan with the JARPA package and answer 7g. • If No, or Not applicable, explain below why a mitigation plan should not be required.																																										
☐ Yes ☒ No ☐ Not applicable																																										
7g. Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [help]																																										
N/A																																										
7h. Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [help]																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Activity (fill, drain, excavate, flood, etc.)</th> <th style="width: 15%;">Wetland Name¹</th> <th style="width: 15%;">Wetland type and rating category²</th> <th style="width: 15%;">Impact area (sq. ft. or Acres)</th> <th style="width: 15%;">Duration of impact³</th> <th style="width: 15%;">Proposed mitigation type⁴</th> <th style="width: 15%;">Wetland mitigation area (sq. ft. or acres)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Activity (fill, drain, excavate, flood, etc.)	Wetland Name ¹	Wetland type and rating category ²	Impact area (sq. ft. or Acres)	Duration of impact ³	Proposed mitigation type ⁴	Wetland mitigation area (sq. ft. or acres)	N/A																																		
Activity (fill, drain, excavate, flood, etc.)	Wetland Name ¹	Wetland type and rating category ²	Impact area (sq. ft. or Acres)	Duration of impact ³	Proposed mitigation type ⁴	Wetland mitigation area (sq. ft. or acres)																																				
N/A																																										
¹ If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report. ² Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package. ³ Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable. ⁴ Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)																																										

Page number(s) for similar information in the mitigation plan, if available: _____

7i. For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [\[help\]](#)

N/A

7j. For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [\[help\]](#)

N/A

Part 8—Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, “waterbodies” refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [\[help\]](#)

☒ Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

8a. Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [\[help\]](#)

☒ Not applicable

8b. Will your project impact a waterbody or the area around a waterbody? [\[help\]](#)

☐ Yes ☒ No

8c. Have you prepared a mitigation plan to compensate for the project's adverse impacts to non-wetland waterbodies? [\[help\]](#)

- If **Yes**, submit the plan with the JARPA package and answer 8d.
- If **No, or Not applicable**, explain below why a mitigation plan should not be required.

☐ Yes ☐ No ☒ Not applicable

An existing paved walking path separates the project with the shoreline of the river. No improvements are planned within 50 feet of the shoreline.

8d. Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [\[help\]](#)

No direct impact

8e. Summarize impact(s) to each waterbody in the table below. [\[help\]](#)

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name ¹	Impact location ²	Duration of impact ³	Amount of material (cubic yards) to be placed in or removed from waterbody	Area (sq. ft. or linear ft.) of waterbody directly affected
N/A					

¹ If no official name for the waterbody exists, create a unique name (such as "Stream 1") The name should be consistent with other documents provided.

² Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.

³ Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter "permanent" if applicable.

8f. For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [\[help\]](#)

N/A

8g. For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [\[help\]](#)

N/A

Part 9—Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

9a. If you have already worked with any government agencies on this project, list them below. [\[help\]](#)

Agency Name	Contact Name	Phone	Most Recent Date of Contact
City of Richland	Bill King	(509) 942-7586	12/30/14
		()	
		()	

9b. Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology's 303(d) List? [\[help\]](#)

- If **Yes**, list the parameter(s) below.
- If you don't know, use Washington Department of Ecology's Water Quality Assessment tools at: <http://www.ecy.wa.gov/programs/wq/303d/>.

☐ Yes ☒ No

9c. What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? [\[help\]](#)

- Go to <http://cfpub.epa.gov/surf/locate/index.cfm> to help identify the HUC.

Lower Yakima Watershed - 1703003

9d. What Water Resource Inventory Area Number (WRIA #) is the project in? [\[help\]](#)

- Go to <http://www.ecy.wa.gov/services/gis/maps/wria/wria.htm> to find the WRIA #.

WRIA 40

9e. Will the in-water construction work comply with the State of Washington water quality standards for turbidity? [\[help\]](#)

- Go to <http://www.ecy.wa.gov/programs/wq/swqs/criteria.html> for the standards.

☐ Yes ☐ No ☒ Not applicable

9f. If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? [\[help\]](#)

- If you don't know, contact the local planning department.
- For more information, go to: http://www.ecy.wa.gov/programs/sea/sma/laws_rules/173-26/211_designations.html.

☐ Rural ☒ Urban ☐ Natural ☐ Aquatic ☐ Conservancy ☐ Other _____

9g. What is the Washington Department of Natural Resources Water Type? [\[help\]](#)

- Go to http://www.dnr.wa.gov/BusinessPermits/Topics/ForestPracticesApplications/Pages/fp_watertyping.aspx for the Forest Practices Water Typing System.

☐ Shoreline ☒ Fish ☐ Non-Fish Perennial ☐ Non-Fish Seasonal

9h. Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? [\[help\]](#)

- **If No**, provide the name of the manual your project is designed to meet.

☒ Yes ☐ No

Name of manual:

9i. Does the project site have known contaminated sediment? [\[help\]](#)

- **If Yes**, please describe below.

☐ Yes ☒ No

9j. If you know what the property was used for in the past, describe below. [\[help\]](#)

Parking Lot

9k. Has a cultural resource (archaeological) survey been performed on the project area? [\[help\]](#)

- **If Yes**, attach it to your JARPA package.

☐ Yes ☒ No

9l. Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [\[help\]](#)

Salmon

9m. Name each species or habitat on the Washington Department of Fish and Wildlife's Priority Habitats and Species List that might be affected by the proposed work. [\[help\]](#)

None

Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at <http://apps.ecy.wa.gov/opas/>.
- Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@ora.wa.gov.
- For a list of addresses to send your JARPA to, click on [agency addresses for completed JARPA](#).

10a. Compliance with the State Environmental Policy Act (SEPA). (Check all that apply.) [\[help\]](#)

- For more information about SEPA, go to www.ecy.wa.gov/programs/sea/sepa/e-review.html.

☐ A copy of the SEPA determination or letter of exemption is included with this application.

☒ A SEPA determination is pending with City of Richland (lead agency). The expected decision date is _____.

☐ I am applying for a Fish Habitat Enhancement Exemption. (Check the box below in 10b.) [\[help\]](#)

☐ This project is exempt (choose type of exemption below).

☐ Categorical Exemption. Under what section of the SEPA administrative code (WAC) is it exempt?

☐ Other: _____

☐ SEPA is pre-empted by federal law.

10b. Indicate the permits you are applying for. (Check all that apply.) [\[help\]](#)

LOCAL GOVERNMENT

Local Government Shoreline permits:

☒ Substantial Development ☐ Conditional Use ☐ Variance

☐ Shoreline Exemption Type (explain): _____

Other City/County permits:

☐ Floodplain Development Permit ☐ Critical Areas Ordinance

STATE GOVERNMENT

Washington Department of Fish and Wildlife:

☐ Hydraulic Project Approval (HPA) ☐ Fish Habitat Enhancement Exemption – [Attach Exemption Form](#)

Effective July 10, 2012, you must submit a check for \$150 to Washington Department of Fish and Wildlife, unless your project qualifies for an exemption or alternative payment method below. **Do not send cash.**

Check the appropriate boxes:

☐ \$150 check enclosed. Check # _____
Attach check made payable to Washington Department of Fish and Wildlife.

☐ My project is exempt from the application fee. (Check appropriate exemption) _____
☐ HPA processing is conducted by applicant-funded WDFW staff.
Agreement # _____
☐ Mineral prospecting and mining.
☐ Project occurs on farm and agricultural land.
(Attach a copy of current land use classification recorded with the county auditor, or other proof of current land use.)
☐ Project is a modification of an existing HPA originally applied for, prior to July 10, 2012.
HPA # _____

Washington Department of Natural Resources:

☐ Aquatic Use Authorization

Complete [JARPA Attachment E](#) and submit a check for \$25 payable to the Washington Department of Natural Resources.

Do not send cash.

Washington Department of Ecology:

☐ Section 401 Water Quality Certification

FEDERAL GOVERNMENT

United States Department of the Army permits (U.S. Army Corps of Engineers):

☐ Section 404 (discharges into waters of the U.S.) ☐ Section 10 (work in navigable waters)

United States Coast Guard permits:

☐ Private Aids to Navigation (for non-bridge projects)

Part 11—Authorizing Signatures

Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [\[help\]](#)

11a. Applicant Signature (required) [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. CEB (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. CEB (initial)

Cindy Goulet

Applicant Printed Name



Applicant Signature

1/6/15
Date

11b. Authorized Agent Signature [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

Terence L. Thornhill Architect

Authorized Agent Printed Name



Authorized Agent Signature

01-06-15
Date

11c. Property Owner Signature (if not applicant) [\[help\]](#)

Not required if project is on existing rights-of-way or easements.

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

City of Richland

Property Owner Printed Name

 DOM 01-07-15

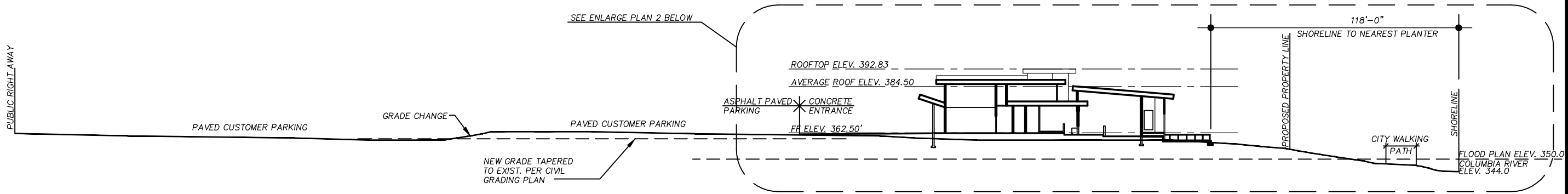
Property Owner Signature

Date

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

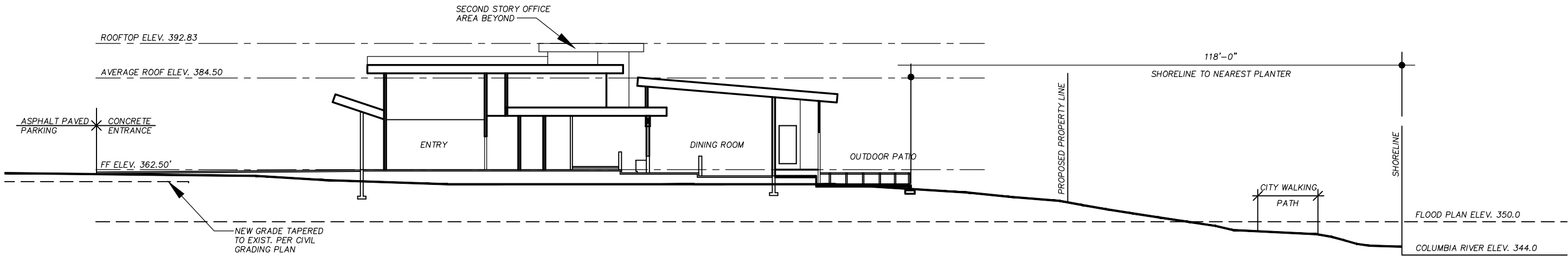
If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ENV-019-09 rev. 08/2013

EXHIBIT (3)



1 FULL SITE PLAN

1"=50'-0"



2 PARTIAL SITE PLAN

1"=25'-0"



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA
99301
509-547-8854
FAX 509-547-8912
tlt@tltarch.com

A Professional Service Corporation



MEMBER
AMERICAN INSTITUTE
OF
ARCHITECTS

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TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
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DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD
REVISION NO.
00

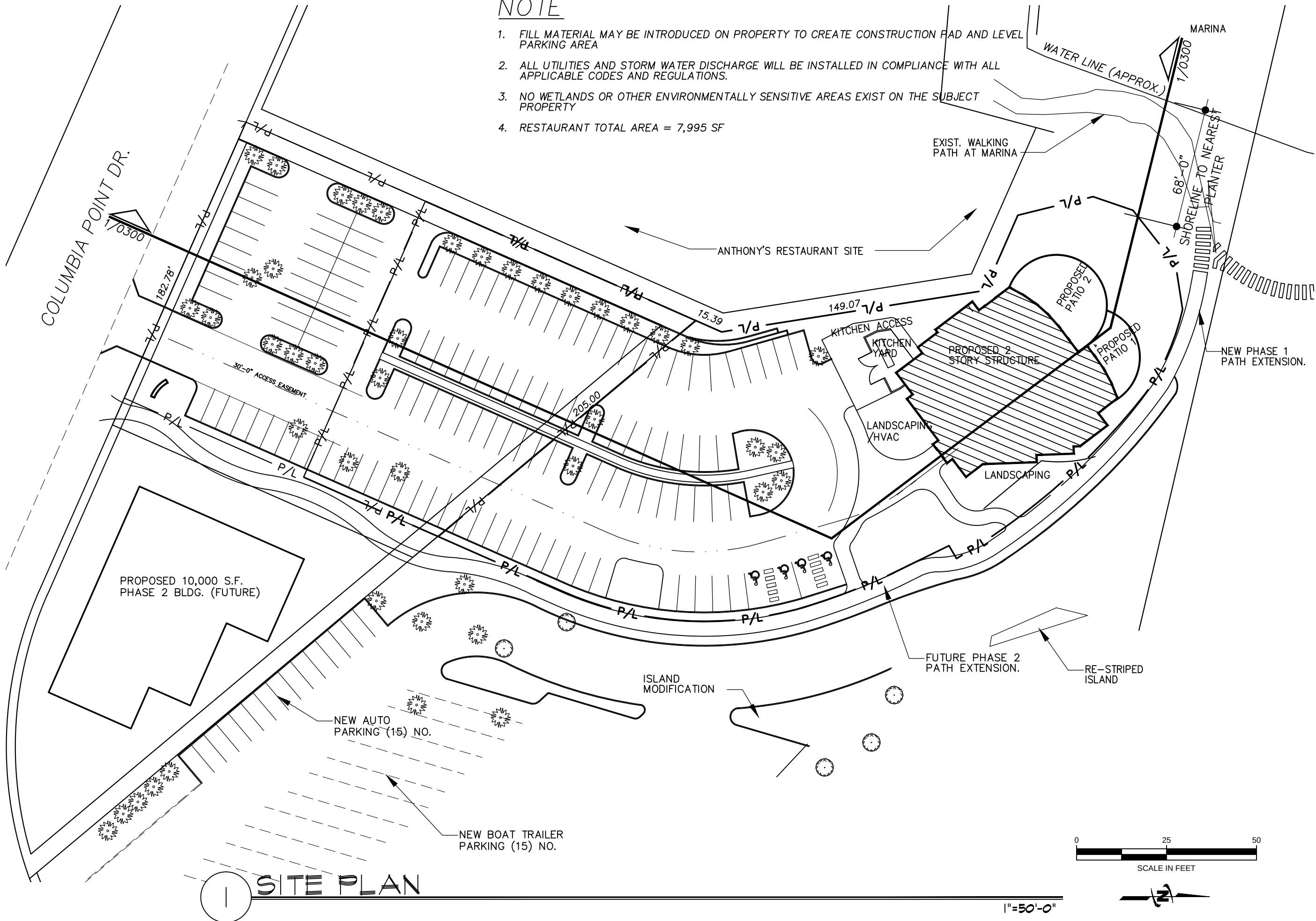


LU LU
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POINT
JARPA
SUBMITTAL
RICHLAND, WA

SITE
CROSS
SECTION

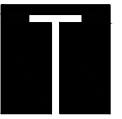
0300

214-014
JANUARY 30, 2015
JARPA-SITE04



NOTE

1. FILL MATERIAL MAY BE INTRODUCED ON PROPERTY TO CREATE CONSTRUCTION PAD AND LEVEL PARKING AREA
2. ALL UTILITIES AND STORM WATER DISCHARGE WILL BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
3. NO WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS EXIST ON THE SUBJECT PROPERTY
4. RESTAURANT TOTAL AREA = 7,995 SF



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDIFUR PARKWAY
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PASCO, WA
99301

509-547-8854
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tlt@tltarch.com

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MEMBER



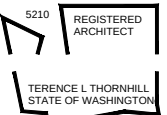
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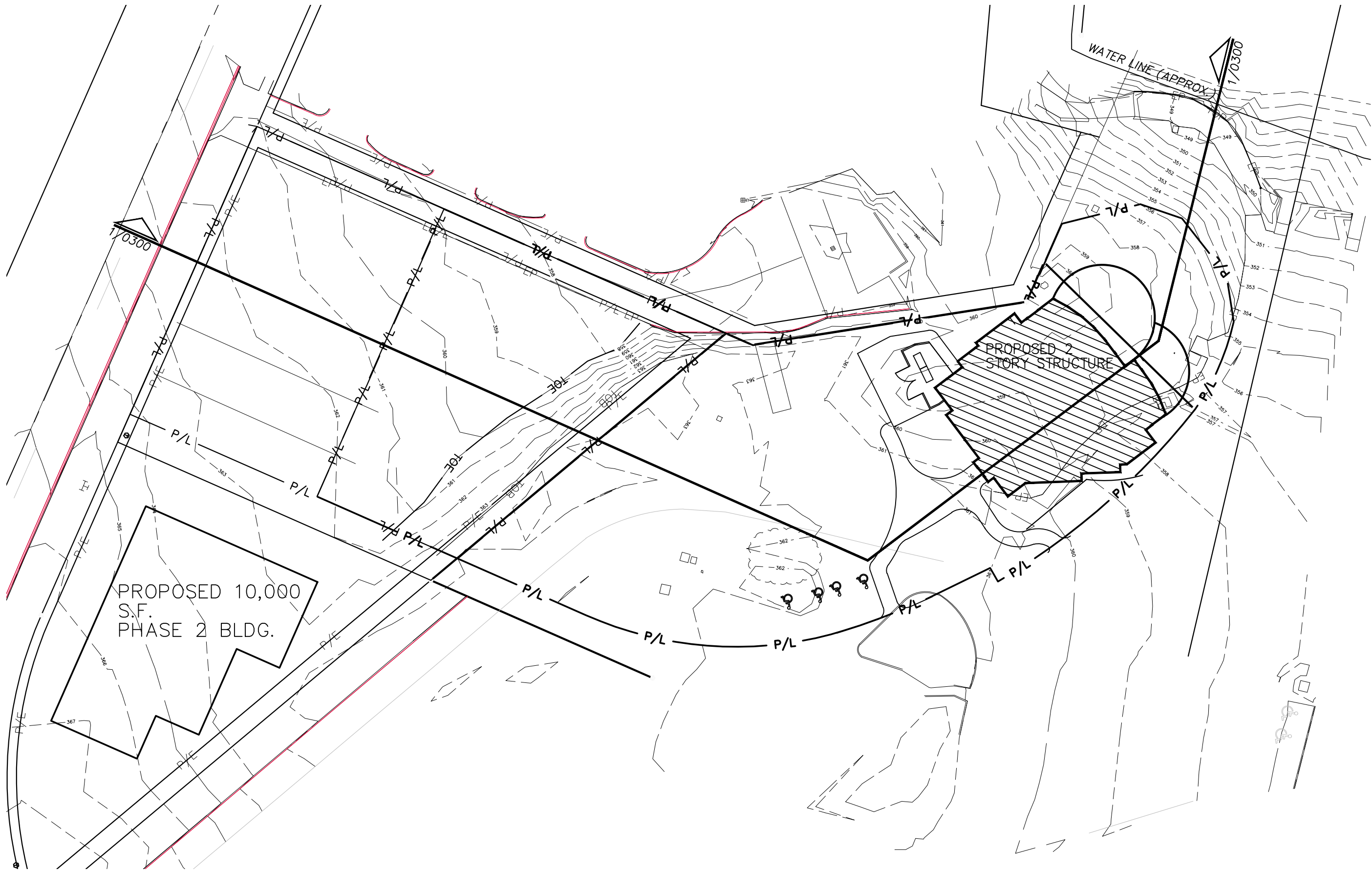


LU LU
COLUMBIA
POINT
JARPA
SUBMITTAL
RICHLAND, WA

ARCH.
SITE
PLAN

0310

214-014
JANUARY 30, 2015
JARPA-SITE04



1 SITE TOPOGRAPHICAL MAP

1"=50'-0"

0 25 50
SCALE IN FEET



TERENCE L.
THORNHILL
ARCHITECT

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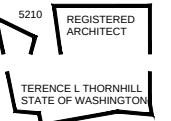
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REVISION NO.
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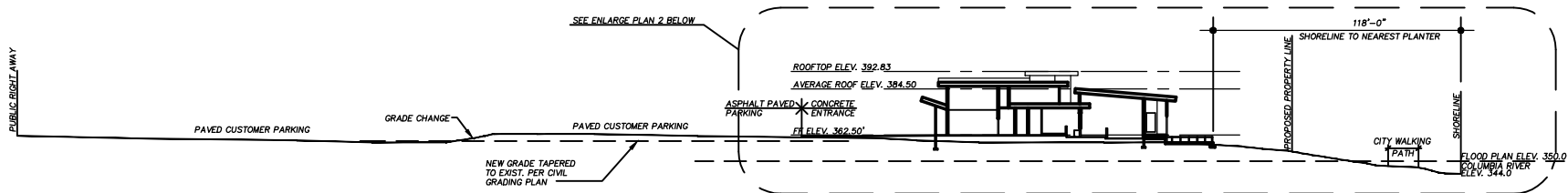


LU LU
COLUMBIA
POINT
JARPA
SUBMITTAL
RICHLAND, WA

ARCH.
SITE
PLAN

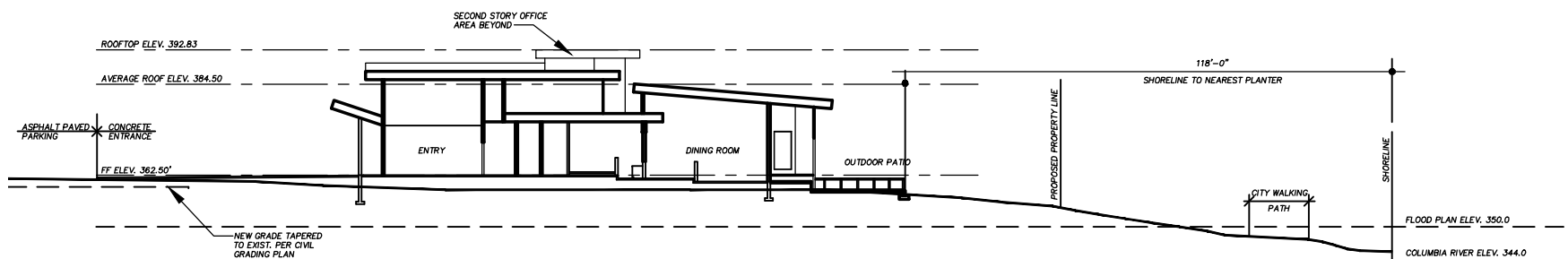
0320

214-014
JANUARY 30, 2015
JARPA-SITE04



1 FULL SITE PLAN

N.T.S.



2 PARTIAL SITE PLAN

N.T.S.



TERENCE L.
THORNHILL
ARCHITECT

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SUITE "A"
PASCO, WA
99301

509-547-8854
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tt@tlarch.com

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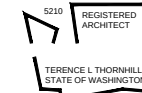
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CD

REVISION NO.



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JARPA
SUBMITTAL

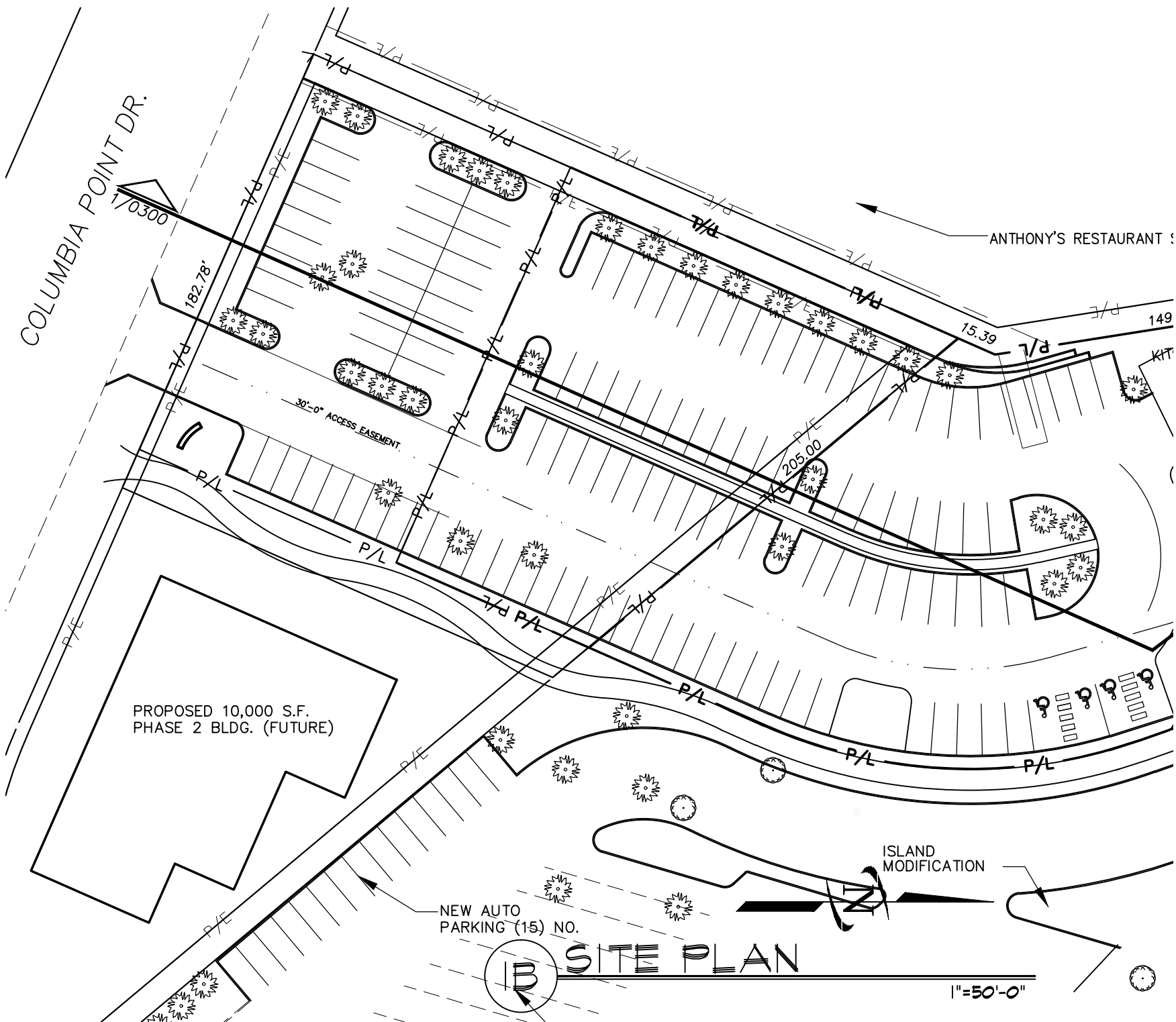
RICHLAND, WA

SITE
SECTION

0300

214-014

JANUARY 30, 2015
JARPA-SITE04



TERENCE L. THORNHILL ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA
99301

509-547-8854
FAX 509-547-8912
tlt@tltarch.com

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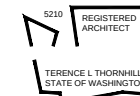
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REVISION NO.



LULU
COLUMBIA
POINT
JARPA
SUBMITTAL

RICHLAND, WA

SITE
PLAN

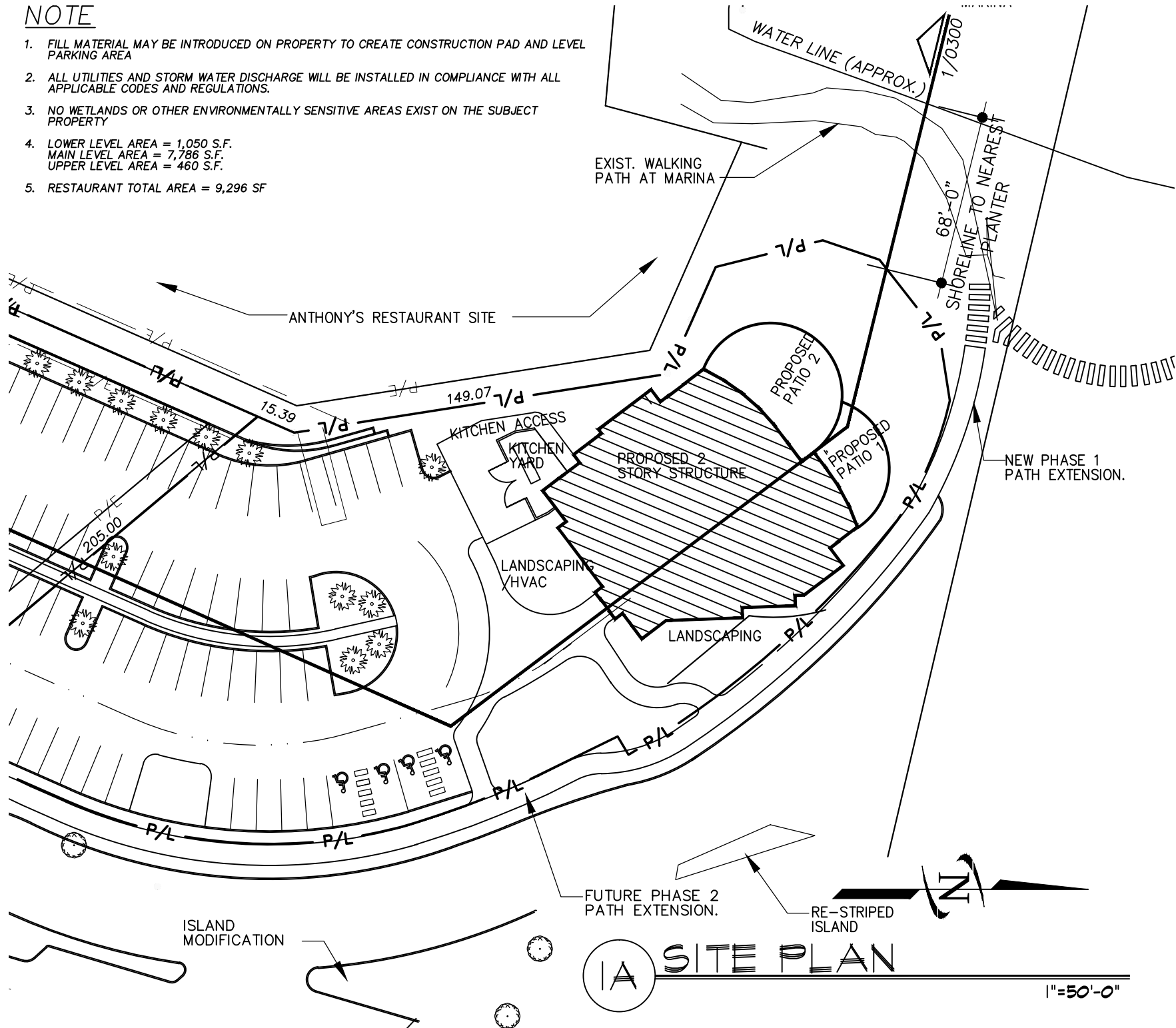
0310A

214-014

JANUARY 30, 2015
JARPA-SITE04

NOTE

1. FILL MATERIAL MAY BE INTRODUCED ON PROPERTY TO CREATE CONSTRUCTION PAD AND LEVEL PARKING AREA
2. ALL UTILITIES AND STORM WATER DISCHARGE WILL BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
3. NO WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS EXIST ON THE SUBJECT PROPERTY
4. LOWER LEVEL AREA = 1,050 S.F.
MAIN LEVEL AREA = 7,786 S.F.
UPPER LEVEL AREA = 460 S.F.
5. RESTAURANT TOTAL AREA = 9,296 SF



1A SITE PLAN

1"=50'-0"

TERENCE L. THORNHILL ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA 99301

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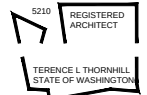
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REVISION NO.



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COLUMBIA
POINT
JARPA
SUBMITTAL

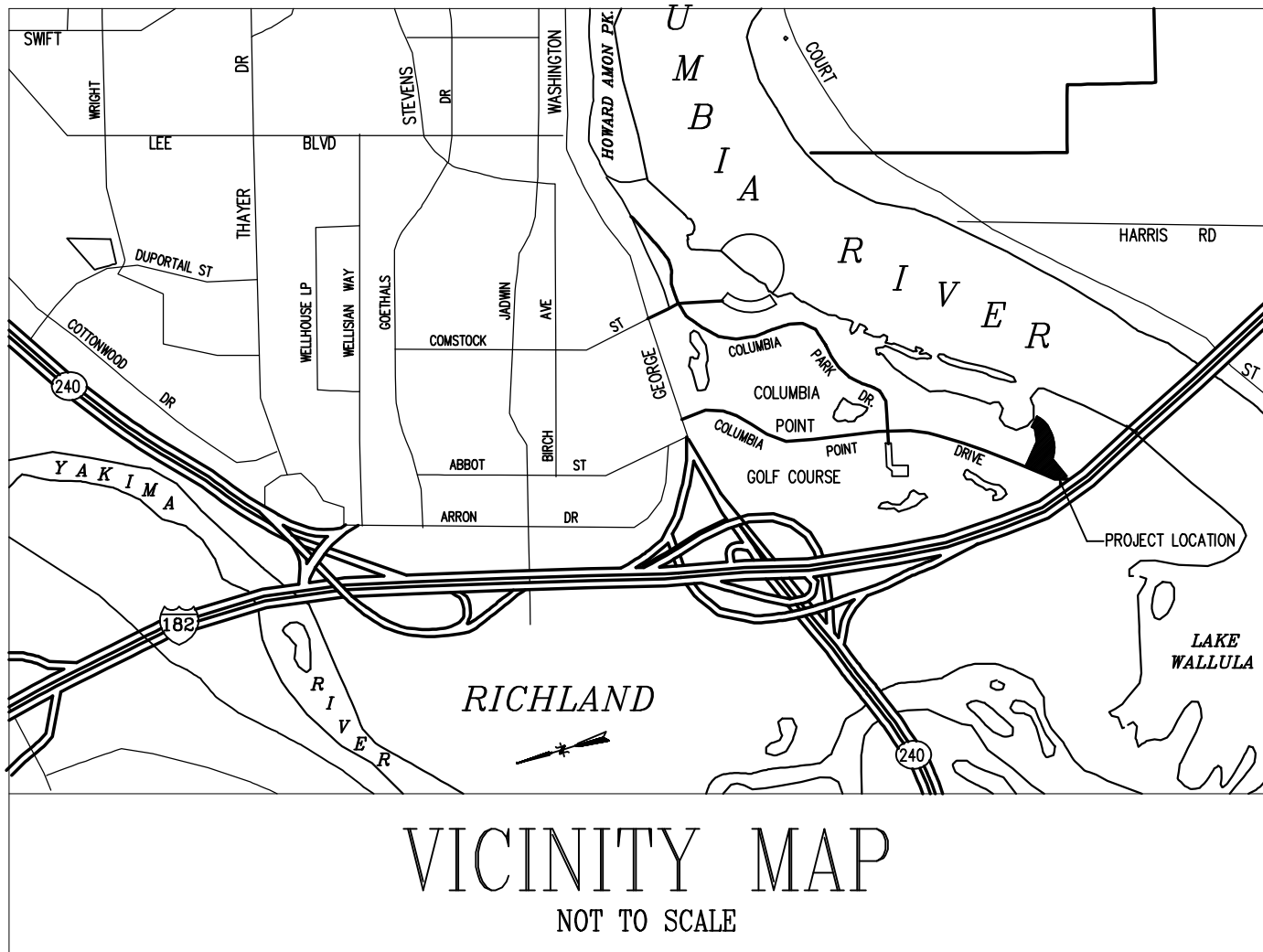
RICHLAND, WA

SITE
PLAN

0310B

214-014

JANUARY 30, 2015
JARPA-SITE04



1 SITE VICINITY MAP

N.T.S



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDFUR PARKWAY
SUITE "A"
PASCO, WA
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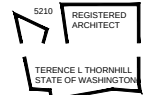
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REVISION NO.



LULU
COLUMBIA
POINT
JARPA
SUBMITTAL

RICHLAND, WA

VICINITY
SITE MAP

0330
214-014
JANUARY 30, 2015
JARPA-SITE04

EXHIBIT (4)















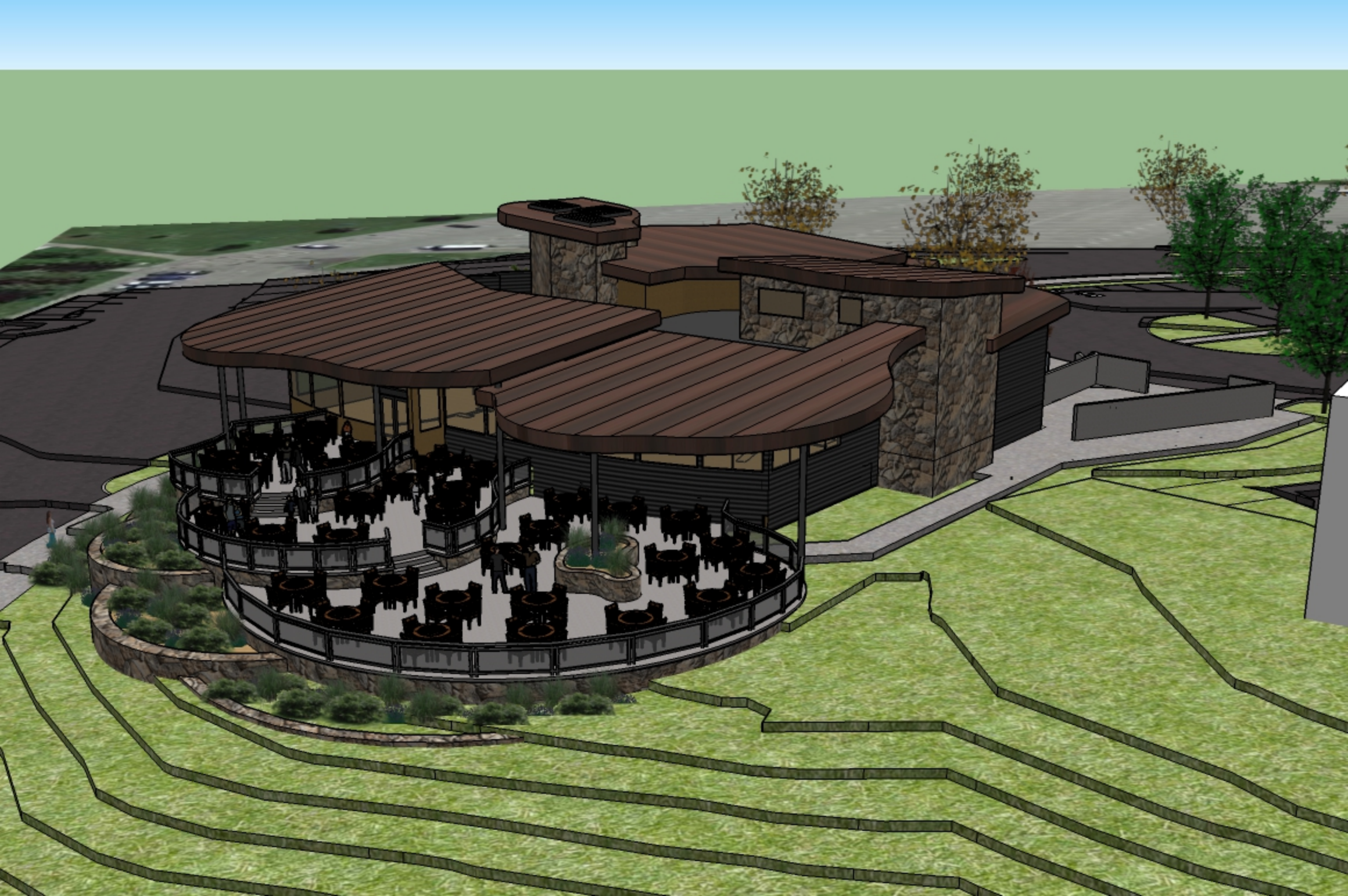


EXHIBIT (5)

Exhibit E

Dump station relocation

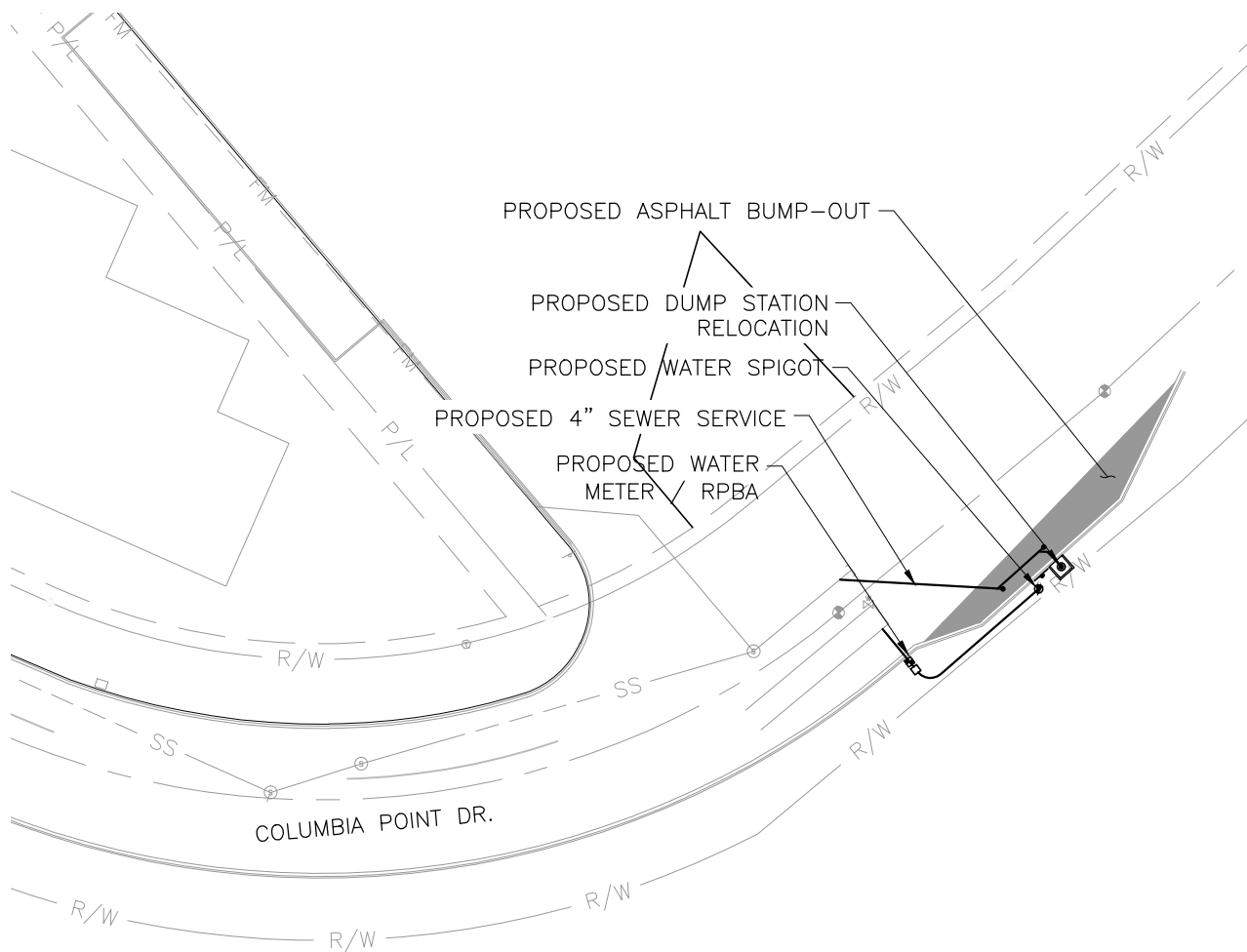
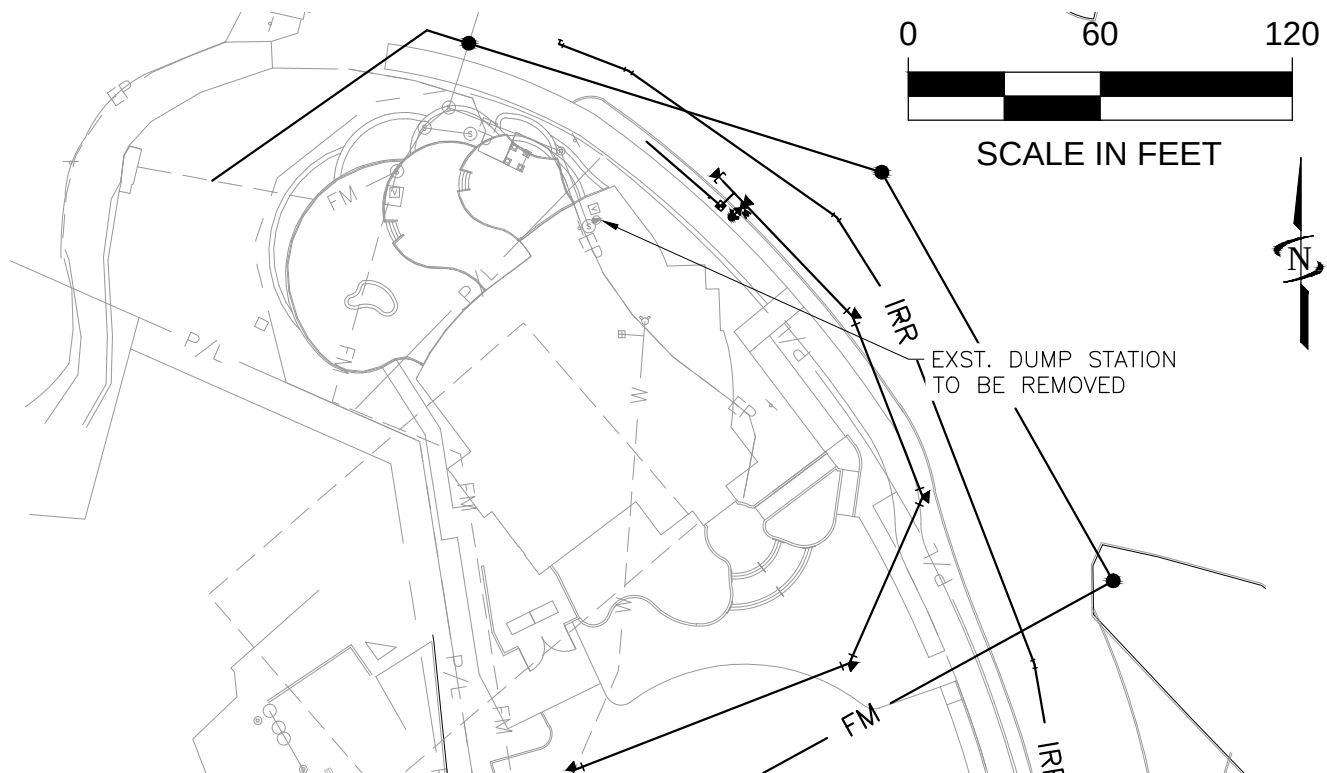


Exhibit F

Utility Vaults

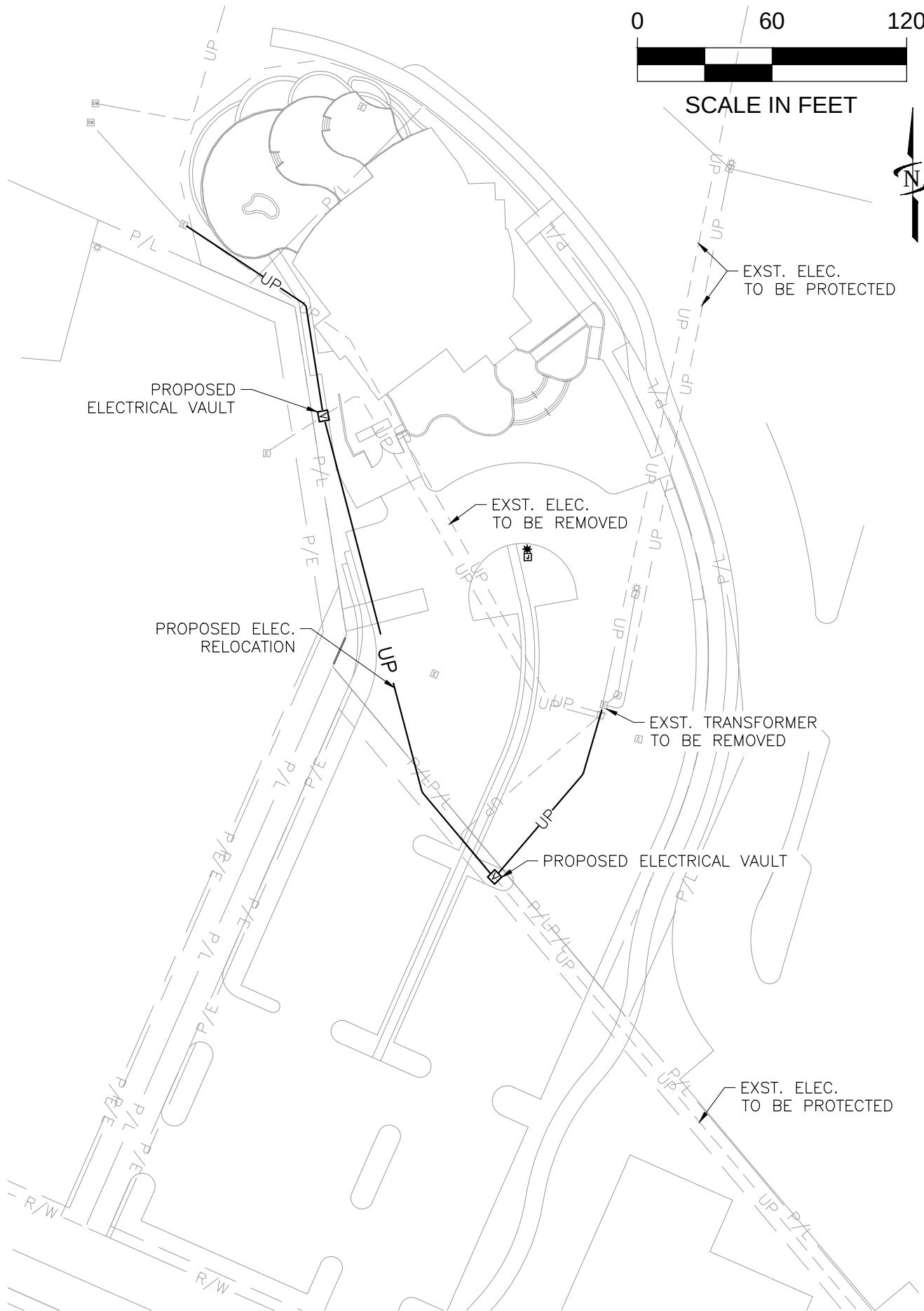
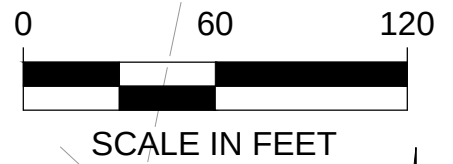


Exhibit G

Sewer Main and Pump Station

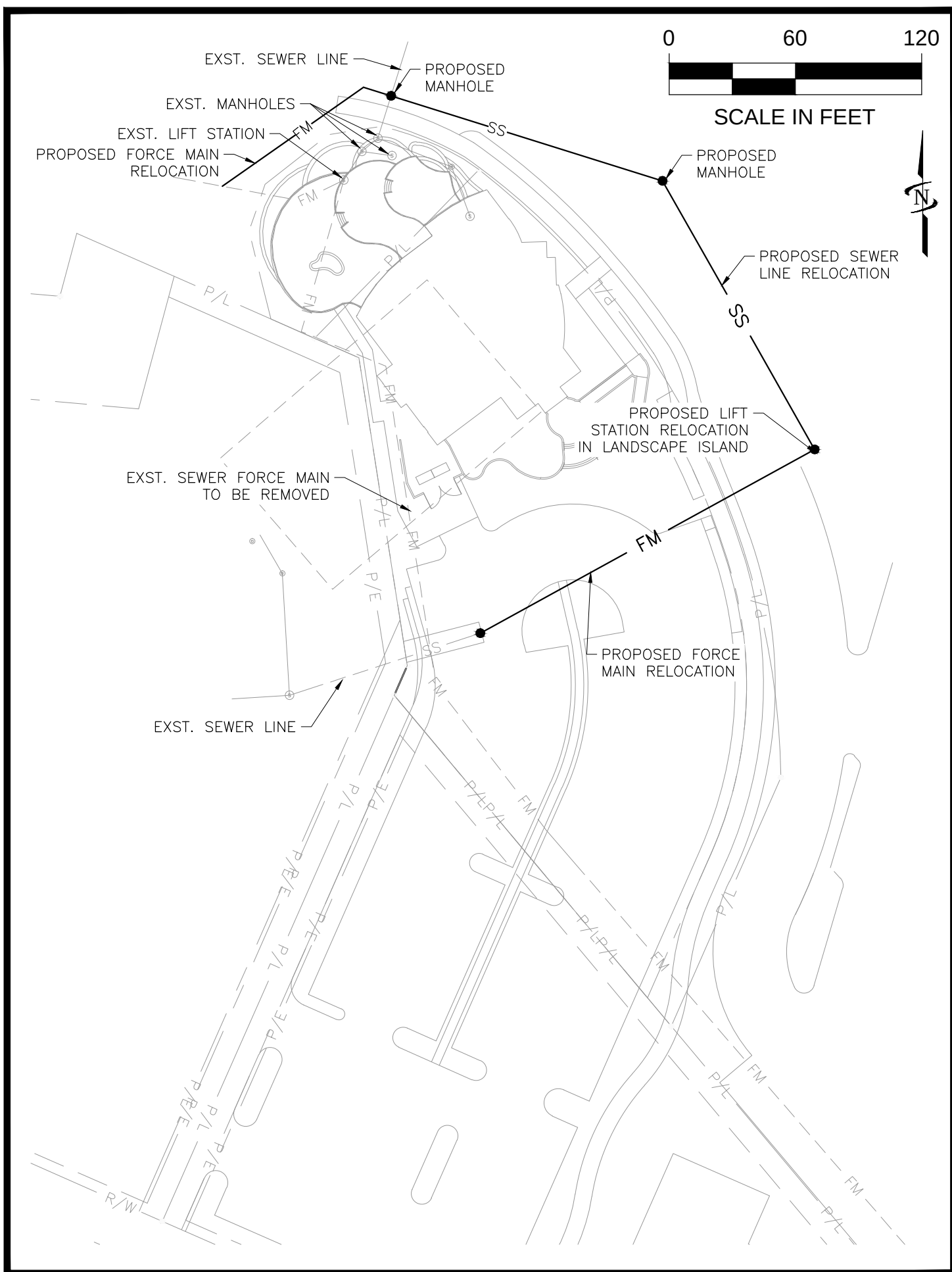


Exhibit H

Fire Hydrant, water line, and meter

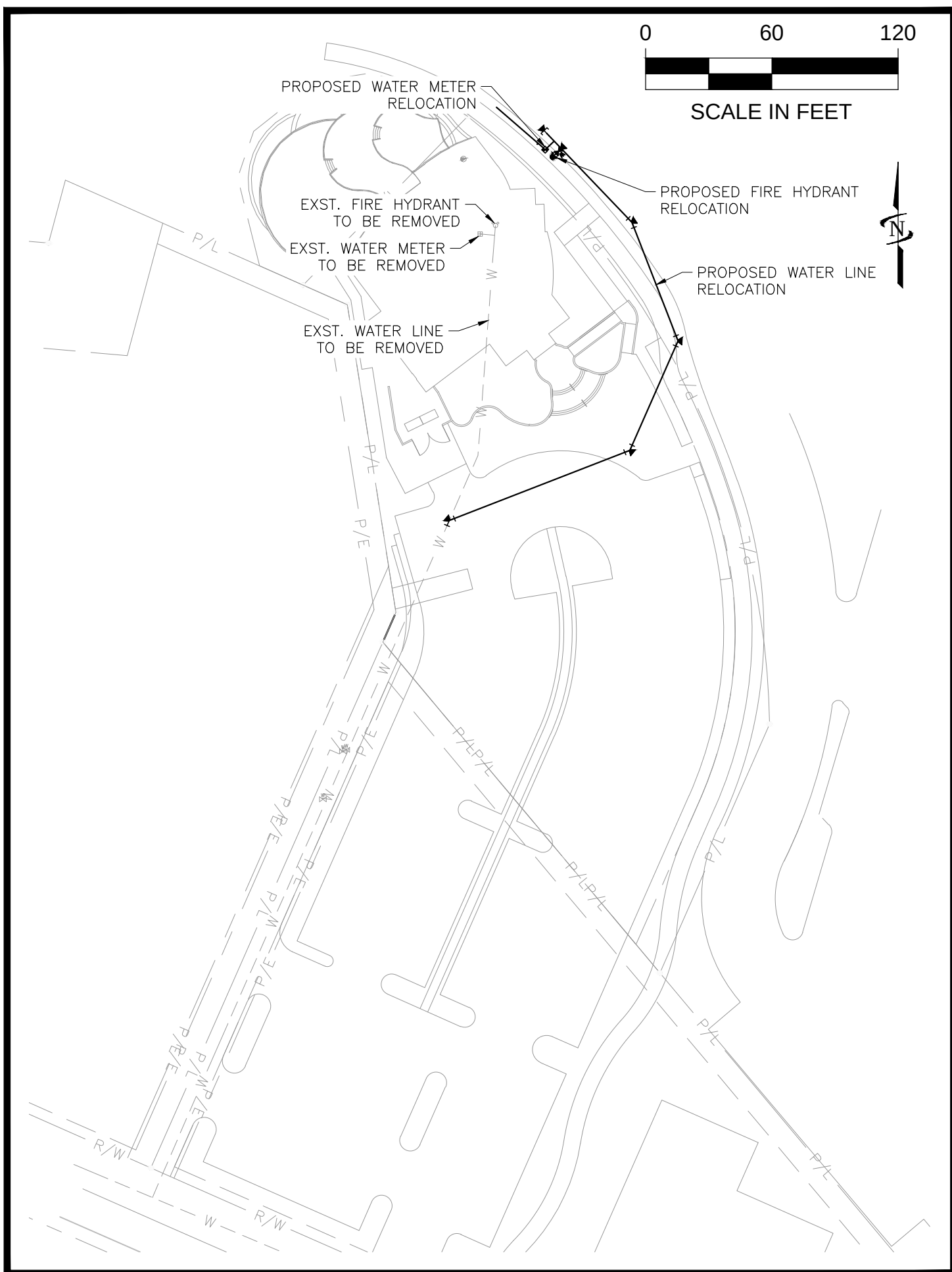


Exhibit I

Irrigation System

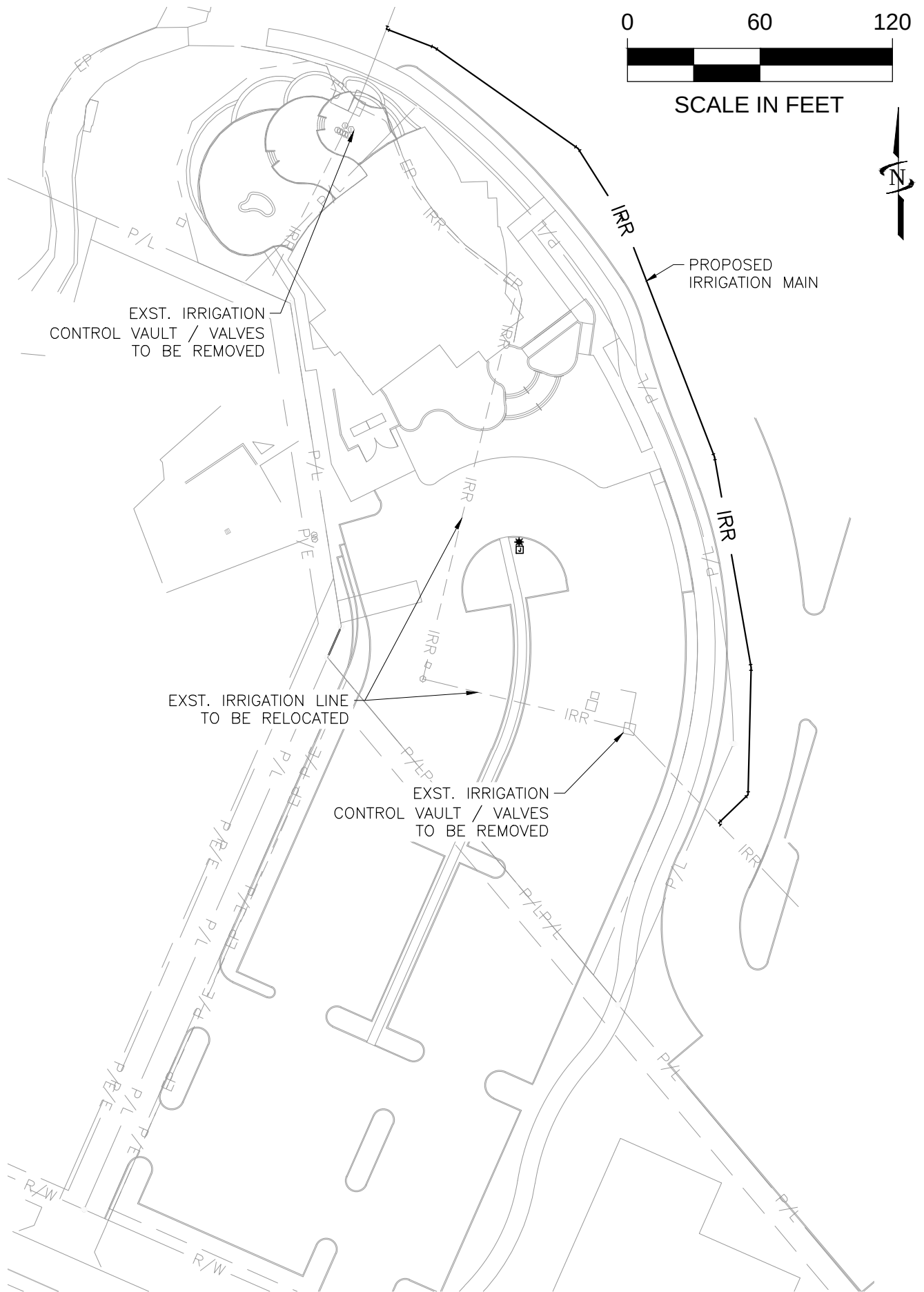
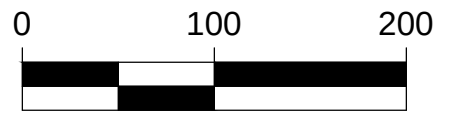


Exhibit J

Marina Parking Lot



SCALE IN FEET

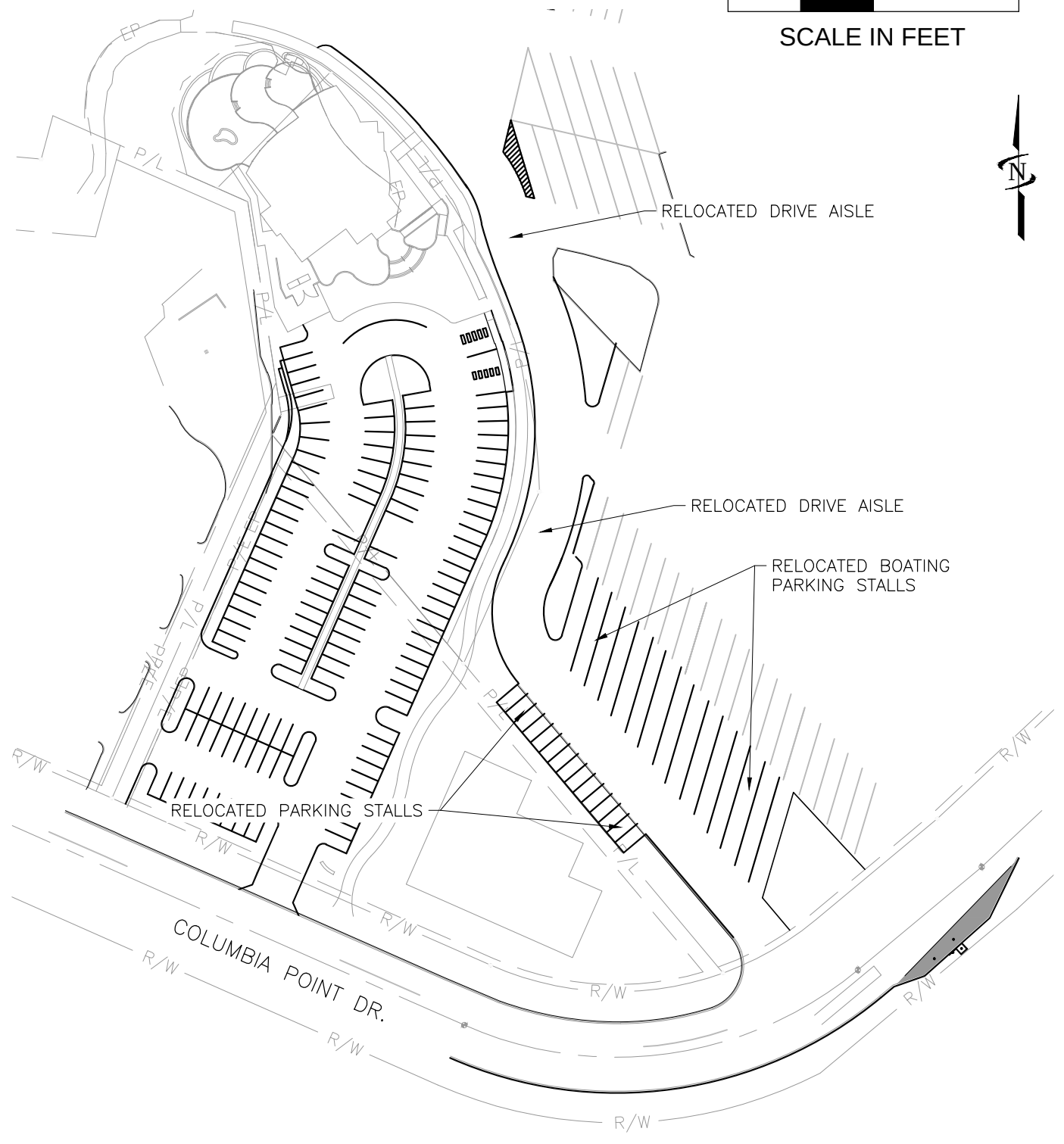


Exhibit K

Phase II Trail Improvements

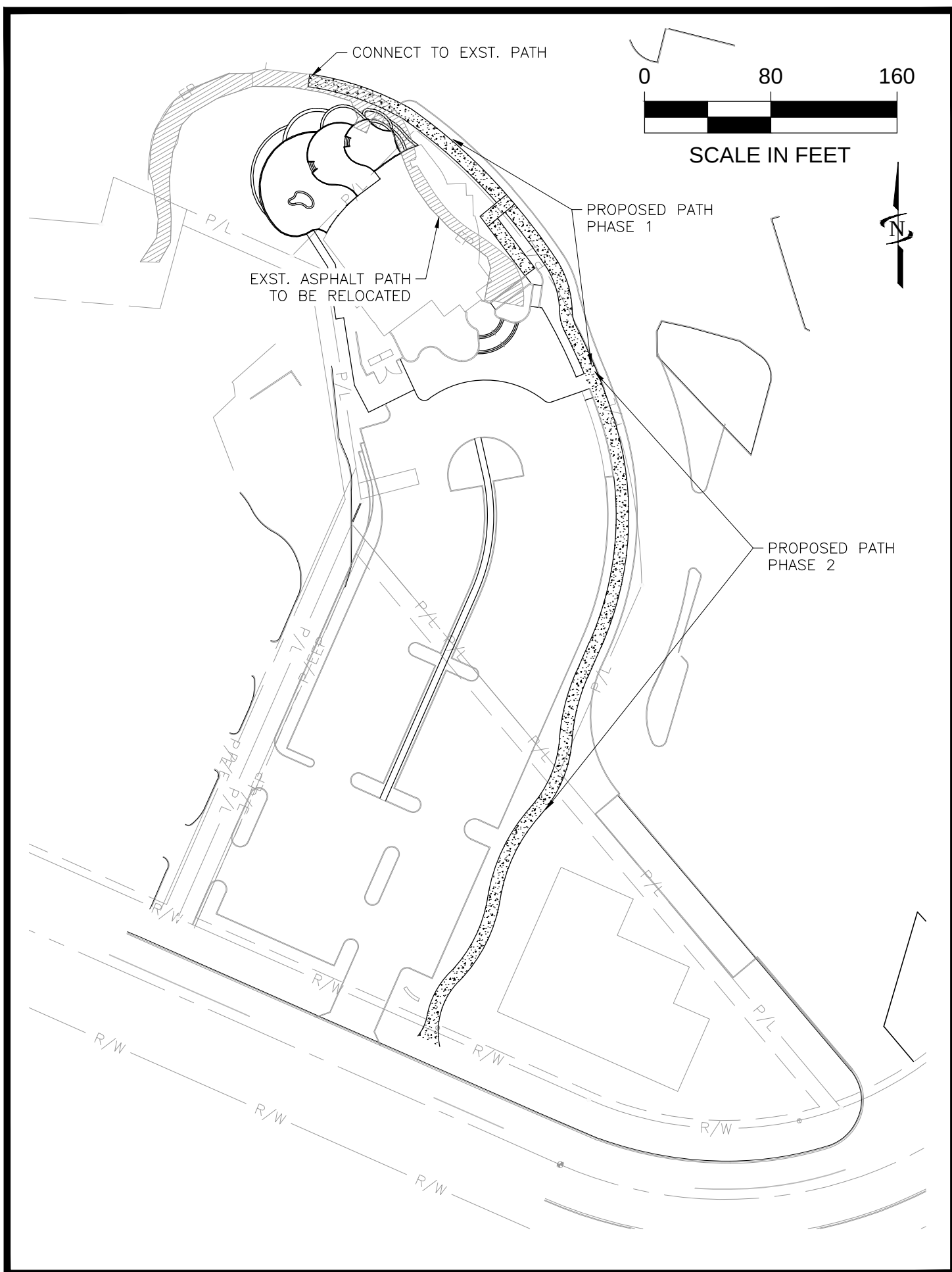


Exhibit L

Phase I Trail Improvements

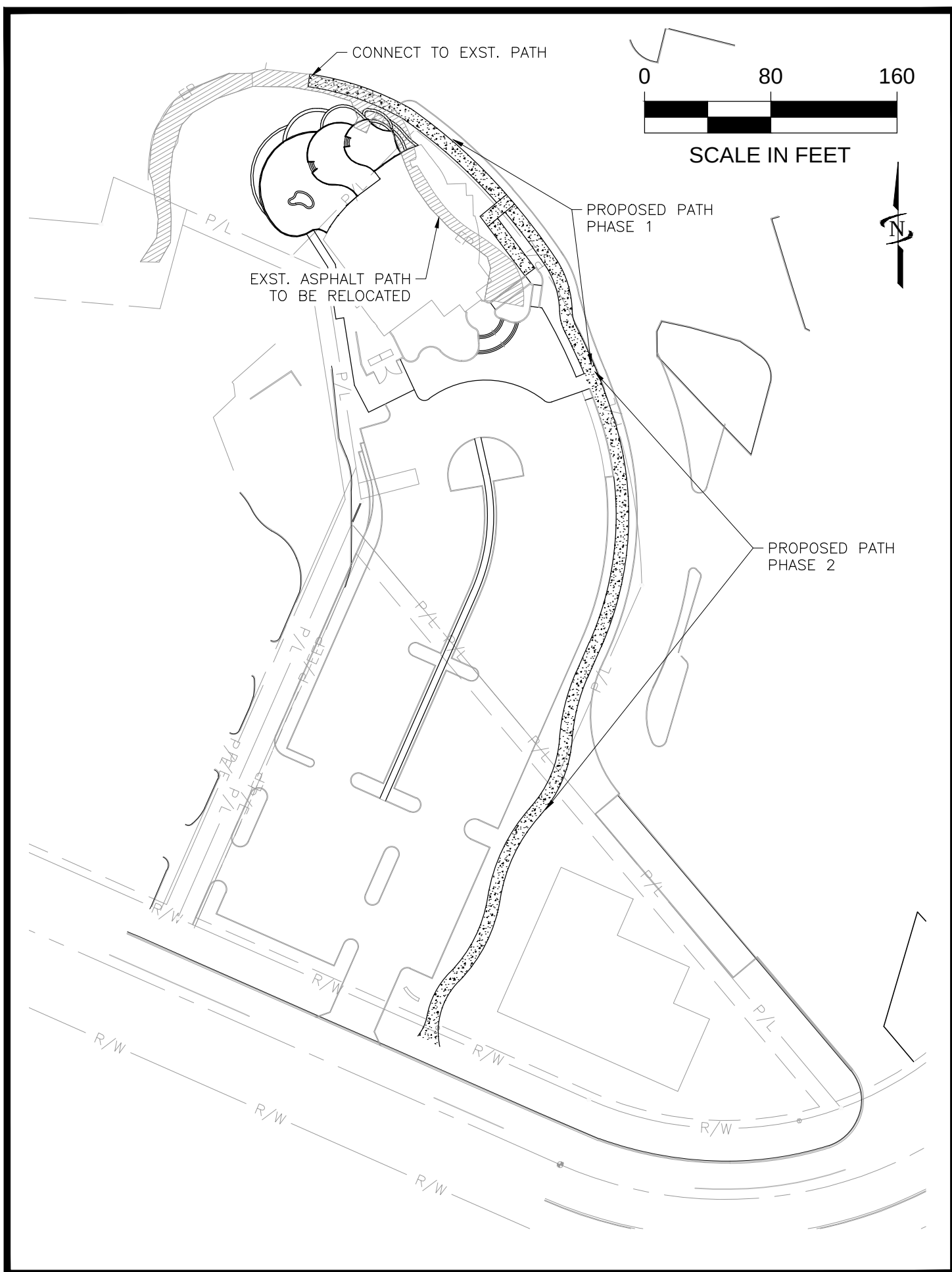


Exhibit M

Phase II Parking Lot

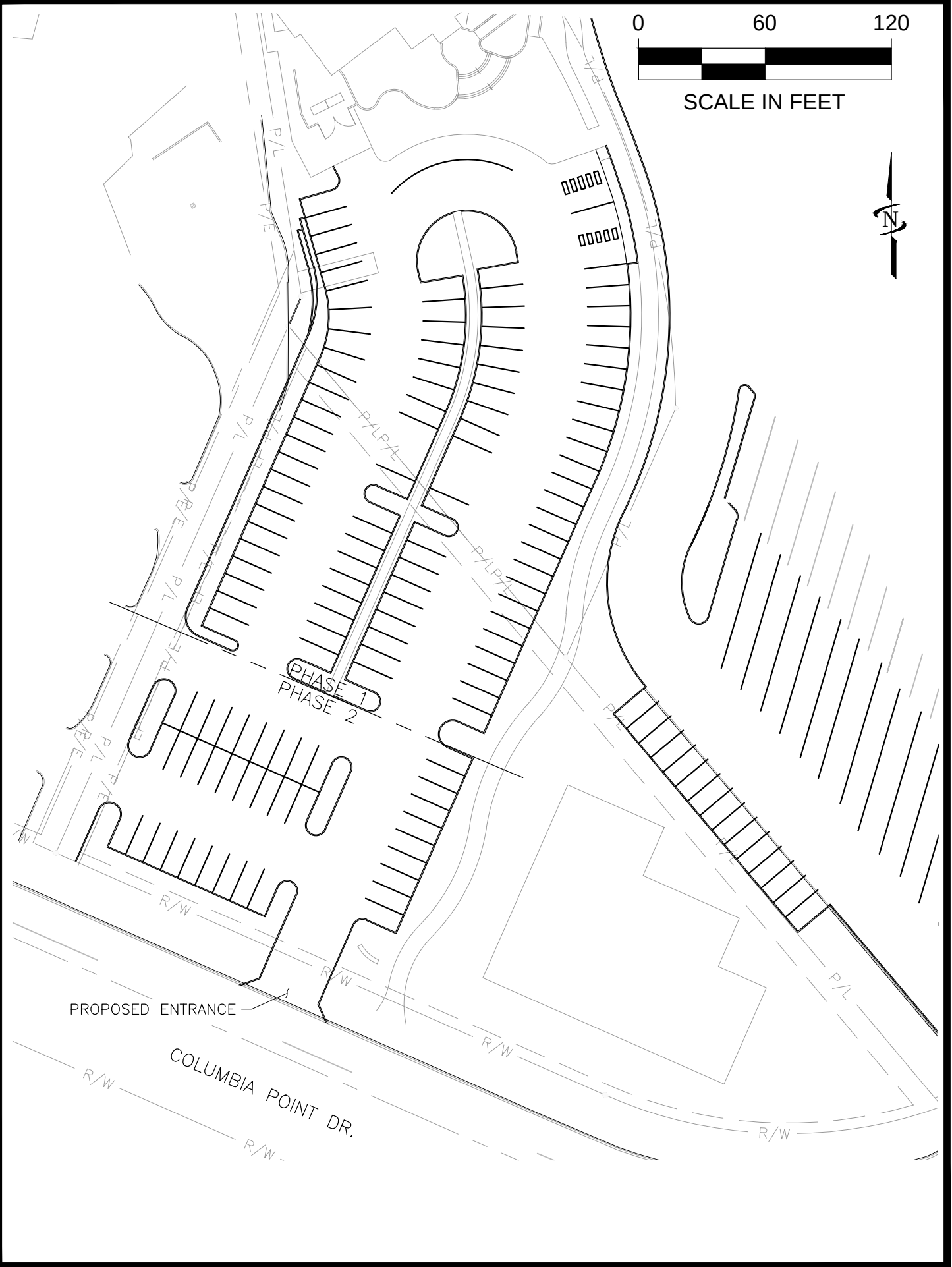
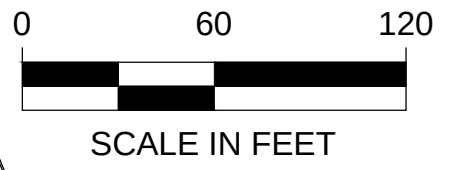


EXHIBIT (6A)

AFFIDAVIT OF MAILING

Notice of Application
Public Hearing Notice

Determination of Non-Significance

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Penny Howard, who, being first duly sworn upon oath deposes and says:

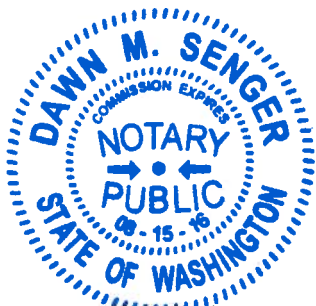
1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 13th day of Feb, 2015, I mailed a copy of the attached NOTICE OF APPLICATION and NOTICE OF PUBLIC HEARING, File No. SA2015-101 & 2015-101, to the attached list of individuals via U.S. mail on the date indicated above.

Determination of Non-Significance
EA2015-3

Penny Howard
Print Name: Penny Howard

SIGNED AND SWORN to before me this 13th day of February, 2015 by
PENNY HOWARD.



Dawn M Senger
Notary Public in and for the State of Washington,
Residing at *Benton*
My appointment expires: *8-15-2016*



NOTICES OF APPLICATION, **DETERMINATION OF NON-SIGNIFICANCE &** **PUBLIC HEARING**

Notice is hereby given that Cindy Goulet has submitted an application for a Shoreline Substantial Development Permit to construct a 2 story 8,244 gross SF restaurant at 580 Columbia Point Drive, adjacent to the City of Richland boat ramp and park. Outside seating and parking for 130 vehicles will be provided. File No. SM2015-101.

Notice is further given that Cindy Goulet submitted application to rezone 1.18 acres of the same site from Parks & Public Facilities to the Waterfront designation in support of the project. City File No. Z2015-101.

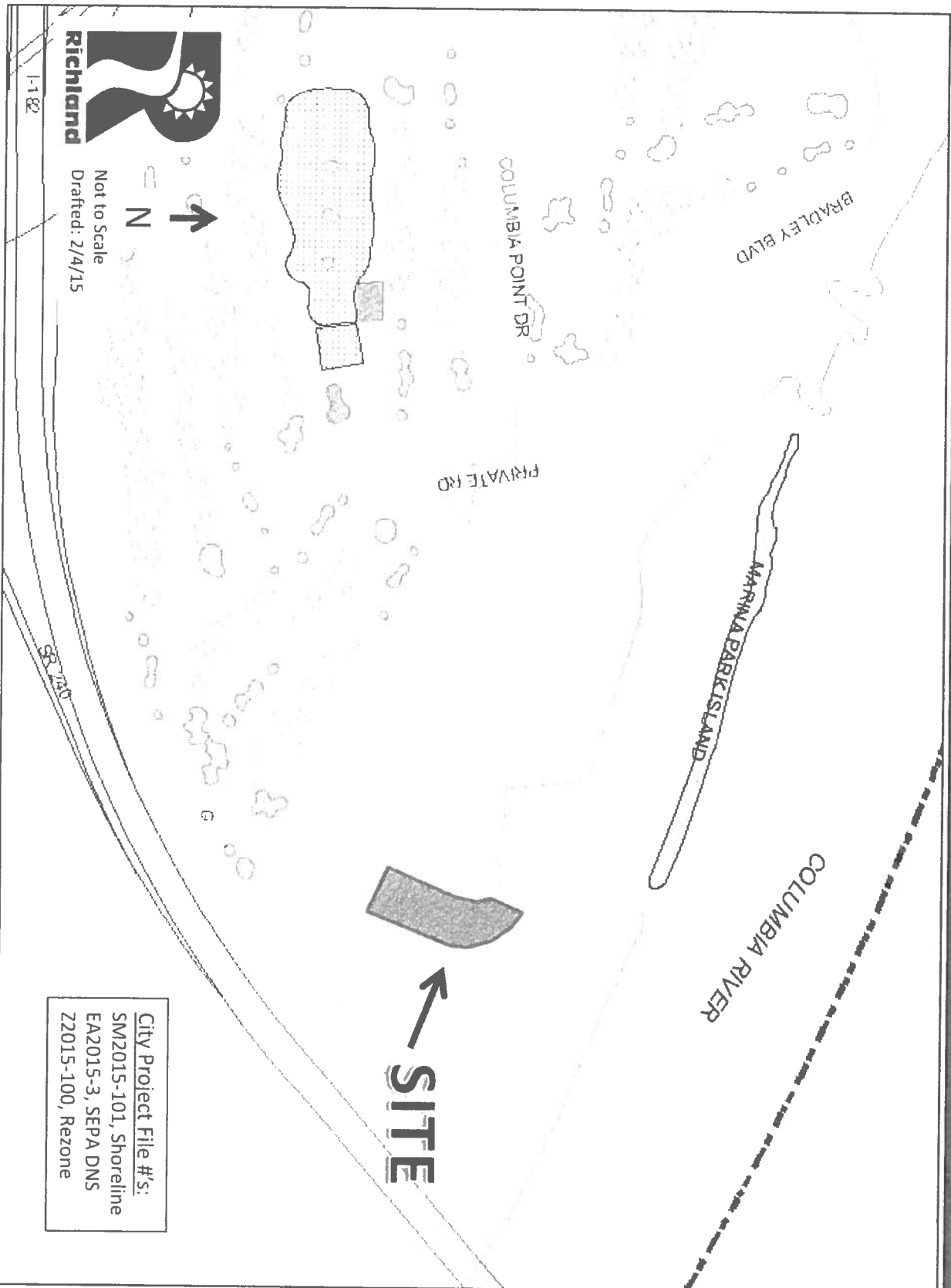
The shoreline and rezone applications will be a combined public hearing and review of the application before the City of Richland Hearing Examiner on Thursday March 12, 2015 at 6:00 P.M. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Notice is finally given that the City of Richland on February 4, 2015 issued a Determination of Non-Significance (DNS), SEPA File No. EA2015-3 for the shoreline development application. The City of Richland has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of legal notice publication.

Any person desiring more information, to express his views or to be notified of any decisions pertaining to these applications should notify, prior to the hearing date, Aaron Lambert, Senior Planner, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7587, alambert@ci.richland.wa.us.

AARON LAMBERT,
SENIOR PLANNER

VICINITY MAP — Shoreline Substantial Development Permit & Rezone. Lulu's Restaurant, 580 Columbia Point Drive.



Last Name	First Name	Business Name	Address 1	City	State	Zip
ARRELL	RICHARD	MAD ANTHONY'S INC	10213 NE 28TH CT	VANCOUVER	WA	98686
		CITY OF RICHLAND,	PO BOX 3805	BELLEVUE	WA	98009
			PO BOX 190	RICHLAND	WA	99352-0190
RICHLAND HOSPITALITY LLC			2390 TOWER DR	MONROE	LA	71201
GOULET	CINDY	LULU COLUMBIA POINT	4109 WESTLAKE CT.	WEST RICHLAND	WA	99353
THORNHILL	TERRENCE	TERRENCE L. THORNHILL / 9221 SANDIFUR PARKWAY, SUITE A		PASCO	WA	99301

EXHIBIT (6B)

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Aaron Lambert**, who, being first duly sworn upon oath deposes and says:

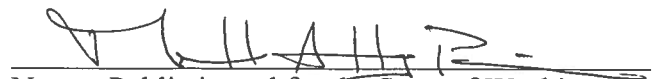
1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 13th day of February, 2015, I posted the attached NOTICE OF APPLICATION, SEPA DETERMINATION and PUBLIC HEARING, File Number(s): SM2015-101 & Z2015-101 on the property at: 580 Columbia Point Drive, Richland, WA,
PIN #: 113983012726004


Aaron Lambert

SIGNED AND SWORN to before me this 13 day of FEBRUARY, 20 15 by
AARON LAMBERT.




Notary Public in and for the State of Washington,
Residing at BENTON COUNTY
My appointment expires: 08/01/2018



NOTICES OF APPLICATION, DETERMINATION OF NON-SIGNIFICANCE & PUBLIC HEARING

Notice is hereby given that Cindy Goulet has submitted an application for a Shoreline Substantial Development Permit to construct a 2 story 8,244 gross SF restaurant at 580 Columbia Point Drive, adjacent to the City of Richland boat ramp and park. Outside seating and parking for 130 vehicles will be provided. File No. SM2015-101.

Notice is further given that Cindy Goulet submitted application to rezone 1.18 acres of the same site from Parks & Public Facilities to the Waterfront designation in support of the project. City File No. Z2015-101.

The shoreline and rezone applications will be a combined public hearing and review of the application before the City of Richland Hearing Examiner on Thursday March 12, 2015 at 6:00 P.M. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Notice is finally given that the City of Richland on February 4, 2015 issued a Determination of Non-Significance (DNS), SEPA File No. EA2015-3 for the shoreline development application. The City of Richland has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of legal notice publication.

Any person desiring more information, to express his views or to be notified of any decisions pertaining to these applications should notify, prior to the hearing date, Aaron Lambert, Senior Planner, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7587, alambert@ci.richland.wa.us.

AARON LAMBERT,
SENIOR PLANNER

VICINITY MAP — Shoreline Substantial Development Permit & Rezone. Lulu's Restaurant, 580 Columbia Point Drive.

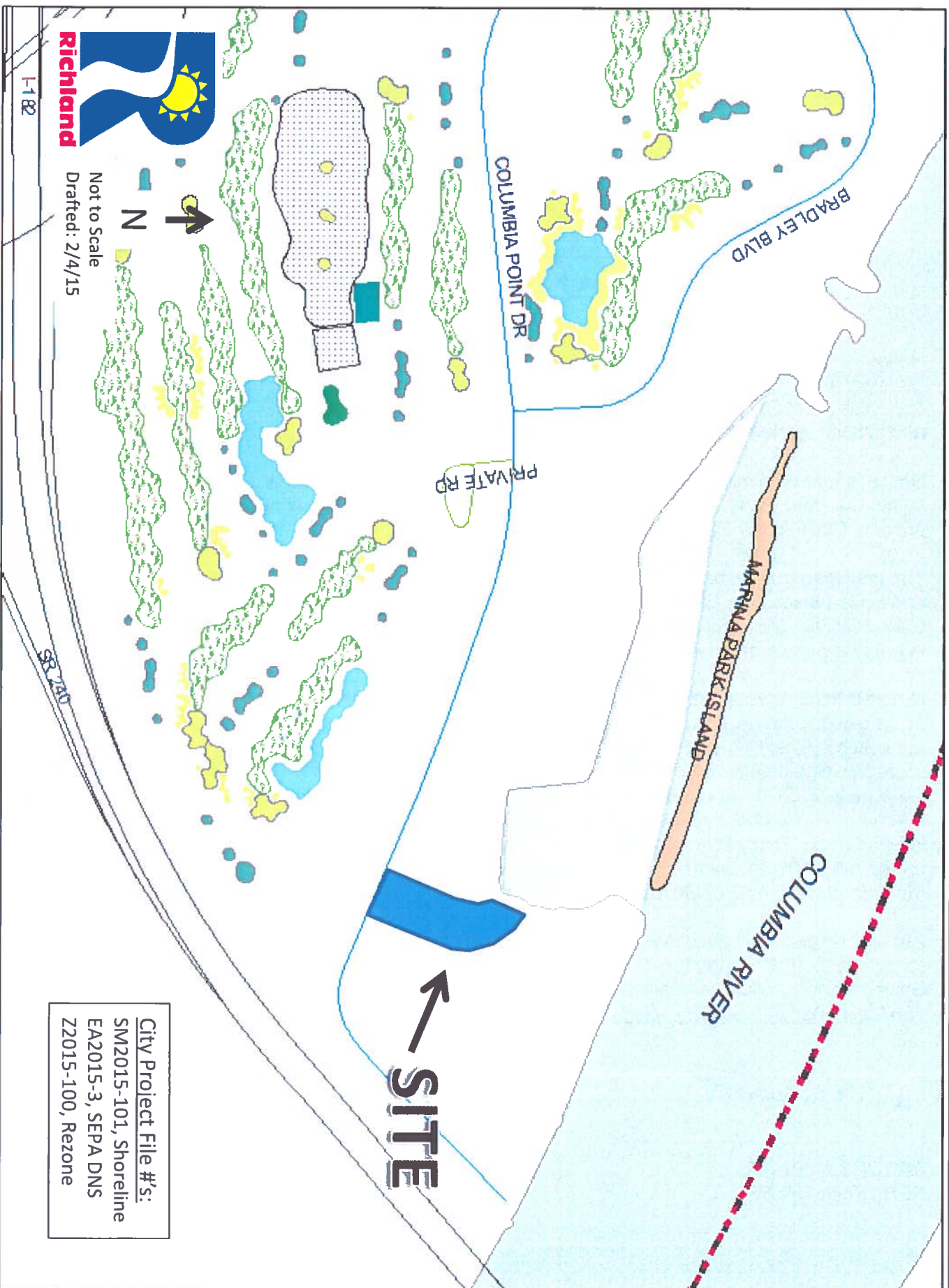


EXHIBIT (6C)

AFFIDAVIT OF PUBLISHING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Aaron Lambert**, who, being first duly sworn upon oath deposes and says:

- 1. I am an employee in the Planning & Development Department for the City of Richland.
- 2. On the 15th day of February, 2015, I requested that the Tri-City Herald Newspaper publish the NOTICE OF Public Hearing, File No.'s Z2015-101 & SM2015-101 in the legal ads for the rezone and shoreline permit request for a proposed restaurant at 580 Columbia Point Drive.


Print Name: Aaron Lambert

SIGNED AND SWORN to before me this 03 day of MARCH, 2015 by
AARON LAMBERT.




Notary Public in and for the State of Washington,
Residing at COUNTY OF BENTON
My appointment expires: 08-01-2015

**CITY OF RICHLAND
NOTICE OF PUBLIC HEARING**

Applicant: Cindy Goulet, LuLu's Columbia Point. **Applications/Request:** Rezone of 1.18 acres from parks & public facilities to waterfront and approval of a shoreline substantial development permit to construct a 2 story 8,244 gross SF restaurant and parking for 130 vehicles. City file #'s Z2015-101/SM2015-101. **Location:** 580 Columbia Point Drive. **Hearing Date & Location:** Thursday, March 12, 2015, 6:00 P.M in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing. **Contact:** Aaron Lambert, Senior Planner, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7587, alambert@ci.richland.wa.us.

EXHIBIT (7)



File No. EA2015-3

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: Construction of a 2 story 8,244 gross SF restaurant at 580 Columbia Point Drive. Outside seating and parking for 130 vehicles will be provided. The development will require approval of a Shoreline Substantial Development permit, currently in review under City file no. SM2015-101 and possibly other permits required by other agencies through the JARPA review process.

Proponent: Cindy Goulet

Location of Proposal: Undeveloped site between Anthony's Restaurant and the City of Richland boat ramp and park. The site is addressed at 580 Columbia Point Drive.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency including a JARPA application. This information is available to the public on request.

- () There is no comment for the DNS.
- (X) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from February 4, 2015. Comments must be submitted by February 18, 2015.
- () This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Rick Simon

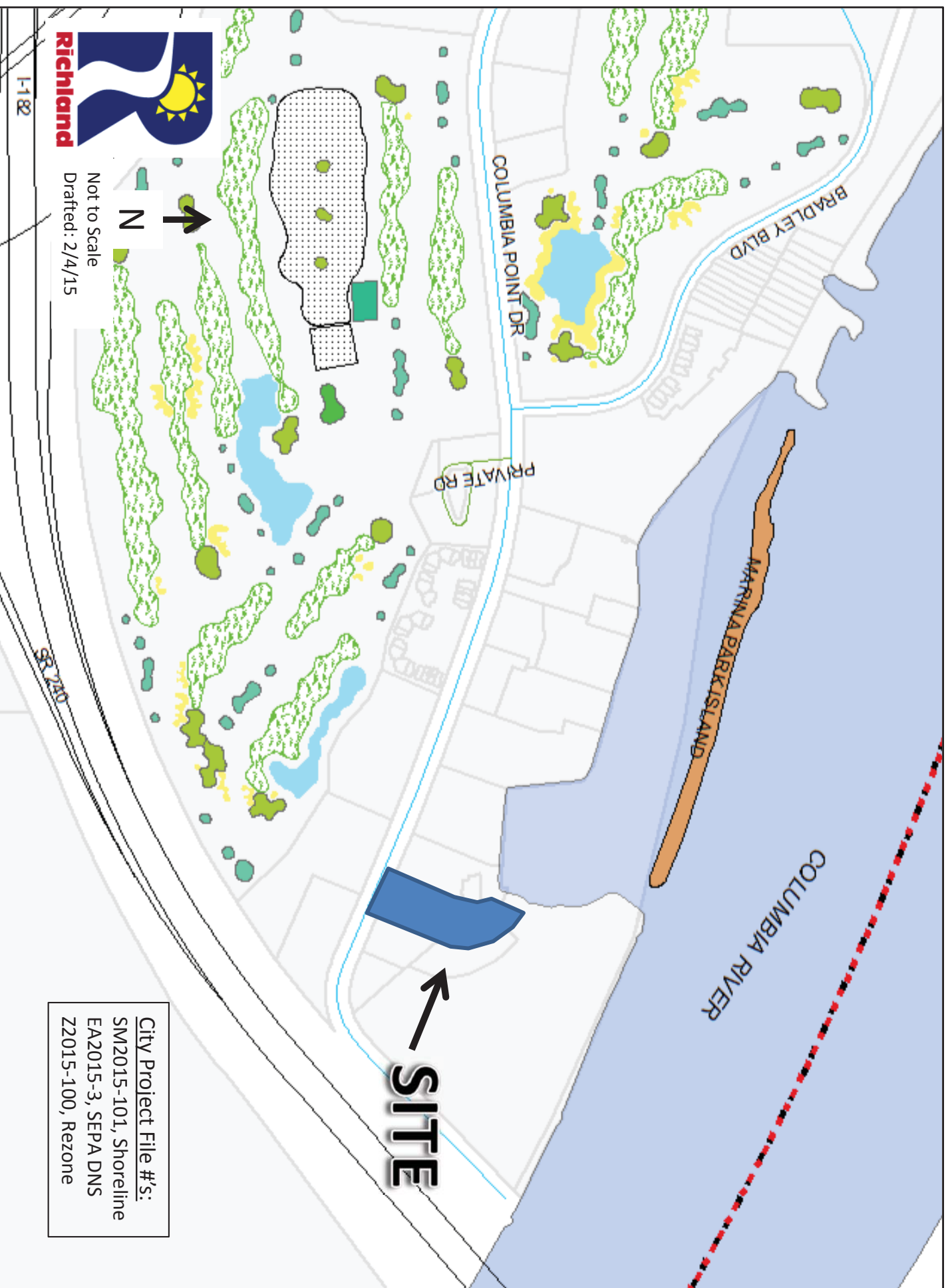
Position/Title: Development Services Manager

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

Date: February 4, 2015

Signature _____

VICINITY MAP — Shoreline Substantial Development Permit & Rezone. Lulu's Restaurant, 580 Columbia Point Drive.



**CITY OF RICHLAND****COMMUNITY & DEVELOPMENT SERVICES**

Current Planning PHONE 509/942-7794 FAX 509/942-7764

State Environmental Policy Act ChecklistFile Number EA2015-3**Purpose of Checklist**

The State Environmental Policy Act (SEPA), Chapter 43.21 C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Applicant Instructions

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answers, or if a question does not apply to your proposal, write do not know or does not apply. Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have any problems, the governmental agencies can assist you.

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

Use of Checklist for Nonproject Proposals

Complete this checklist for non project proposals, even though questions may be answered does not apply. In addition, complete the Supplemental Sheet for Nonproject Actions (Part D).

For nonproject actions, the references in the checklist to the words project, applicant, and properly or site should be read as proposal, proposer, and affected geographic area, respectively.

Part A • Background

Name of proposed project, if applicable:
LuLu Columbia Point

Applicant's Name/Contact Person | Phone
Cindy Goulet

(509) 727-5458

Address
4109 Westlake Ct

City
West Richland

State
WA

Zip
99353

No City
comments
on this
page.

Date Checklist Prepared January 30, 2015	Agency Requesting Checklist City of Richland
Proposed timing or schedule (including phasing, if applicable) Preliminary site work – March 2015 – April 2015 Construction – May 2015 – November 2015	
If you have future plans for additions, expansion, or further activity related to or connected with this proposal, please explain: No	
List any environmental information you know about that has been prepared, directly related to this proposal: None known	
Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, please explain: No	
Are you aware of any government approval or permits that will be needed for your proposal? If known, please explain: Yes Shoreline Management Substantial Development Permit – City of Richland and State Department of Ecology, US Army Corps of Engineers (Flood Plain)	
Give a brief description of your proposal, including the proposed uses and size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal, you need not list them now. Construction of an 8,244 SF, 2-story restaurant with attendant site work, parking lot development, patio area development, etc. 8,019 SF main, 225 SF upper	
Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, section, township, and range, if known. If a proposal will occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if available. While you should submit any plans required by the agency, you are required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. The project is located at 580 Columbia Point Dr., Richland, WA 99352. ¼ section, SW; Section 13; Township,9; Range, 28	

TO BE COMPLETED BY APPLICANT	For Agency Use Only
Part B • Environmental Elements	City Planning concurs with this page.
Earth	
General description of the site (check one): Flat ☒ Hilly ☐ Mountainous ☐ Rolling ☐ Steep Slopes ☐ Other:	
What is the steepest slope on the site (approximate percent slope)? 1%	
What general types of soils are found on the site (for example, clay, gravel, muck, peat, sand)? Poorly graded gravel mixed with sand and silt.	
If you know the classification of agricultural soils, specify them and note any prime farmland: No	
Are there surface indications or history of unstable soils in the immediate Vicinity? Yes ☐ No ☒ If so, describe:	
Describe the purpose, types, and approximate quantities of any filling or grading proposed, and indicate source of fill: No fill required. Design for site will balance existing material over property	
Could erosion occur as a result of clearing, construction, or use? Yes ☐ No ☒ If so, generally describe:	
Could erosion occur as a result of clearing, construction, or use: Yes ☐ No ☒ If so, generally describe:	
About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? 75%	

Air	For Agency Use Only
Check the types of emissions to the air that would result from the proposal during construction and when the project is completed: Automobile ☐ Dust ☒ Industrial Wood Smoke ☐ Odors ☐ If any, generally describe and give approximate quantities, if known. During the construction of this project, the primary air quality concern will be dust control. In order to address this concern, the Contractor will be required to carry out a regular program of watering any and all exposed surfaces, which could become the source of a dust problem. None of the other types of air pollution outlined in the question above is expected to be a significant problem.	City Planning concurs with this page.
Are there any off-site sources of emissions or odor that may affect your proposal? Yes ☐ No ☒ If so, generally describe:	
Proposed measures to reduce or control emissions or other impacts to air, if any: None proposed beyond dust control identified above	
Water	
Surface	
Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? Yes ☒ No ☐ If yes, describe type and provide names: The proposed development is located on the Columbia River Shoreline. There are no other natural streams or tributaries, which enter the Columbia River within the boundaries of the proposed development.	
If appropriate, state what stream or river it flows into:	
Will the project require any work over, in, or adjacent to (within 200-feet) of the described waters? Yes ☒ No ☐ If yes, please describe and attach available plans: See attached plans.	
Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected, indicating the source of fill materials: None	
Will the proposal require surface water withdrawals or diversions? Yes ☐ No ☒ Give general description, purpose, and approximate quantities if known:	

Does the proposal lie within a 100-year floodplain? Yes ☒ No ☐ If so, note the location on the site plan. All structures will be above the 350 feet, 100-year floodplain elevation	<u>For Agency Use Only</u> City Planning concurs with this page.
Does the proposal involve any discharges of waste materials to surface waters? Yes ☐ No ☒ If so, describe the type of waste and anticipated volume of discharge.	
Ground	
Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities. if known. No	
Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage, industrial, containing the following chemicals : agricultural, etc.). None	
Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve: Not applicable	
Water Runoff (including storm water)	
Describe the source of runoff (including storm water), and method of collection and disposal, if any (including quantities, if known). The only significant source of runoff would be from the proposed parking lot shown on the development plans. It is anticipated that storm water run-off from this lot would be designed to drain to adjoining grass swales/landscape areas with overflow designed to flow to the City's existing storm water system.	
Will this water flow into other waters? Yes ☐ No ☒ If so, generally describe:	
Could waste materials enter ground or surface waters? Yes ☐ No ☒ If so, generally describe: None anticipated	

Proposed measures to reduce or control surface, ground, and runoff water impacts, if any: Design storm drainage plans to handle 25-year storm as required by City of Richland codes.	For Agency Use Only City Planning concurs with this page.
Plants Check the types of vegetation found on the site: Deciduous tree: alder ☐ aspen ☐ maple ☐ other ☐ (list) Evergreen tree: cedar ☐ fir ☒ pine ☐ other (list) Shrubs ☒ grass ☒ pasture ☐ crop or grain ☐ - Sagebrush Wet soil plants: bulrush ☐ buttercup ☐ cattail ☐ skunk cabbage ☐ other (list) Water plants: eelgrass ☐ milfoil ☐ water lily ☐ other types of vegetation ☐ (list) What kind and amount of vegetation will be removed or altered: See attached plan List threatened or endangered species known to be on or near this site: No threatened or endangered species are known to be on or near the site. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: The proposal includes areas of revegetation and planting of new vegetation around structures.	
Animals: Check any birds and animals which have been observed on or near the site or are known to be on or near the site: Birds: eagle ☒ hawk ☐ heron ☒ songbirds ☐ other ☒ (list) seagull, geese, ducks, Mammals: bear ☐ beaver ☐ deer ☐ elk ☐ other ☒ (list) rabbits, skunks, field mice Fish: bass ☒ herring ☐ salmon ☒ shellfish ☐ trout ☐ other ☒ (list) other normal Columbia River fish species List threatened or endangered species known to be on or near the site. No threatened or endangered species are known to be on or near the site Is the site part of a migration route? Yes ☐ No ☒ If so, explain: This general area of the Columbia River is considered to be part of the Pacific Flyway migration route. Proposed measures to preserve or enhance wildlife, if any: Compliance with all conditions of approval of required permits will help ensure wildlife and any significant habitat are protected and preserved.	

Energy and Natural Resources	For Agency Use Only
What type(s) of energy will be used to meet the completed project's energy needs: Electrical ☒ Natural Gas ☒ Oil ☐ Solar ☐ Wood Stove ☐ Describe whether it will be used for heating, manufacturing, etc. Electrical and natural gas will be used to meet the completed project's energy needs. They will be used for heating, cooling, cooking and outside/inside lighting.	City Planning concurs with this page.
Would your project affect the potential use of solar energy by adjacent properties? Yes ☐ No ☒ If so, generally describe:	
What kind(s) of energy conservation features are included in the plans of this proposal? The applicant will use energy efficient fixtures and equipment consistent with Washington State energy codes.	
List other proposed measures to reduce or control energy impacts, if any: None	
Environmental Health	
Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? Yes ☐ No ☒ If yes, describe:	
Describe special emergency services that may be required: None required	
Proposed measures to reduce or control environmental health hazards, if any: None required	
Noise	
What types of noise exist in the area that may affect your project (for example: traffic, equipment, operations, other?): None	

What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (for example: traffic, construction, operation, other)? During the construction phase, normal construction noise on a short-term basis during normal work hours. Long term, normal traffic noise associated with a restaurant will occur during business hours.	<u>For Agency Use Only</u> City Planning concurs with this page.
Indicate the hours noise would come from the site: During the construction phase, normal construction noise on a short-term basis during normal work hours. Long term, normal traffic noise associated with a restaurant will occur during business hours.	
Proposed measures to reduce or control noise impacts, if any: Not applicable	
<i>Land and Shoreline Use</i>	
What is the current use of the site and adjacent properties? Currently, the site is undeveloped. To the North and East is a boat dock, marina and parking lot. To the West is a restaurant and parking. To the South is an access road to the boat dock and a hotel across the street.	
Has the site been used for agriculture? No	
Describe any structures on the site: None	
Will any structure(s) be demolished? Yes ☐ No ☒ If so, what? No	
What is the current zoning classification at the site? Commercial/Recreational use	
What is the current comprehensive plan designation of the site? Waterfront	
If applicable, what is the current shoreline master program designation of the site? Urban Shoreline Development	
Has any part of the site been classified as an "environmentally sensitive area"? Yes ☐ No ☒ If so, please specify:	

Approximately how many people would reside or work in the completed project? Approximately 40 people are projected to work in the completed project.	<u>For Agency Use Only</u> City Planning concurs with this page.
Approximately how many people would the completed project displace? None	
Proposed measures to avoid or reduce displacement impacts, if any: Not applicable	
Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Not applicable	
Housing	
Approximately how many units would be provided, if any? Check the type of housing: High ☐ Middle ☐ Low-income ☐ Not applicable	
Approximately how many housing units, if any, would be eliminated? Check the type of housing: High ☐ Middle ☐ Low-income ☐ Not applicable	
Proposed measures to reduce or control housing impacts, if any: Not applicable	
Aesthetics	
What is the tallest height of any proposed structure(s), not including antennas? The highest point of any structure is 30+/- feet.	
What is the principal exterior building material(s) proposed? The exterior surfaces will include glass, stucco, and brick.	
What views, in the immediate vicinity, would be altered or obstructed? See attached drawings.	
Proposed measures to reduce or control aesthetic impacts, if any: The facilities and site landscaping have been designed to maximize shoreline viewing and natural beauty. The project will conform to planned and actual structures, land use, and the Columbia Point Master Plan.	

Light and Glare	For Agency Use Only	
What type of light or glare will the proposal produce? The glass used in the construction of the restaurant will be non-reflective/non-mirrored. Minimal reflection is expected to occur.	City Planning concurs with this page.	
What time of day would it mainly occur? Due to the proximity of the building, the afternoon/evening sun will face the front of the building.		
Could light or glare from the finished project be a safety hazard or interfere with views? Yes ☐ No ☒ No light or glare interference or safety issues should arise due to the design and construction of this project. The project has been designed to take advantage of the natural beauty of the river shoreline and public viewing.		
What existing off-site sources of light or glare may affect your proposal? No know off-site sources of light or glare should affect this proposal		
Proposed measures to reduce or control light and glare impacts, if any: Not Applicable		
Recreation		
What designated and informal recreational opportunities are in the immediate vicinity? There is a golf course within 1,000 feet of the proposed development, a public marina and park located near the site. A yacht club will be located near the proposed site.		
Would the proposed project displace any existing recreational uses? Yes ☐ No ☒ If so, describe:		
Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: Not applicable		
Historic and Cultural Preservation		
Are there any places or objects listed on, or proposed for national, state, or local preservation registers known to be on or next to the site? Yes ☐ No ☒ If so, generally describe: The shore lands of the Columbia River in the project vicinity have been included in the Tri-Cities Archaeological district that is listed on the National register. The District runs from approximately Columbia River mile 330 to 340 and includes the majority of the Columbia River frontage in the City of Richland.		

Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site: An archaeological report: Results of a Systematic Subsurface Inventory at the Proposed Columbia Point Development; Historical Research Associates; April 20, 1994, was completed for the Columbia Point Development project. A copy of this report is on file at the City of Richland.	<u>For Agency Use Only</u> City Planning concurs with this page.
Proposed measure to reduce or control impacts, if any: The City of Richland has negotiated a memorandum of understanding with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) in which the City construction projects which are undertaken on or near sites of potential archaeological significance, and in which the City agrees further, to negotiate a mutually agreeable mitigation plan, on a case by case basis, in the event of discovery of a significant archaeological artifact(s) during the course of construction. This memorandum applies and will be adhered to by this applicant.	
<i>Transportation</i>	
Identify public streets and highways serving the site: The closest streets are Columbia Point Drive and Bradley Landing.	
Describe proposed access to the exiting street system. Show on site plans, if any. See Attached Site Plan	
Is site currently served by public transit? Yes ☒ No ☐ If no, what is the approximate distance to the nearest transit stop?	
How many parking spaces would the completed project have? Approximately 130 parking spaces will be added to the site to accommodate restaurant customers.	
How many parking spaces would the project eliminate? None would be eliminated.	
Will the proposal require any new roads, streets, or improvements to existing roads or streets, not including driveways? Yes ☐ No ☒ If so, generally describe:	
Will the new roads, streets, or improvements to existing roads or streets, not including a driveways be: Public ☐ Private ☐ Not applicable	

Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? Yes ☐ No ☒ If so, generally describe: The project will use the following nearby roads and streets for access to the proposed trail: a. Columbia Point Drive b. Bradley Blvd. c. Comstock Street d. George Washington Way	For Agency Use Only City Planning concurs with this page.
How many vehicle trips, per day, would be generated by the completed project? A traffic study has not been prepared to assess the traffic impacts associated with this project, nor is the preparation of one anticipated. However, the Columbia Point Master Plan identifies the necessary infrastructure to accommodate the project proposed, as well as the development of adjacent properties. The City has already taken the necessary steps and construction to facilitate the traffic flow generated by this project.	
If known, indicate when peak volumes would occur: See above	
Proposed measures to reduce or control transportation impacts, if any: None at this time	
Public Services	
Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, or other)? Yes ☒ No ☐ If so, generally describe: Routine police monitoring of the project will be needed. Fire protection services will be increased as a result of this project during and after construction.	
Proposed measures to reduce or control direct impacts on public services, if any: Tight security controls and inspections will be implemented exercised by the applicant for inventory and equipment protection, thus minimizing impact to public services.	
Utilities	
Check utilities currently available at the site: Electricity ☒ Gas ☒ Other ☐ Phone ☒ Refuse Service ☒ Sanitary Sewer ☒ Septic System ☐ Water ☒	
Check the utilities that are proposed for the project, and list the utility providing the service:	
Electricity ☐ Richland Energy Services	

Gas ☒ Cascade Natural Gas	<u>For Agency Use Only</u> City Planning concurs with this page.
Other ☐	
Phone ☒ Frontier Communications	
Refuse Service ☒ City of Richland	
Sanitary Sewer ☒ City of Richland	
Septic System ☐	
Water ☒ City of Richland	
Describe the general construction activities on the site or in the immediate vicinity which may be needed: Relocation of existing underground electrical, force main, and septic tank system	
<i>I Part C . Signature</i>	

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



SIGNATURE

1/30/2015

DATE SUBMITTED

Part D SUPPLEMENTAL SHEET FOR NONPROJECT ACTION

(Do not use these sheets for project actions)

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

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

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

None

Proposed measures to avoid or reduce such increase are:

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

No adverse impact

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

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

None

Proposed measures to protect or conserve energy or natural resources:

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

Not Applicable

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

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

None

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

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

None

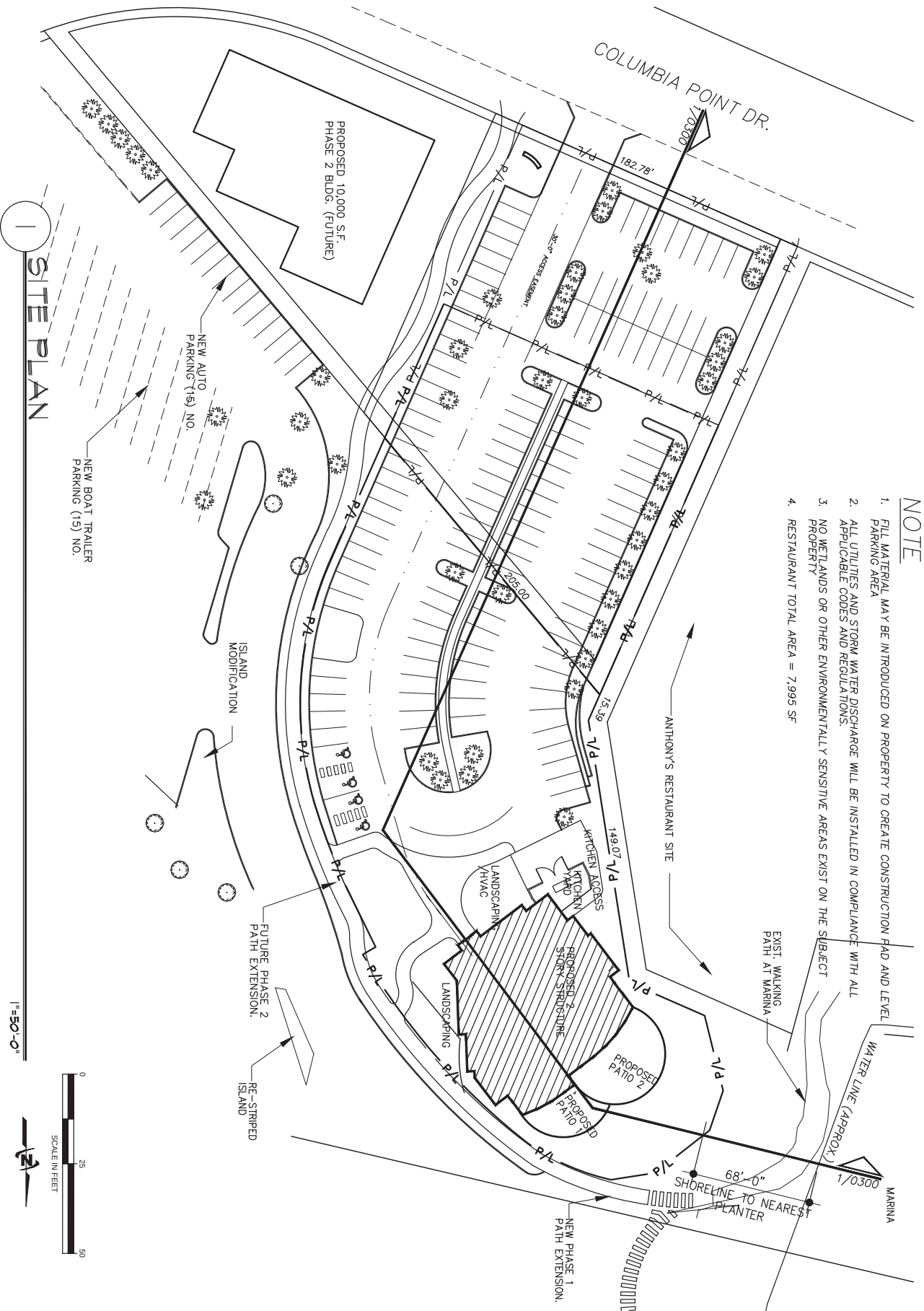
Proposed measures to reduce or respond to such demand(s) are:

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

None

NOTE

1. FILL MATERIAL MAY BE INTRODUCED ON PROPERTY TO CREATE CONSTRUCTION PAD AND LEVEL PARKING AREA
2. ALL UTILITIES AND STORM WATER DISCHARGE WILL BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
3. NO WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS EXIST ON THE SUBJECT PROPERTY
4. RESTAURANT TOTAL AREA = 7,995 SF



TERENCE L. THORNHILL ARCHITECT

9221 SANDPIPER PARKWAY
SUITE 104
PASCO, WA 99301

509.547.8854
FAX 509.547.8912
tl@tlarch.com

A Professional Service Corporation

MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS

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DRAWN BY: TT

CHECKED BY: TT

PHASE CD

REVISION NO. 00

2020 REGISTERED ARCHITECT

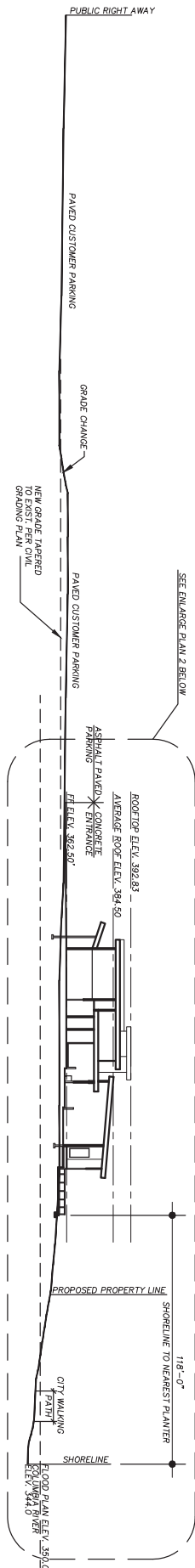
LU LU COLUMBIA POINT JARPA SUBMITTAL RICHLAND, WA

0310

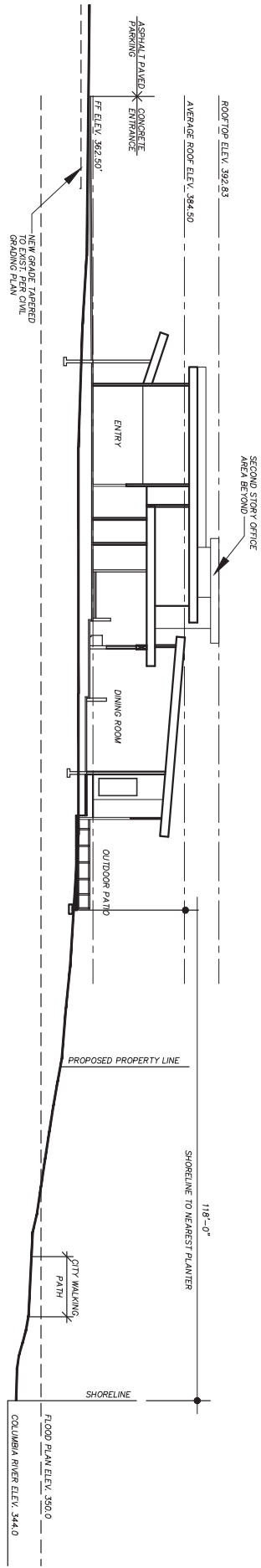
214-014

JANUARY 30, 2015

JARPA-SITE04



1 FULL SITE PLAN
1"=50'-0"



2 PARTIAL SITE PLAN
1"=25'-0"



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DRAWN BY: TT
CHECKED BY: TT
PHASE CD
REVISION NO. 00



LU LU COLUMBIA POINT JARPA SUBMITTAL RICHLAND, WA

SITE CROSS SECTION
0300
214-014
JANUARY 30, 2015
JARPA-SITE04

EXHIBIT (8A)

Howard, Penny

From: Shampine, Paul S NWW <Paul.S.Shampine@usace.army.mil>
Sent: Thursday, February 05, 2015 8:51 AM
To: Lambert, Aaron
Cc: Carter, Annette N NWW; Erkel, Tim R NWS
Subject: FW: Notice of Shoreline Substantial Development & Rezone Applications & SEPA DNS 580 Columbia Pt. Dr, LuLu Restaurant
Attachments: RE: Notice of Shoreline Substantial Development & Rezone Applications & SEPA DNS 580 Columbia Pt. Dr, LuLu Restaurant (UNCLASSIFIED)

Mr. Lambert -

Attached is an e-mail received from Tim Erkel of the US Army Corps of Engineers Seattle District Regulatory Branch. Because there is no work in wetlands or waterward of the ordinary high water mark, Seattle District Regulatory has no jurisdiction on the proposal so therefore there are no application fees charged by the Army. There may be fees charged by other agencies in conjunction with their review of the JARPA.

Thank you.

Very Respectfully,

Paul

Paul Shampine
Realty Specialist
Walla Walla District
US Army Corps of Engineers
509-527-7324

-----Original Message-----

From: Shampine, Paul S NWW
Sent: Wednesday, February 04, 2015 4:39 PM
To: 'Lambert, Aaron'
Cc: Erkel, Tim R NWS
Subject: RE: Notice of Shoreline Substantial Development & Rezone Applications & SEPA DNS 580 Columbia Pt. Dr, LuLu Restaurant

Mr. Lambert -

For this SEPA DNS, the only comment that the US Army Corps of Engineers, Walla Walla District has is to remind the city and the prospective building owner that the District Engineer of the US Army Corps of Engineers, Walla Walla District, retains the rights included in the green highlight on the third page of the attached, document number "W912EF-9-09-11 RELEASE OF DEED COVENANT MCNARY LOCK AND DAM PROJECT."

Please ensure that the city of Richland and/or the prospective building owner comply with the requirements of the above document.

Design plans and specifications are to be sent to:

US Army Corps of Engineers
Walla Walla District
ATTN: Real Estate Division
201 North 3rd Avenue
Walla Walla, WA 99362-1876

In regard to your statement that: "The City of Richland is also formally submitting for JARPA review as the City is and will remain the underlying property owner. Please advise of any necessary application fees", I have forwarded your original message with its attachments to Mr. Tim Erkel in the US Army Corps of Engineers, Seattle District Regulatory Branch. He should advise you as to whether or not an application fee will be assessed. Mr. Erkel can be reached by e-mail at Tim.R.Erkel@usace.army.mil or by telephone at 206-316-3166.

Thank you,

Paul

Paul Shampine
Realty Specialist
Real Estate Division
Walla Walla District
US Army Corps of Engineers

509-527-7324

-----Original Message-----

From: Lambert, Aaron [mailto:alambert@CI.RICHLAND.WA.US]
Sent: Wednesday, February 04, 2015 2:50 PM
To: craj461@ecy.wa.gov; michael.ritter@dfw.wa.gov; Shampine, Paul S NWW
Cc: King, Bill; Simon, Rick; Lambert, Aaron; 'florentynas@msn.com'; 'tlt@tltarch.com'
Subject: [EXTERNAL] Notice of Shoreline Substantial Development & Rezone Applications & SEPA
DNS 580 Columbia Pt. Dr, LuLu Restaurant

Please see attached notice of land use applications along with the SEPA DNS and accompanying checklist for a shoreline substantial development at 580 Columbia Point Drive.

Comments to the SEPA DNS are requested by February 18, 2015.

The City of Richland is also formally submitting for JARPA review as the City is and will remain the underlying property owner. Please advise of any necessary application fees.

Sincerely,

Aaron Lambert

Senior Planner

City of Richland

Community Development

509.942.7587

EXHIBIT (8B)



EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION

W912EF-9-09-11

BY *[Signature]* 4/3/09
DEPUTY
Release Deed/Document

**United States Army Corps of Engineers
Real Estate Division
201 N 3rd Avenue
Walla Walla, WA 99362-1876**

**RELEASE OF DEED COVENANT
MCNARY LOCK AND DAM PROJECT**

**TRACT H, Sections 11, 13, and 14, Township 9 North, Range 28 East
& Section 18, Township 9 North, Range 29 East, Willamette Meridian,
City of Richland, Benton County, Washington**

This **RELEASE OF COVENANT** by the **UNITED STATES OF AMERICA**, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Walla Walla District, (hereinafter the "Releasor"), under the authority given to landholding agencies in the Federal Management Regulations, 41 CFR 102-75.936-937, to release easements and other interests to the servient estate holders, is hereby granted in favor of the current owners, their successors and assigns (hereinafter "Releasees"), of the lands shown outlined in red on Exhibit A of the Quitclaim Deed dated May 16, 1984 between the United States and the City of Richland, WA and recorded on July 3, 1984 as Instrument No. 898298 in the records of Benton County, Washington.

WHEREAS, the Releasees are the owners of land that was a part of the land granted to the City of Richland, Washington by the United States of America, acting through the United States Atomic Energy Commission by special warranty deed dated October 1, 1959 and filed for record November 12, 1959 under Auditor's Fee No. 426757, records of Benton County, Washington, as modified by Memorandum of Agreement affecting Real Estate dated December 28, 1960, and filed for record December 30, 1960 under Auditor's Fee No. 448602, records of Benton County, Washington; and

WHEREAS, said conveyance and Memorandum of Agreement were subject to certain conditions and restrictions limiting the use and development of said land and certain easements were reserved unto the United States of America, all in connection with the McNary Lock and Dam Project; and

WHEREAS, by Memorandum of Agreement dated June 22, 1961 between the United States Atomic Energy Commission and the Corps of Engineers, Department of the Army, jurisdiction of the above-mentioned restrictions was assigned to the said Corps of Engineers; and

WHEREAS, the United States of America did, by Quitclaim Deed dated May 16, 1984 (hereinafter the "Deed"), remise, release, and quitclaim, without warranty, express or implied, unto the City of Richland, Washington, the restriction prohibiting construction and maintenance of structures for human habitation as well as other purposes on that portion of the easement lying above the Standard Project Flood Elevation being those portions of Sections 11, 13 and 14, Township 9 North, Range 28 East, and Section 18, Township 9 North, Range 29 East of the Willamette Meridian, in the vicinity of Richland, Benton County, Washington and shown outlined in red on Exhibit "A", said Deed being subject to

covenants/conditions 1, 2, 3 and 4, as stated on page three (3) of said Deed; and

WHEREAS, the Releasor desires to further release unto the Releasees Covenant/Condition 2 on page three (3) of the Deed, but retaining certain other rights as stated below.

NOW, THEREFORE, the Releasor does hereby release unto the Releasees, the Covenant/Condition 2 on page three (3) of the Deed requiring that design plans and specifications for any structure receive pre-construction written approval of the District Engineer; PROVIDED HOWEVER that the Releasees shall allow the District Engineer to review design plans and specifications for all structures, prior to construction, and the District Engineer shall retain the right to object to (prohibit) the construction of any structure, or part thereof, to be built below the Standard Project Flood Elevation as established by aerial photography on February 9, 1982 (i.e., 354.5 feet for the lower portion to 355 feet at the upper end of Columbia Point), that does not comply with the Corps of Engineers' manual entitled "Flood Proofing Regulation," or as it may be subsequently revised or renamed.

IN WITNESS WHEREOF, the said United States of America has caused this instrument to be executed in its name and sealed on its behalf by the duly authorized Acting Chief, Real Estate Division, U.S. Army Corps of Engineers, Walla Walla District, this 19th day of March, 2009.

UNITED STATES OF AMERICA



RODNEY HUFFMAN

Acting Chief, Real Estate Division
U.S. Army Corps of Engineers
Walla Walla District

ACKNOWLEDGMENT

STATE OF WASHINGTON)

ss:)

COUNTY OF WALLA WALLA)

On this 19th day of March, 2009, before me the undersigned Notary Public, personally appeared Rodney Huffman, the Acting Chief, Real Estate Division, U.S. Army Engineer District, Walla Walla, Washington, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated by authority of the Secretary of the Army and for the purposes therein contained.

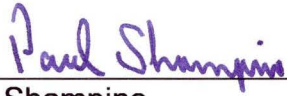
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of March, 2009.

Terri L. Peterson
Notary Public in and for the State of Washington,
residing at Walla Walla County.
My commission expires on Jan. 14, 2012.

(SEAL)

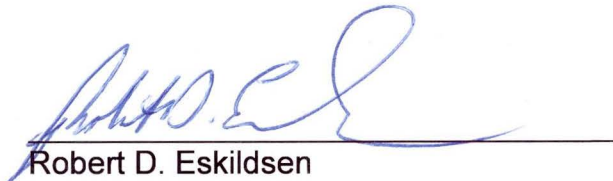


THIS QUITCLAIM DEED PREPARED BY:



Paul Shampine
Realty Specialist, Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North Third Avenue
Walla Walla, WA 99362-1876

REVIEWED FOR LEGAL SUFFICIENCY:



Robert D. Eskildsen
Assistant District Counsel, Office of Counsel
US Army Corps of Engineers
Walla Walla District
201 N. Third Avenue
Walla Walla, WA 99362-1876

NOTES

1. Standard Project Flood (SPF) (area) is completed by Middle Nile District - Corps of Engineers.
2. SPF Elevations are referenced to feet above mean sea level.
3. SPF Profile does not show bank elevation 352.6' because of possible impingement of bridge structure and possible flooding from Yalomo River.

R. R. Riedel
Corps of Engineers
1 Aug 1963

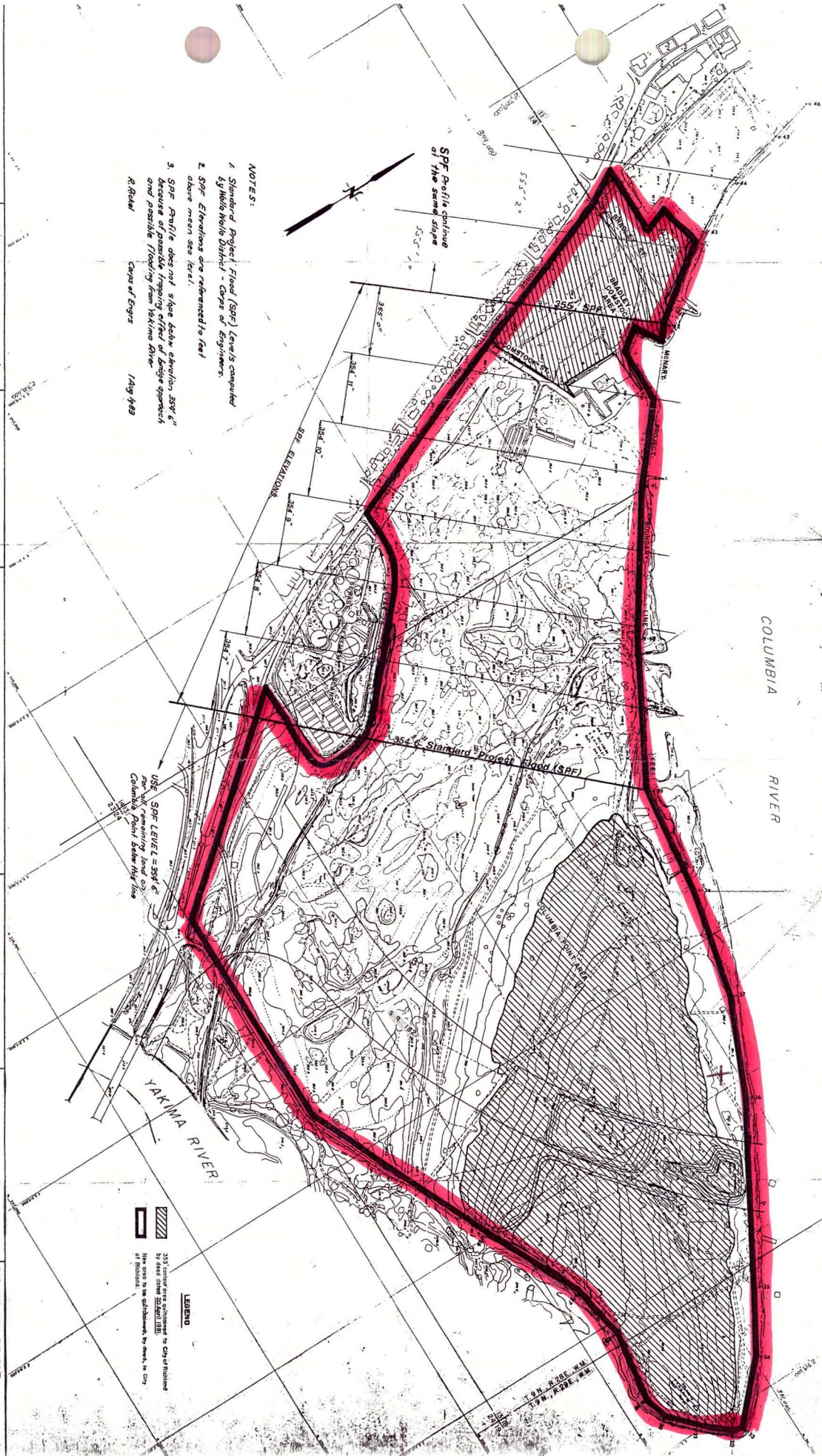


EXHIBIT (9)

Chapter 26.17

RICHLAND SHORELINE MASTER PROGRAM - URBAN ENVIRONMENT

26.17.010 Purpose.

The designation of urban environments on Richland's shorelines is intended to ensure optimum utilization of shorelines within urban areas in a manner which enhances and maintains the shorelines for a multiplicity of urban uses and provides for maximum public access and circulation. [Ord. 55-79 § 1.01].

26.17.020 Permitted uses – Special conditions.

Uses are generally allowed as indicated on the use chart as set forth in RMC [26.21.010](#). Recognizing the need for an order of preference for shoreline development the following shall apply:

A. Water-dependent uses requiring frontage on navigable waters or other uses of water resources shall be given highest priority for waterfront sites, and water-related uses shall be given second priority.

B. Industrial and commercial development shall be encouraged to locate in already developed but underutilized areas. [Ord. 55-79 § 1.01].

26.17.030 Regulations.

A. Building Location. The location of all buildings and structures in the urban environment shall be as indicated on the approved development plan. In no case shall a building or structure be located in a manner which unreasonably alters or restricts public access or circulation along the shoreline.

B. Building Height. No new or expanded building or structure within the urban environment shall exceed a height of 35 feet above average grade level; provided, that the physical planning commission may permit buildings and structures to exceed a height of 35 feet in the urban environment, up to a maximum height of 55 feet, if after review and public hearing the commission finds:

1. The proposed use of the building or structure is a permitted use in the urban environment and is otherwise in conformance with the shoreline master plan;
2. The increased height of the proposed building or structure would not cause obstruction of the view from a substantial number of residences in areas adjoining the shoreline environment;
3. The increased height would not have significant detrimental effect on existing or planned land use of the adjacent upland areas; and
4. The increased height would be in the best interest of the general public.

C. Access and Circulation. Development plans and subdivision plats shall include provisions for appropriate public access roads and easements to public recreation areas along the shorelines, and shall provide for appropriate linear circulation roads, bicycle or hiking paths, and easements along the shoreline. Roadways, pathways and bikeways intended for recreational movement shall be designed and constructed in accordance with provisions for road and railroad design and construction as set forth in RMC [26.21.170](#) and recreation as set forth in RMC [26.21.200](#).

D. Parking. Parking areas shall be designed and constructed in accordance with applicable provisions of this code and regulations contained in RMC [26.09.030](#). All parking areas shall be located on the inland side of the use proposed.

E. Water and Sanitation. Any development proposed in the urban environment shall be required to connect to available city of Richland water and sewer facilities in accordance with applicable provisions of this code except that temporary facilities for construction activity are permitted in accordance with applicable provisions of the code. Storm drainage facilities must be separated from sewage disposal systems.

F. Signs. General regulations for outdoor advertising signs as set forth in RMC [26.21.070](#) shall be complied with.

26.21.040 Commercial development.

Shoreline commercial uses, including offices, restaurants, general retail sales, hotels, motels and convention centers, are recognized as essential uses in environments subject to pressures of intensive urban development. Policies and regulations for these uses encourage developments having functional dependency on shoreline location and water orientation, and which afford maximum public access, use and circulation along the waterfront. Public access easements from upland areas to the shoreline shall be provided at intervals deemed appropriate by the administrator and as indicated on the approved development plan. In no case shall the distance between public access easements exceed 600 feet.

A. Linear public circulation easements or dedication shall be provided along all shorelines in accordance with the approved development plans.

B. Parking areas for commercial uses shall be located on the inland side of the main building or use and shall be constructed in accordance with applicable city of Richland standards.

C. Building location shall be as indicated on the approved development plan. Except as provided for marina uses, no commercial structure shall be permitted over water.

D. Signs. General regulations for outdoor advertising signs as set forth in RMC [26.21.070](#) shall be complied with.

E. Regulations applicable to commercial development for the environment in which the proposed development is located shall be complied with. See Chapters [26.05](#) through [26.17](#) RMC. [Ord. 55-79 § 1.01].

26.25.040 Development plan – Review – conditions for approval.

Prior to approval of any substantial development or special use permit for development on shorelines or wetlands of Richland, a development plan shall be required and approved by the physical planning commission. The physical planning commission at its regularly scheduled meeting shall consider for approval development plans which are submitted a minimum of 45 days prior to the date of hearing. This period shall include the minimum local review period as required by WAC [173-14-070](#) and shall provide time for review and submittal of recommendations for the parks and recreation and ecology commissions prior to the physical planning commission's hearing.

The development plan shall include a vicinity map and a site plan showing location and size of existing and proposed uses and buildings; parking areas and circulation systems; fencing, screening or buffering with reference to location, type, dimension and character; required setbacks, yards and other open spaces; easements and rights-of-way; topography at five-foot contour intervals; and unique natural features. The applicant shall be required to submit a sufficient number of development plans for review purposes and for distribution to appropriate agencies as determined by the administrator. Approval of the development plan shall be based on the following:

- A. Conformance with the Shoreline Management Act of 1971, as amended;
- B. General conformance with the goals for the shoreline program, the general development policies for the plan elements, and the applicable policy statements for the use activity and the shoreline environment;
- C. Compliance with the applicable environment regulations;
- D. Compliance with the applicable use activity regulations;
- E. Consideration of the recommendations and comments of the Richland parks and recreation commission and ecology commission, as the proposed development will affect and be affected by the goals and objectives of each;
- F. General conformance with the provisions of the Richland comprehensive plan;
- G. Consideration of provisions for facilities and improved designs to accommodate and encourage use by the physically handicapped;
- H. Compliance with the State Environmental Policy Act (SEPA); and
- I. Compliance with applicable provisions of the Richland Municipal Code. [Ord. 55-79 § 1.01].

EXHIBIT (10)



MINUTES

Richland Parks and Recreation Commission Meeting # 1-2015

Richland City Hall – 505 Swift Boulevard – Council Chambers

Thursday, January 8, 2015 ~ 7:00 p.m.

CALL TO ORDER:

Chair Gutierrez called the meeting to order at 7:00 p.m.

ATTENDANCE:

Chair Gutierrez, Vice Chair Doran Commissioners Richards, Finch, McBurney, Buelt, Katipamula, Kasthuri and Valentino were present. Also in attendance were Parks and Public Facilities Director Schiessl, Parks and Recreation Manager Strand and Parks and Public Facilities Manager Pinard.

APPROVAL OF THE January 8, 2015 AGENDA:

New Business Item: Columbia Point Marina Park Surplus

Vice Chair Doran **moved** to approve the January 8, 2015 agenda as modified.

Commissioner McBurney **seconded** the motion. Motion carried.

APPROVAL OF THE October 9, 2014 and December 11, 2014 (Special Meeting) MINUTES:

Vice Chair Doran **moved** to approve the October 9, 2014 and the December 11, 2014 (Special Meeting) minutes with corrections.

Commissioner Valentino **seconded** the motion. Motion carried.

RECREATION REPORT:

Parks and Recreation Manager, Laurel Strand welcomed the public, introduced the public to Justin Brown, the new recreation coordinator and informed all of the following events:

- Youth Basketball league will begin on Saturday, January 10th. Games will be held on Saturdays through February 28th. There are 650 players participating in the league this season on 71 teams representing all the elementary schools in Richland and West Richland.
- Registration has begun for T-Ball and Coach Pitch season. This program is designed to introduce children to the game of baseball in a fun and non-competitive

setting. Teams will practice once a week and play a six-game season on weekday evenings in Richland parks.

T-Ball is 5 and 6 year olds

Coach Pitch 6 to 8 year olds (must be 6 years old by May 5, 2015)

- Sunrise Hike Series in different locations in Richland.
- Sizzling Beach party planning under way. Will be showing a movie as part of the event this year.

PARKS AND FACILITIES REPORT:

Parks and Recreation Manager, Phil Pinard reported the following updates and progress.

- Installation and removal of the Christmas lights at John Dam Plaza.
- Backstops in neighborhood parks are being prepped for baseball season.
- General maintenance at several of the comfort stations in the parks.
- Tree planting along George Washington Way, Keene Road, The Parkway and Lee Boulevard replacing damaged trees.
- Preparation on the new softball field continues at Columbia Playfields and also irrigation replacement at Central Howard Amon.

PUBLIC COMMENTS:

John R. Monrean, 1274 White Bluffs Street, provided comment regarding the Trailhead Park Master Plan and survey.

Hans Brandal, 1265 Plateau Drive, provided comment regarding the parking at Trailhead Park and also the Trailhead Park Master Plan.

Public Comment closed: 7:20 p.m.

PRESENTATIONS:

None

UNFINISHED BUSINESS:

2015 Parks and Recreation Commission Goals and Objectives discussion:

- Bicycle friendly and programming
- Walkability
- Open Space and preservation
- Columbia Point South Master Plan
- Gateway entrances, enhancements and art integration
- John Dam Plaza Master Plan
- Mobile vendors and their roles in John Dam Plaza
- The performance stage in John Dam Plaza
- Amon Basin potential park partnership

- Drones in the parks and public safety goals
- Incorporating water quality features into the park system

Discussion and modification of the 2015 Parks and Recreation Commission Goals and Objectives will continue at the January 22nd Parks and Recreation Commission workshop.

NEW BUSINESS:

Discussion of 2014 Annual Report to Council

Chair Gutierrez reported the finalization of the 2014 Annual Report will be at the February 26, 2015 Parks and Recreation Commission workshop and will present the 2014 Annual Report to council at the March 17, 2015 City Council Meeting.

Project Update

Parks and Recreation Manager, Pinard presented an overview of the Capital Project plans for 2015.

Columbia Point Marina Park Property Surplus

Brian Moore recommend that Parks and Recreation Commission forward a recommendation to City Council declare approximately 0.14 acre (6,098 square feet) of Tract R, Plat of Columbia Point surplus to the City's needs and direct staff to include the property in the negotiation for the development of a restaurant pursuant to RFP 25-14.

The City owns Tract R and portions of Tract J of the Plat of Columbia Point. The majority of these adjacent properties are intended for use in economic development. The properties, located near the terminus of Columbia Point Drive, include the Marriott Hotel site, Columbia Point Hospitality Hotel (under development), Anthony's Restaurant site, and the site under negotiation in RFP 25-14. The RFP respondent requested to modify the property boundary to more efficiently accommodate the building site.

A significant portion of the proposed project is the redesign of the current parking at Marina Park. Community development staff has reviewed the proposed design with Parks staff, and believe the proposed design to provide equal or better functional use of the boat launch. To provide additional value to the City, the project proponent is committing to do substantial improvements to the park including the relocation of the sewer dump station, relocation of underground utilities, extending and enhancing the riverfront trail.

Moore mentioned that there will be no direct fiscal impact to surplus the land. However, successful disposition will result in increased property tax, sales tax, and new ground lease revenue to the Parks Department.

Commissioner Buelt **moved** to recommend the Parks and Recreation Commission recommend that Council declare approximately 0.14 acre (6,098 square feet) of Tract R, Plat of Columbia Point surplus to the City's needs and direct staff to include the property in the negotiation for the development of a restaurant pursuant to RFP 25-14. Provided the architect conducts a study to ensure access to the boat docks for large vessels and

that kayak users are not adversely impacted. Commissioner Richards **seconded** the motion. Motion carried.

PARKS AND RECREATION COMMISSION COMMENTS:

Kit McBurney: Thanked the public for all their comments.

Jackie Valentino: Thanked the public for their comment and presence.

Kasthuri: Very excited for the upcoming year.

Katipamula: Informed all of the upcoming Urban Greenbelt Trail walk on Saturday, January 10th.

Vice Chair, Doran: Informed all of the Urban Greenbelt Trail, Sunrise walks and the preparation of Sweater weather event is near, encouraged all that knitters to get ready.

Chair, Maria Gutierrez: Thanked commission and staff for all their hard work.

Reviewed by: Joe Schiessl, Parks and Public Facilities Director

Approved by: _____
Chair Maria Gutierrez, Richland Parks and Recreation Commission

EXHIBIT (11)





Not to Scale
Source:
Google
Street View

View from Columbia Point Drive looking North at Site



Not to Scale
Source:
Google
Street View

View from Columbia Point Drive & Park Access Road looking Northwest



Not to Scale
Source:
Google
Street View

View from Columbia Point Marina Park looking West



View from Columbia Point Marina Park looking West



Not to Scale
Source:
Google
Street View



View from Columbia Point Marina Park looking South



Not to Scale
Source:
Google
Street View



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 21-15, Amending RMC Title 15, Relating to Solid Waste Disposal Rates

Department:
Public Works

Ordinance/Resolution Number:
21-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 21-15, amending RMC Title 15, relating to Solid Waste disposal rates.

Summary:

In 2010 the Horn Rapids Municipal Landfill began a composting operation which diverted yard waste from the disposal pit and provided a beneficial use for the City's wastewater plant biosolids waste. The process involves balancing the inputs of carbon-rich material, such as woody waste, and nitrogen-rich material, such as biosolids. Process refinement over the past two years has yielded a preferred balance of input materials that calls for more carbon-rich material than is currently processed.

City staff researched the local availability of carbon-rich waste not currently being delivered to the landfill. Staff found that tree service businesses dispose of chipped tree waste for little or no cost at area orchards, vineyards, animal boarding facilities and dumping on open land. Of the five local tree services contacted, two were very interested in disposal at the Richland landfill if it could be provided at no cost. City operations, including the Parks and Recreation Department and the Energy Services Department, produce this type of material and may also benefit by access to the landfill for disposal.

The chipped tree waste is advantageous to the compost operation because it can be used directly without further processing or handling, in contrast to the other feed stocks.

Due to the need for additional feed stock material and since the material is already processed and could be incorporated directly into the composting process staff recommends establishing a fee of \$0 (No Charge) for chipped yard waste received at the Horn Rapids Landfill.

On March 10, 2015, the Utility Advisory Committee recommended Council approve the proposed No Charge rate for chipped yard waste. The proposed ordinance would establish this rate and also includes code amendments to update outdated language.

Fiscal Impact:
Yes

The proposed code change will not decrease or increase revenue to the Solid Waste Fund. It will, however, improve operational efficiency and regulatory compliance by improving input material availability for the compost operation.

Attachments:

I. ORD 21-15 Solid Waste Disposal Rates

ORDINANCE NO. 21-15

AN ORDINANCE of the City of Richland amending Title 15: Solid Waste of the Richland Municipal Code (RMC), relating to refuse containers, collection and rates.

WHEREAS, the City of Richland's 2011 Solid Waste Management Plan calls for diversion of organic waste from the City's landfill as a measure to extend the service life of the landfill; and

WHEREAS, since 2010 the City has diverted yard waste from the landfill and utilized it as a feed stock to the compost operation operated at the landfill; and

WHEREAS, the second primary feed stock to the compost operation is the biosolids from the City's wastewater treatment facility; and

WHEREAS, the compost feed stock ratio between yard waste and biosolids has been adjusted over the years to create a preferred recipe; and

WHEREAS, the preferred recipe requires more yard waste than is currently available through the curbside yard waste collection and landfill customer systems; and

WHEREAS, yard waste currently used as feedstock for composting requires processing that includes removal of contaminating garbage and chipping; and

WHEREAS, staff has contacted local tree services and found they produce a desirable feed stock that is currently disposed of in orchards, vineyards, animal boarding facilities or by dumping on open lands at little to no cost; and

WHEREAS, these businesses indicated they were interested in dumping at the landfill if it could be provided at no cost; and

WHEREAS, receiving this material already chipped will allow the compost operation to use it directly into the compost process without further processing or handling; and

WHEREAS, the City of Richland desires to have equitable and cost-based rates for customers served by the City's Horn Rapids Municipal Landfill; and

WHEREAS, solid waste rates were last updated in May 2013; and

WHEREAS, the Utility Advisory Committee, at its March 10, 2015 meeting, recommended Council approval of the proposed rate change; and

WHEREAS, staff is proposing clarification to Municipal Code language regarding disposal containers, collection and rates.

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

Section 1.01 Chapter 15.12 Refuse Disposal, of the Richland Municipal Code, as enacted by Ordinance No. 79 and last amended by Ordinance No. 03-10, is hereby amended to read as follows:

15.12.040 Specifications for refuse containers.

Refuse containers for residential and commercial use shall be furnished by the city. The City retains ownership of all containers. Containers and all materials deposited in them shall not be removed by anyone other than City of Richland Solid Waste staff or designee. Tags for extra bags or boxes may be purchased at City Hall for \$0.75 each. [Ord. 79 § 3.04; Ord. 22-75 § 1.05; Ord. 38-95; Ord. 37-02; Ord. 03-10 § 1.02].

Section 1.02 Chapter 15.16 Refuse Collection – Disposal Sites, of the Richland Municipal Code, as enacted by Ordinance No. 79 and last amended by Ordinance No. 149, is hereby deleted as follows:

~~**15.16.050 Contracts for swill collection.**~~

~~The city manager, with the approval of the council, is authorized to enter into contracts, in the name of the city, providing for the collection and removal of swill from public food establishments by other persons. Such contracts shall contain:~~

- ~~A. Adequate safeguards to assure the sanitary handling of swill collected;~~
- ~~B. Sufficient security to protect the city against claims arising out of the collections and removal of swill by the other party to the contract;~~
- ~~C. Provision for a contract payment to the city; and~~
- ~~D. May provide that the other party to the contract may have the exclusive right, except for the city, to collect swill from public food establishments in the city. [Ord. 79 § 4.05; Ord. 149].~~

Section 1.03 Chapter 15.20 Rates, of the Richland Municipal Code, as enacted by Ordinance No. 79 and last amended by Ordinance No. 15-13, is hereby amended to read as follows:

15.20.010 Delinquency.

Bills are due and payable upon receipt, and are delinquent after 20 days from date of billing. Late fees and interest will be charged on all delinquent accounts according to RMC 3.30.040. Failure to receive bill will not release the customer from payment of the obligation due. Refuse containers may be picked up due to lack of payment. A ~~residential call-back~~ dispatch fee will be required to be paid, along with all past due amounts, prior to return of the refuse container. [Ord. 79 § 5.01; Ord. 81-74 § 1.01; Ord. 22-75 § 1.08; Ord. 38-95; Ord. 34-96; Ord. 37-02; Ord. 03-10 § 1.03; Ord. 43-12 § 1.01; Ord. 15-13 § 1.02].

15.20.020 Schedule for service charges.

A. Residences. The owner or current tenant of each occupied residence other than those specified under special charges as authorized in RMC 15.12.050 shall be charged in accordance with the following schedule for the collection and removal of normal accumulations of refuse placed in the residential autocan(s) for disposal. The foregoing shall not include the removal of refuse resulting from major renovations or new construction or of earth, rocks, sod, dead animals, animal wastes, lead acid batteries or liquids. The refuse surcharge included in the rates will be reduced or eliminated if federal or state legislation eliminates the need for this financial obligation.

Residential requests for call back or returns by solid waste personnel to empty containers which had cars parked too close to a container; not at curbside and in street by 7:00 a.m.; had grass, cardboard or any other obstruction preventing the flow of the refuse out of the container; or to pick up additional refuse will be charged a call back fee of \$12.00.

MONTHLY RESIDENTIAL SOLID WASTE RATES

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

All residential services will receive one gray container for household waste and one green container for yard waste identified by their color. The household (gray) container will be picked up weekly on the designated collection day. The yard waste (green) container will be collected every other week from March 1st through November 30th of each year.

Yard waste (green) containers shall only contain vegetation material such as grass clippings and plant trimmings including woody material less than 12 inches in diameter. Dirt, construction and demolition debris, tree branches of more than 12 inches in diameter, or rubble is not allowed in the yard waste containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill.

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

Recycling collection service will be available to all Richland residential customers upon request. If requested, a blue recycling container will be delivered to the customer and recycling will be collected on an every-other-week basis on the designated collection day.

Allowed recycled materials are cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill.

B. Occupied Residences. A residence shall be considered occupied until the owner or his authorized agent notifies the city's utility billing department that the unit is vacant. Vacancy status starts the date the owner gives proper notice or at a date specified in the future by the owner. A residence is considered occupied until it no longer contains personal property. Upon notification to the city, the account can be placed in abeyance for a fee of \$20.00, which will suspend the monthly refuse charge until notification of occupancy is received by utility billing. The refuse containers will be picked up upon abeyance notification and returned upon renewed occupancy notification. If containers are not available for pickup, then the abeyance will be denied and monthly refuse charges will continue to be billed.

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

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

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

**MISCELLANEOUS COMMERCIAL CONTAINER RATES
DROP BOX CONTAINER SERVICE**

Year in Effect	Container Type/Descriptor	Hauling Fee	Disposal Charge per Ton	Per Day Rent Charge	Delivery Charge
Rate	Drop Box – Permanent	\$125.00	\$48.00	N/A	\$45.00
	Drop Box – Temporary	125.00	48.00	\$5.00	45.00
	Drop Box – Tires Only	125.00	125.00	N/A	45.00

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

F. Commercial. With the exception of large accounts covered by special contract, the refuse charge for commercial accounts will be at the rates indicated in the following schedules. Compacted refuse will be charged two times (double) the uncompacted rate.

In the Uptown and Parkway shopping centers, the commercial refuse charge will be billed according to the table below for the classification of business occupying the parcel/rental space. The owner of record per the Benton County auditor's office will be billed when multiple tenants occupy one parcel. On parcels with one tenant, refuse will be billed to the active utility account for that tenant. When these parcels are vacant, the utility charges will revert to the owner/landlord account. Abeyance is not allowed for vacant status due to the container being shared and still needing service on a regular basis. Review and adjustment of charges will be available no less frequently than every six months to keep the customer accounts current with the classification of businesses in each space.

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

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

COMMERCIAL COLLECTION RATES

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

COMMERCIAL COLLECTION RATES

Container Size	Collection Frequency per Week					Unscheduled Pickup	Commercial Call Back	Container Size Change Fee
	1X	2X	3X	4X	5X			
Commercial cardboard recycling 4 yard	40.30	80.55	120.80	160.95	201.25	24.35	26.00	50.00

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

G. Commercial recycling is an optional service available upon request beginning in spring 2012. The recycling container allows for a mix of recyclable materials in one container. The allowed recyclables include cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill. Call back fees apply for any recycling containers that are not accessible on the scheduled pickup day.

COMMERCIAL RECYCLING RATES

Container Size	EOW* Service	Weekly Service	Extra Pickup
96 Gallon	\$5.70		
300 Gallon	13.90		
96 and 300 Gallon – Call Back	12.00		
4 Yard		\$116.45	\$26.90
6 Yard		148.10	34.20
8 Yard		179.75	41.50

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

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

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Resident	Up to 1,200 lbs.	\$10.00	Ordinary residential waste including, but not limited to, construction and demolition waste and extra refuse.
	Over 1,200 lbs.	See Commercial Rate	
Richland Resident	All	\$0.00	Clean yard waste.
Non-Richland Resident	Up to 1,200 lbs.	\$25.00	

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

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

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

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Commercial	Up to 1,200 lbs.	\$30.00 per load	Garbage, refuse, rubbish and construction remodel demolition waste.
Non-Richland Commercial	Up to 1,200 lbs.	54.25 per load	
Richland Commercial	Over 1,200 lbs.	51.10 per ton	
Non-Richland Commercial	Over 1,200 lbs.	76.15 per ton	
Richland Commercial	Per ton	25.00	Commercial disposal of concrete, asphalt, rock or dirt.
Non-Richland Commercial	Per ton	49.00	
Richland Commercial	Per ton	25.00	Clean yard waste.
Non-Richland Commercial	Per ton	40.00	
<u>Richland Commercial</u>	<u>Per ton</u>	<u>0.00</u>	<u>Chipped yard waste. This is limited to organic material chipped to a maximum dimension of three inches using a chipper machine in a commercial operation.</u>
<u>Non-Richland Commercial</u>	<u>Per ton</u>	<u>0.00</u>	
Tires Only	Car tires	4.00 each	Disposal of tires. The same charge applies to all customers.
	Truck tires	9.00 each	
	Heavy equipment	125.00 per ton \$30.00 minimum	
Tires with Rims	Car tires	7.00 each	
	Truck tires	12.00 each	

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

Customer	Load Size	Rate	Description/Qualifiers
	Heavy equipment	125.00 per ton \$30.00 minimum	
Petroleum Contaminated Soil	Per ton	103.00 per ton	<u>Disposal of soil that has been contaminated by gas, diesel or other petroleum products.</u>

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

K. All users of the disposal site will receive a receipt for their charges. Requests for production of the signed receipts or scale tickets will be subject to an administrative fee. [Ord. 79 § 5.02; Ord. 462; Ord. 719; Ord. 81-74 § 1.02; Ord. 22-75 § 1.09; Ord. 53-75; Ord. 51-76 § 1.02; Ord. 87-77; Ord. 92-79; Ord. 67-81; Ord. 59-82; Ord. 36-84; Ord. 21-85; Ord. 21-86; Ord. 31-86; Ord. 3-88; Ord. 13-89; Ord. 7-90; Ord. 31-90; Ord. 16-93; Ord. 38-95; Ord. 52-99; Ord. 37-02; Ord. 21-05; Ord. 03-10 § 1.03; Ord. 03-12 § 1; Ord. 10-12 § 1; Ord. 43-12 § 1.01; Ord. 43-12A § 1.01; Ord. 15-13 § 1.02].

Section 1.04 This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, CMC
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 22-15, Increasing 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan

Department:
Public Works

Ordinance/Resolution Number:
22-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 22-15, increasing 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan.

Summary:

State law requires that an ordinance be adopted to increase the budgeted appropriations. Ordinance No. 22-15 proposes to amend the 2015 - 2030 Capital Improvement Plan (CIP) and increase appropriations in the Water Administration budget.

The increase to the Water Administration budget will add \$80,000 to the Expert Service budget to compensate developers for oversizing water pipelines within the Westcliffe Subdivision. One developer project is complete, with an estimated cost for the City's share of the pipeline of \$53,000. A second developer project is anticipated later in 2015. Agreements to expend these funds will be prepared for Council consideration after staff analysis of the specific scope and costs.

The proposed ordinance will increase appropriations in the Special Assessment Construction Fund and reduce appropriations in the Wastewater Fund, both actions being associated with the Reata Road Area Utility Local Improvement District. The South Richland Utility Local Improvement District, funded in the Wastewater Fund, will be removed from the 2015 - 2030 Capital Improvement Plan (CIP) and replaced with the Reata Road Area Utility Local Improvement District, to be funded in the Special Assessment Construction Fund.

As required, a public hearing is being held at tonight's Council meeting to consider this proposal. Staff recommends approval of the ordinance.

Fiscal Impact:
Yes

The proposed ordinance will increase appropriations in the Water Administration Expert Service budget by \$80,000 from undesignated Water Facility Fees. The unencumbered Water Facility Fee reserve is \$758,223.

The 2015 - 2030 Capital Improvement Plan, Wastewater Fund section, included the South Richland Utility Local Improvement District with a budget of \$13,038,820 in 2015 and 2016, with \$6,519,410 appropriated in 2015. The project will be removed from the Wastewater Fund budget and replaced with the Reata Road Area Utility Local Improvement District, funded with an \$850,000 bank line of credit in the Special Assessment Construction Fund. The line of credit will be used pending Council approval of the Reata Area Local Improvement District.

Attachments:

I. Ordinance 22-15

ORDINANCE NO. 22-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations in the Water Fund and the Special Assessment Construction Fund.

WHEREAS, on November 18, 2014, Richland City Council approved Ordinance No. 36-14 approving the 2015 Budget, including the 2015–2030 Capital Improvement Plan (CIP). The Budget includes the Water Administration division of the Water Fund and the CIP includes the South Richland Utility LID project, which is appropriated in the Wastewater Fund; and

WHEREAS, Richland Municipal Code, Title 18.34 authorizes City participation in water system extensions for capacity enhancement; and

WHEREAS, the City's 2010 Water System Plan calls for a pipeline through the Westcliffe subdivision area larger than would be typically installed for local service demands; and

WHEREAS, in April 2014, the City's Public Works Department engineering staff approved the construction plans for the oversized water pipeline in Westcliffe Phase 12 and Westcliffe LLC began installation of the oversized water pipeline; and

WHEREAS, the City's Public Works Department engineering staff have observed its installation and testing, and reviewed and verified the construction costs provided by Westcliffe LLC; and

WHEREAS, staff communications with the Westcliffe developer suggest that another oversized pipeline construction project will occur later in 2015 as part of another phase of subdivision development; and

WHEREAS, the City collects water facility fees on new development to pay for water system capacity expenses; and

WHEREAS, the water facility fee funding source is appropriate for reimbursement to developers for oversizing and has a current undesignated balance of \$758,223; and

WHEREAS, the South Richland Utility Local Improvement District project was included in the CIP and in Wastewater Fund appropriations in anticipation of property owners petitioning the City Council for water and sewer pipeline extensions through a local improvement district; and

WHEREAS, the City Council will consider forming a local improvement district for property owners in the Reata Annexation in April of this year; and

WHEREAS, City staff has estimated the budget for the proposed local improvement district and identified a line of credit method of financing the project through construction; and

WHEREAS, the proposed local improvement district is smaller in scope and budget than that anticipated in the CIP; and

WHEREAS, RCW 35.33.121(5) provides that, upon a finding that it is to the best interest of the city to do so, the City Council may decrease all or any portion of the total appropriations provided for any one fund, and the moneys thus released may be re-appropriated for another purpose, without limitation to department, division or fund; and

WHEREAS, if the City Council approves the local improvement district, the construction would be more appropriately accounted for in the Special Assessment Construction Fund rather than as currently budgeted in the Wastewater Fund; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 7, 2015, regarding the increase in appropriations in the Water Fund budget and in the Special Assessment Construction Fund.

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

Section 1. Facts Constituting Emergency. The revenues and 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 City's Water Fund and the Special Assessment Construction Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended in the Water Fund to provide for \$80,000 in additional appropriations from water facility fee reserves. In addition, the 2015 Budget is also hereby amended to remove the \$6,519,410 South Richland ULID appropriation, funded by a line of credit, from the Wastewater Fund; and to re-appropriate \$850,000 of this amount in the Special Assessment Construction Fund in support of the Reata Road Area ULID. The aforementioned changes to appropriations are summarized as follows:

Water Fund

Current Appropriation:	\$16,681,287
Increase in Appropriation:	<u>\$ 80,000</u>
Amended Appropriation:	\$16,761,287

Wastewater Fund

Current Appropriation:	\$19,784,349
Reduction in Appropriation:	<u>(\$ 6,519,410)</u>
Amended Appropriation:	\$13,264,939

Special Assessment Construction Fund

Current Appropriation:	\$ 5,279
Increase in Appropriation:	<u>\$ 850,000</u>
Amended Appropriation:	\$ 855,279

Section 4. The 2015–2030 Capital Improvement Plan is amended to remove the South Richland Utility Local Improvement District and add the Reata Road Area Utility Local Improvement District project, as shown in the attached exhibits.

Section 5. 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:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

Reata Road Area Utility Local Improvement District

Type of Project		Partnership Project?		Project #	
Wastewater		NO		WW130004	
Key #	Goal #	Strategic Leadership Plan Project?		No	
2	2				
PROJECT NAME: Reata Road Area Utility Local Improvement District					
PROJECT ADMINISTRATION: Public Works Administration and Engineering					
PROJECT LOCATION: South Richland					
PROJECT TIMELINE: 2014 - 2017					
RESPONSE TO *GMA LEVEL OF SERVICE? YES					

PROJECT DESCRIPTION

The project would construct sewer and water main lines to an area of south Richland through formation of a local improvement district. The project will include gravity sewer lines and domestic water lines within the Reata Annexation area south of Reata Road, north of I-82 with Leslie Road to the east and the KID canal to the west.

PROJECT ASSUMPTIONS

Council approves an LID formation ordinance after the required public hearing is held.

BENEFITS

The project facilitates private development activity by constructing water and sewer infrastructure for the entire area in a single project. Completing this infrastructure in a single project simplifies future private development projects and City administration of those projects. The project will also end an interim water supply arrangement for two properties in this area that are currently served by Badger Mountain Irrigation District.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
DESIGN	36,000			36,000					
CONSTRUCTION MANAGEMENT	70,000			70,000					
CONSTRUCTION	640,000			640,000					
10% CONTINGENCY	64,000			64,000					
OTHER ENG. SERVICES	40,000			40,000					
	-								
TOTAL	\$ 850,000	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
LINE OF CREDIT	850,000			850,000					
	-								
	-								
	-								
	-								
TOTAL	\$ 850,000	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2015	2016	2017	2018	2019	2020
	-								
	-								
	-								
	-								
TOTAL	\$ -	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

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

Department:

Administrative Services

Ordinance/Resolution Number:

12-15

Document Type:

Ordinance

Recommended Motion:

Give second reading, by title only, and pass 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 \$31,073,541 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 \$31,073,541 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 \$13,127,724 and fund balance of \$17,945,817.

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.

First Reading of Ordinance No. 12-15, was given at the March 17, 2015, Council Meeting. Since the first reading, the total carryovers increased by \$30,417 due to year end adjustments to Accounts Payable in the Streets Fund.

Fiscal Impact:

Yes

The total increase in appropriations to the 2015 operating budget is \$31,073,541. This includes the carryover of \$27,707,788 in approved CIP projects, \$1,917,174 in other grant funded programs and \$1,448,579 in encumbered goods and services and expanded programs.

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 \$31,073,541 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 \$13,127,724 and fund balance in the amount of \$17,945,817. These balances are identified for each fund in the following table:

CHANGES IN APPROPRIATION FROM 2014 CARRYOVERS

FUND #	FUND NAME	SOURCES OF FUNDS			USES OF FUNDS		
		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	8,389,149	-	8,389,149	5,229,682	8,389,149	13,618,831
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	\$ 13,127,724	\$ 17,945,817	\$ 31,073,541	\$ 171,622,803	\$ 31,073,541	\$ 202,696,344

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 12, 2015

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 CORPORATION	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				<u>44,164</u>
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				<u>17,188</u>
404-433-0004-537820-4117	3/20/2014	PARAMETRIX INC	PO53837	25,696
TOTAL SOLID WASTE FUND				<u>25,696</u>
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				<u>503,936</u>
643-621-0004-525303-4116	7/11/2014	MID COLUMBIA ENGINEERING INC	SO15827	5,737
TOTAL BCES FUND				<u>5,737</u>
TOTAL ENCUMBERED AND MISCELLANEOUS CARRYOVERS				<u>\$ 1,448,579</u>

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		<u>6,556,962</u>
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		410,474
301-402-0046-595300-6393	STEVENS DRIVE SOUTH EXTENSION		2,079,874
301-402-0046-595300-6396	DUPORTAIL STREET RECONSTRUCTION		152,898
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		<u>8,389,149</u>
FIRE STATION PROJECT			
317-900-0006-594192-6403	FIRE STATION #74 CONSTRUCTION		2,724,042
	TOTAL FIRE STATION #74 CONSTRUCTION FUND		<u>2,724,042</u>
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		<u>1,249,450</u>
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		<u>1,204,576</u>
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		<u>5,279</u>

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		<u>1,700,114</u>
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		<u>3,193,710</u>
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		<u>51,658</u>
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		<u>1,490,962</u>
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		<u>1,141,886</u>
	TOTAL CAPITAL PROJECT CARRYOVER		<u>\$27,707,788</u>

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		<u>350,173</u>
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		<u>1,064,979</u>
SECOMM GRANT CARRYOVER			
641-601-000X-528710-xxxx	E911-STATE GRANT - SECOMM		<u>32,455</u>
	TOTAL SECOMM GRANT		<u>32,455</u>
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
			<u>469,567</u>
	TOTAL GRANT CARRYOVER		<u>\$ 1,917,174</u>
2014 ENCUMBERED/MISCELLANEOUS CARRYOVER			<u>\$ 1,448,579</u>
2014 CAPITAL PROJECT CARRYOVER			<u>27,707,788</u>
2014 GRANT CARRYOVER			<u>1,917,174</u>
TOTAL 2014 CARRYOVER			<u>\$31,073,541</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element:

Subject:

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

Department:

Community & Development Services

Ordinance/Resolution Number:

14-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 14-15, Amending RMC Sections 2.13 and 2.16, Dissolving the Housing and Community Development Advisory Committee and Transferring Duties to the Planning Commission Ordinance No. 14-15,

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. Council gave first reading to this ordinance at the March 17 meeting.

* Note: The first paragraph of RMC 2.04.110, Boards, Commissions and Committees, included in Ordinance 14-15 was inadvertently red-lined; this error has been corrected in the current version of the ordinance attached.

Fiscal Impact:

None.

Attachments:

- I. Ordinance 14-15, Housing & Community Development Advisory Committee Dissolution

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:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 6 - Community Amenities

Subject:

Ordinance No. 16-15, Approving the Refunding of PFD Bonds and Authorizing the Execution of a Contingent Loan Agreement and Restated Interlocal Agreement with the Richland PFD

Department:

Community & Development Services

Ordinance/Resolution Number:

16-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 16-15, approving the refunding of PFD Bonds and authorizing the execution of a Contingent Loan Agreement and Restated Interlocal Agreement with the Richland PFD.

Summary:

In July of 2002, the Richland Public Facilities District was created to develop a tourist-related facility of at least \$10 million in value. Under Washington law, the District imposed a 0.033% sales and use tax which is deducted from funds that would otherwise go to the State. The District created this funding source to pay debt service on a bond to help fund the project. In order to maximize the amount of money that could be borrowed, the City agreed through an Interlocal Agreement to pledge \$125,000/ year from lodging tax. In order to secure the most favorable interest rate, the City also entered into a Contingent Loan Agreement, committing to loan the PFD money, if necessary, to service the bond debt. With consent from the City the District sold \$7 million in bonds. After a few unfortunate setbacks, the Reach Interpretive Center is now open to the public on a site sub-leased from the City in Columbia Park.

Both the City and District now agree that refinancing the bonds at today's attractive rates would be beneficial. In preparation for the issuance of Refunding Bonds, it is appropriate to refresh both the Interlocal Agreement and the Contingent Loan Agreement. The amendments to the Interlocal Agreement renew the City commitment to provide \$125,000/ year for the duration of the bonds but more clearly limits how this funding can be used. The proposed new Contingent Loan Agreement will clarify the understand between the City and District about the circumstances that may necessitate a loan and how such a loan would be repaid.

Council gave first reading to this enabling ordinance at the March 24 special meeting. Passage is the next step to rate and sell refunding bonds which will result in smaller payments and lower the associated exposure to the City.

Fiscal Impact:

Under the existing 2004 agreements the City is already obligated to contribute \$125,000/ year and loan funds if necessary to service the debt on the current PFD Bonds. Unless there is a major downturn in the City's economy during the next 15 years, the District's sale tax, plus the agreed contribution from the Benton PFD and the City's lodging tax is more than sufficient to service the debt. The proposed refinancing will not extend the term of the original bonds but will lower the annual debt service, making the potential of a contingent loan even less likely.

Attachments:

1. Ordinance No. 16-15, Richland PFD Bond Refinance
2. 2015 Contingent Loan Agreement
3. 2015 Interlocal Lodging Tax Agreement

ORDINANCE NO. 16-15

AN ORDINANCE of the City of Richland, Washington, approving the refunding of certain bonds issued by the Richland Public Facilities District that are guaranteed by the City; authorizing the execution of a Contingent Loan Agreement, a First Amended and Restated Interlocal Agreement and amendments to other related agreements; and providing for other matters properly relating thereto.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

Section 1. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Plan of Cooperative Financing.* The City is authorized by chapter 67.28 RCW to acquire and operate “tourism-related facilities.” Pursuant to RCW 67.28.130, the City and the Richland Public Facilities District (the “District”) each have contributed to the financing of the construction, operation and maintenance of the Hanford Reach Interpretive Center (the “Regional Center”). In particular:

(1) The City and the District previously entered into the Interlocal Agreement for the Financing of a Regional Center, dated January 13, 2004 (the “Lodging Tax Agreement”) evidencing the City’s obligation to contribute money to the District for purposes of the joint development of the Regional Center.

(2) The District previously issued its Limited Sales Tax Bonds, 2004 (the “2004 Bonds”) to finance capital expenditures relating to the Regional Center, expected to be repaid from: (i) sales and use taxes imposed by the District under RCW 82.14.390 (Sales Tax); (ii) amounts received from the Benton County Public Facilities District (“Benton PFD”) derived from sales and use taxes imposed by the Benton PFD; and (iii) amounts received from the City under the Lodging Tax Agreement.

(3) The City and the District entered into a Contingent Loan Agreement dated as of January 13, 2004 (the “Prior Contingent Loan Agreement”) evidencing the City’s obligation to loan the District money, if necessary, to pay when due debt service on the District’s 2004 Bonds. The City has never been asked to loan the District money under the Prior Contingent Loan Agreement.

(4) The District has advised the City that the District expects to issue additional bonds (the “District 2015 Bonds”) to refund the District’s currently outstanding 2004 Bonds, and has requested that the City provide a similar debt service guaranty under a new Contingent Loan Agreement. The plan of refunding is expected to reduce the District’s debt service obligations, which would reduce the amount of loans the City might otherwise be required to make under the Prior Contingent Loan Agreement. To

provide for such refunding, it is in the City's best interests to enter into an amended Lodging Tax Agreement and to enter into a new Contingent Loan Agreement (the "2015 Contingent Loan Agreement") in relation to the District's 2015 Bonds proposed to be issued.

(5) The City has reviewed the history of sales and use tax collections by the District, the payments received by the District from the Benton PFD and the amounts that the City is to pay to the District under the Lodging Tax Agreement, and does not currently expect, based on the historical information, that it is likely to be required to make loans under the 2015 Contingent Loan Agreement.

Section 2. City Approval of the 2015 Bonds. The Administrative Services Director is authorized to review and, if acceptable to her, approve the terms and conditions of the issuance of the 2015 Bonds in accordance with Section 7.03 of the Prior Contingent Loan Agreement.

Section 3. Approval of 2015 Contingent Loan Agreement. The City approves the 2015 Contingent Loan Agreement in substantially the form attached hereto as Exhibit A. The City Manager or designee is authorized to execute the 2015 Contingent Loan Agreement on the City's behalf, but only if (a) the District issues 2015 Bonds before December 31, 2015 (with the delivery of such amendments to be effective as of the date such 2015 Bonds are issued); and (b) the District's aggregate debt service obligations on its bonded indebtedness are reduced as a result of the issuance of such 2015 Bonds. The City Manager or designee may approve, on the City's behalf, changes to the form of agreement, including material changes, and the City Manager or designee's signature on the 2015 Contingent Loan Agreement shall be construed as the City's approval of such changes.

Section 4. Approval of Amended Lodging Tax Agreement. The City approves the First Amended and Restated Interlocal Agreement for the Financing of a Regional Center (the "Amended Lodging Tax Agreement") in substantially the form attached hereto as Exhibit B. The City Manager or designee is authorized to execute such agreement on the City's behalf. The City Manager or designee may approve, on the City's behalf, further changes to the amendment, including material changes, and the City Manager or designee's signature on the Amended Lodging Tax Agreement shall be construed as the City's approval of such changes.

Section 5. Pledge of Full Faith and Credit. The City acknowledges and agrees that the District will pledge the proceeds of any Loan made by the City under the 2015 Contingent Loan Agreement and the Lodging Tax Contribution made under the Amended Lodging Tax Agreement, to the payment of the 2015 Bonds. In light of this pledge and acknowledgement, the City's obligations (a) to make loans to the District from time to time in the amounts, at the times and in the manner required under the 2015 Contingent Loan Agreement, will be treated as a general indebtedness of the City payable from tax revenues of the City, including the City's Additional Lodging Tax (as defined in the

Amended Lodging Tax Agreement), and such other money as is lawfully available for this purpose. The full faith, credit and resources of the City are pledged irrevocably for the prompt availability of funds sufficient to make those loans and payments at the times and in the manner required in accordance with the terms of the 2015 Contingent Loan Agreement and the Amended Lodging Tax Agreement.

Section 6. Official Statement; Continuing Disclosure.

(a) *Official Statement.* To assist an underwriter for the 2015 Bonds in meeting the requirements of paragraph (b)(1) of Rule 15c2-12, if applicable, the Administrative Services Director shall review and, if acceptable to her, approve those portions of the Official Statement prepared in connection with the offering of the 2015 Bonds that describe or summarize the City and its finances, the Lodging Tax Agreement and the Contingent Loan Agreement.

(b) *Undertaking to Provide Continuing Disclosure.* To assist the Underwriter in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, the City's written undertaking to provide continuing disclosure for the benefit of holders of the 2015 Bonds is to be set forth in the 2015 Contingent Loan Agreement.

Section 7. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance without the consent of any beneficial or registered owner of any 2015 Bond (a) to add covenants and agreements that do not materially adversely affect the interests of such bondowners, or to surrender any right or power reserved to or conferred upon the City; or (b) to cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of such bondowners.

Section 8. General Authorization and Ratification. The City Manager, City Clerk, Administrative Services Director, and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 9. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10. Effective Date of Ordinance. This ordinance shall take effect and be in force on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 12, 2015

[Form of Contingent Loan Agreement]

[Form of Lodging Tax Agreement Amendment]

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 16-15 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 7, 2015, as that ordinance appears on the minute book of the City.

2. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: April 7, 2015.

CITY OF RICHLAND, WASHINGTON

Marcia Hopkins, City Clerk

DRAFT DATED 3/16/15

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

City of Richland

Richland, WA _____

Attention: _____

2015 CONTINGENT LOAN AGREEMENT

Grantor: City of Richland, Washington

Grantee: Richland Public Facilities District

Legal Description: N/A

Assessor's Tax Parcel ID#: N/A

Reference # (If applicable):

DRAFT DATED 3/16/15

**CONTINGENT LOAN AGREEMENT
(2015)**

between

CITY OF RICHLAND, WASHINGTON

and

RICHLAND PUBLIC FACILITIES DISTRICT

Dated as of

_____, 2015

TABLE OF CONTENTS

Article I . Definitions	2
Article II . Debt Service Account; Loans to the District; Repayment Terms	2
Section 2.01 Debt Service Account	2
Section 2.02 Loans to the District	3
Section 2.03 Time and Making of Loans	3
Section 2.04 Covenant Regarding Debt Limit	4
Section 2.05 Repayment Terms	4
Section 2.06 Nature of District's Obligation	5
Section 2.07 Nature of City's Obligation	5
Section 2.08 City Acknowledgments	5
Article III . Rights of City Upon Making Loans	6
Article IV . Additional Obligations of the District	6
Section 4.03 Third Party Beneficiary	7
Section 4.04 Ownership	7
Section 4.05 Refinancing	7
Article V . Remedies Upon Default	8
Section 5.01 Remedies of City on Default	8
Section 5.02 Remedies of District on Default	8
Section 5.03 No Remedy Exclusive	8
Section 5.04 No Implied Waiver	8
Section 5.05 Agreement to Pay Attorneys' Fees and Expenses	8
Section 5.06 Dispute Resolution	8
Article VI . Hold Harmless	9
Article VII . Continuing Disclosure Undertakings	9
Section 7.02 Type of City Annual Financial Information Undertaken to be Provided	10
Section 7.03 Amendment of City's Continuing Disclosure Undertaking	10
Section 7.04 Termination of Continuing Disclosure Undertaking	10
Section 7.05 Remedy for Failure to Comply with Continuing Disclosure Undertaking	10
Section 7.06 District's Continuing Disclosure Undertaking	11
Article VIII . Miscellaneous	11
Section 8.01 Interlocal Cooperation Act Provisions	11
Section 8.02 Governing Law; Venue	11
Section 8.03 Notices	12
Section 8.04 Binding Effect	12
Section 8.05 Severability	12
Section 8.06 Amendments	12
Section 8.07 Additional Sales Tax Bonds	13
Section 8.08 Waiver of Breach	13
Section 8.09 No Rights Created in Third Parties	13
Section 8.10 Time of Essence	13
Section 8.11 Termination of Agreement	13
Section 8.12 Agreement Supersedes Prior Contingent Loan Agreement	13
Exhibit A: The 2015 Bond Resolutions	
Exhibit B: Form Deficiency Notice	
Exhibit C: Form Draw Notice	
Exhibit D: Form Cancellation Notice	

**CONTINGENT LOAN AGREEMENT
(2015)**

THIS CONTINGENT LOAN AGREEMENT (2015) (this “Agreement”) dated as of _____, 2015, is made by and between the CITY OF RICHLAND, a municipal corporation of the State of Washington (the “City”), and the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington (the “District”);

W I T N E S S E T H :

WHEREAS, the City is authorized by chapter 67.28 RCW to acquire and operate “tourism-related facilities;”

WHEREAS, RCW 67.28.080(7) defines “tourism related facility” to mean real or tangible property with a usable life of three or more years that is owned by a public or nonprofit entity and is used to support tourism, performing arts, or to accommodate tourist activities;

WHEREAS, the District is authorized by chapter 35.57 RCW to acquire, construct, own, remodel, maintain, equip, repair, finance and operate one or more “regional centers;”

WHEREAS, RCW 35.57.020 defines “regional center” to include convention centers and facilities available to the public and used for community events, trade shows, and artistic, musical, theatrical, or other cultural exhibitions, presentations, or performances, together with related parking facilities, so long as such facilities serve a regional population and are constructed, improved or rehabilitated after July 25, 1999, at a cost of at least \$10 million;

WHEREAS, RCW 67.28.130 authorizes the City and the District to participate in the financing of all or any part of a regional center on such terms as may be fixed by agreement between the respective legislative bodies without submitting the matter to a vote of the electors thereof, unless the provisions of the general laws of this state applicable to the incurring of indebtedness require such submission;

WHEREAS, pursuant to such authority, the District commenced construction on a regional center prior to January 1, 2004, and ultimately acquired, constructed and equipped the Hanford Reach Interpretive Center (the “Regional Center”) on a site described in the Real Property Agreements (i.e., collectively, (a) the Department of Army Lease to the City of Richland, Washington for Public Park and Recreational Purposes (No. W912EF-1-04-14), by and between the City and the U.S. Army Corps of Engineers, dated as of March 26, 2004, and as it may be amended from time to time; (b) Sublease Agreement (Columbia Park West) (Contract No. 43-11), by and between the City and the District, dated as of July 13, 2011, as amended by the [First] Amendment to Sublease Agreement, as of February 21, 2012, and by the Second Amendment to Sublease Agreement, dated as of September 19, 2012, and as may be further amended from time to time; and (c) the Facility Contingency Fund Agreement, dated as of April 19, 2013, by and between the City and PFD), all at a cost in excess of \$10 million, including debt service;

WHEREAS, the City and the District intend that the Regional Center will continue to be maintained and operated as both a “tourism related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020;

WHEREAS, the Contingent Loan Agreement dated as of January 13, 2004 (the “Prior Agreement”), between the City and the District, evidenced the City’s obligation to loan the District money, if necessary, to pay debt service on the District’s Limited Sales Tax Obligation Bonds, 2004 (the “2004 Bonds”), which 2004 Bonds were authorized by Resolution No. 01-04 of the District (the “2004 Bond Resolution”);

WHEREAS, by Resolution No. _____ (the “2015 Bond Resolution”), the District has authorized the issuance and sale of its Limited Sales Tax Obligation Refunding Bonds, 2015 (the “2015 Bonds”), the proceeds of which are to be used to carry out the defeasance and refunding of the outstanding 2004 Bonds (the “Refunded Bonds”);

WHEREAS, pursuant to statutory authority, the City and the District have entered into the First Amended and Restated Interlocal Agreement for the Financing of a Regional Center (the “Interlocal Agreement”) as of the date hereof, setting forth certain agreements between the City and the District regarding the City’s Lodging Tax Contribution and other arrangements relating to the financing and administration of the funding for the Regional Center;

WHEREAS, in consideration for the City’s commitment to make such loans upon the terms and conditions set forth herein, the District will make the financial covenants set forth herein;

WHEREAS, it is now necessary to enter into this Agreement to evidence the City’s obligation to loan the District money, if necessary, to pay debt service on the 2015 Bonds, when due;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows.

Article I. Definitions

Unless the context clearly requires otherwise, capitalized terms used in this Agreement have the meanings given such terms in this Agreement (including the recitals set forth above) and, if not otherwise defined in this Agreement, such terms shall have the meanings given such terms in the 2015 Bond Resolution, a copy of which is attached hereto as Exhibit A.

Article II. Debt Service Account; Loans to the District; Repayment Terms

Section 2.01 Debt Service Account. For so long as the 2015 Bonds remain outstanding, the City shall hold, invest and administer the Debt Service Account on behalf of the District. The Debt Service Account shall be divided into two subaccounts: a Principal and Interest Subaccount and a Reserve Subaccount, all as set forth in the 2015 Bond Resolution.

Section 2.02 Loans to the District. For the purpose of paying debt service on the 2015 Bonds, the City will lend, and the District will borrow, money at the times and in the amounts set forth in Section 2.03. The aggregate principal amount of all loans and equity payments to be made by the City pursuant to this Agreement shall not exceed \$_____, which is equal to the original principal amount of 2015 Bonds, plus all interest accrued and to accrue on the 2015 Bonds.

Section 2.03 Time and Making of Loans.

(a) City Budgeting for Loans; Deficiency Notice. No later than the 90 days before each Debt Service Payment Date, the City shall review the amount on deposit in the Debt Service Account (including both the Principal and Interest Subaccount and the Reserve Subaccount) to determine whether any City budgetary action may be required prior to the upcoming Debt Service Payment Dates. If, upon such review, it appears there will be insufficient money available in the Debt Service Account on the upcoming Debt Service Payment Date to make the required debt service payment, the City shall (1) no later than 60 days prior to the upcoming Debt Service Payment Date, communicate with the District regarding the amount of the expected deficiency; and (2) after discussion with the District regarding any anticipated deposits, take such action as may be necessary or convenient (if any) to include in its budget the amounts reasonably expected to be required to make the loans described in this section, including preparation of a budget amendment (if necessary). If, on the date that is 20 days prior to an upcoming Debt Service Payment Date, it appears there will be insufficient money available in the Debt Service Account (including both the Principal and Interest Subaccount and the Reserve Subaccount) on the upcoming Debt Service Payment Date to make the required debt service payment, the City shall provide a notice in substantially the form set forth in Exhibit B (a "Deficiency Notice"). For the purpose of projecting potential insufficiencies under this subsection, the parties may assume that the City will make payments to the District at the times, and in the amounts, required by the Interlocal Agreement. However, this does not in any way relieve the City of the obligation to make Loans as set forth in subsection (b) if there is an insufficiency in the Debt Service Account for any reason.

(b) Loans to the District. The City shall review the balance in the Debt Service Account as of the close of business on the 5th Business Day immediately preceding each Debt Service Payment Date. If a Deficiency Notice was given under subsection (a) but the money then available in the Debt Service Account is sufficient to make the required debt service payment on the upcoming Debt Service Payment Date, the City shall notify the District that no loan will be made. If, however, the money available in the Debt Service Account is then insufficient, regardless of whether a Deficiency Notice was given, the City shall promptly give to the District a written Notice of Loan Funding provided in substantially the form set forth in Exhibit C. No later than the close of business on the Business Day immediately preceding that Debt Service Payment Date, the City shall make a loan to the District by depositing to the Principal and Interest Subaccount an amount that, when added to amounts then available in the Principal and Interest Subaccount and the Reserve Subaccount, will be sufficient to pay all principal of and interest on the 2015 Bonds then coming due. The proceeds of the loan shall be deposited into the

Principal and Interest Subaccount in United States Dollars and immediately available funds and shall be used to pay principal of and interest on the 2015 Bonds then coming due.

Section 2.04 Covenant Regarding Debt Limit.

(a) The District does not intend to submit this Agreement and any indebtedness created hereunder to voters for approval. Under existing laws, the District may incur non-voted indebtedness in an aggregate amount equal to 0.5% of the value of the taxable property within the District. In light of the foregoing, and to comply with RCW 67.28.130, the District will not incur additional indebtedness (including in the ordinary course of business) after the date of this Agreement except as otherwise permitted under Section 8.07 of this Agreement.

(b) In the event the District lacks sufficient non-voted debt capacity to incur a loan in the amount specified in Section 2.03 (a "Loan Amount"), the District shall incur a loan for an amount equal to the District's remaining non-voted debt capacity, if any, and the amount by which the Loan Amount exceeds the District's then-remaining non-voted debt capacity shall be deemed an equity payment ("Equity Payment") by the City. Equity Payments need not be repaid pursuant to Section 2.04. However, within 60 days after each such Equity Payment, the District shall convey to the City a tenancy-in-common interest in the Regional Center. The ownership interest so transferred will be a percentage of the Regional Center, the numerator of which shall be the Equity Payment, and the denominator of which shall be the aggregate original principal amount of the 2015 Bonds.

(c) If the District pays to the City the Repurchase Price (defined below), the City shall transfer back to the District any ownership interest in the Regional Center acquired by the City pursuant to paragraph (b), above. The Repurchase Price is an amount equal to the sum of: (i) all Equity Payments (other than those that were the subject of a prior repurchase under this paragraph); *plus* (ii) all costs incurred by the City relating to the transfer of title when the City acquired the ownership interest that the District is repurchasing; *plus* (iii) interest on the sum of the amounts described by clauses (i) and (ii), calculated from the date(s) of the relevant Equity Payment(s) on the basis of a 365/366-day year, for the actual number of days elapsed. The District shall be responsible for the costs of transferring title back to the District and recording costs associated with the repurchase. The rate of interest to be used for purposes of this calculation shall be a variable rate equal to the monthly average rate of return on the State of Washington Local Government Investment Pool (or its successor), as determined as of the last day of each month, and shall change monthly as of the first day of each month.

(d) The transfers of ownership interests authorized by this Section are intended to reflect the joint and cooperative nature of the financing of the Regional Center and to establish the manner in which property is to be acquired, held and disposed under this Agreement, as required by RCW 39.34.030(3)(e) and 39.34.030(4)(b).

Section 2.05 Repayment Terms.

(a) The principal amount of each Loan to the District hereunder, together with interest as provided in subsection (b) of this section, shall be repaid by the District from available

Sales Tax Revenues and other legally-available District money (which may include, without limitation, other tax receipts and net operating revenues determined by the District Board to be available after consultation with the City, giving due regard to reasonable and necessary operating expenses), subject to the flow of funds set forth in Section 15 of the 2015 Bond Resolution, within one year after the date of the making of the loan. Upon written consent of the City Manager, the repayment may be amortized in scheduled approximately equal installments of principal and interest over a period of not to exceed five calendar years from the date of the loan, or such longer time as may be approved by the City Council. However, no loan maturity may extend beyond the date on which the Sales Tax expires or may no longer be collected by the District. Loan payments will be applied *first* to interest owed to the City on account of all outstanding loans and *second* to the principal of all outstanding loans in the order in which such loans were incurred.

(b) Each loan made under the terms of this Agreement will bear interest from the date of the loan until the date such loan is repaid. Interest on the loans will be calculated on the basis of a 365/366-day year, for the actual number of days elapsed. The rate of interest borne by each loan hereunder shall be a variable rate equal to the monthly average rate of return on the State of Washington Local Government Investment Pool (or its successor), as determined as of the last day of each month in which a loan is outstanding, and shall change monthly as of the first day of each month in which a loan is outstanding.

Section 2.06 Nature of District's Obligation. The District's obligation to make the loan repayments to the City from the sources identified herein from and after the date the District first incurs a loan under Section 2.02 shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The full faith and credit of the District is hereby pledged for the payment of all amounts owed to the City under this Agreement. The District's obligations under this Agreement shall continue in effect and shall survive the satisfaction of the District's obligations under the 2015 Bonds and the 2015 Bond Resolution until such time as principal and interest due to the City pursuant to any loan or loans made hereunder have been repaid, together with any costs owed to the City pursuant to Section 5.05 and Article VI. To further its ability to make such payments to the City, the District hereby irrevocably covenants and agrees to continue imposing the Sales Tax pursuant to RCW 82.14.390 at the maximum rates authorized and for so long as the District has the statutory authority to do so.

Section 2.07 Nature of City's Obligation. The City's obligation to advance funds to the District in the amounts, at the times and in the manner described herein shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The full faith, credit and resources of the City are pledged irrevocably for the payment to the District of the amounts described herein. The City agrees to advance funds to the District hereunder regardless of whether the Regional Center is operating at any particular time. The obligations of the City hereunder shall terminate upon payment in full of the principal of and interest on all outstanding 2015 Bonds.

Section 2.08 City Acknowledgments. The City acknowledges and agrees that the District will pledge any loan proceeds it receives under this Agreement, as well as all Sales Tax

Revenues and Lodging Tax Revenues, to the payment of the 2015 Bonds. Such pledge will be material to the offer and sale of the 2015 Bonds, and will be disclosed to potential purchasers and purchasers of the 2015 Bonds. The City and the District consider this Agreement to be a binding contract and acknowledge that owners of the 2015 Bonds and financial institutions providing credit support for 2015 Bonds, if any, will rely on the terms of this Agreement, including the commitment by the City to make the loans at the times and in the amounts set forth in Section 2.02. The City acknowledges that its commitments under this Agreement constitute valid and binding enforceable, contractual commitments.

Article III. Rights of City Upon Making Loans

If the City has made any loans to the District under this Agreement and such loans have not been repaid in full (whether or not the loan is in default), without limiting the rights of the City under any other agreement between the City and the District, the City may take any one or more of the following steps:

- (a) The City may request that the District call the 2015 Bonds for redemption to the extent permitted under and in accordance with the 2015 Bond Resolution;
- (b) The City may have access to and inspect, examine and make copies of the books and records and any and all accounts and data of the District; and
- (c) The City may, but shall not be required to, appoint a manager (which may be the City) or a receiver for the Regional Center.

Any manager or receiver appointed pursuant to paragraph (c) above shall have, in addition to all the rights and powers customarily given to and exercised by receivers, all rights of the District to manage, operate and maintain the Regional Center and shall have all other rights of the District to exercise its rights and powers in the same manner and to the same extent that the District could do, including without limitation the execution, enforcement and termination of contracts providing for management or maintenance of the Regional Center, all on such terms as are deemed best by the City to protect its interests under this Agreement. The City or the manager or receiver appointed by the City shall be entitled to receive a reasonable fee for managing the Regional Center. The City will not enter into an agreement with a manager unless it receives written confirmation from nationally recognized bond counsel that the agreement will not adversely affect the tax-exempt nature of interest on the 2015 Bonds for federal income tax purposes.

Article IV. Additional Obligations of the District

Section 4.01 Debt Service Reserve Subaccount. For so long as the 2015 Bonds remain outstanding, the District covenants to maintain a minimum balance in the Debt Service Reserve Subaccount equal to the Annual Debt Service for the upcoming calendar year, net of the expected payments to be received from the City under the Interlocal Agreement. The reserve

funding requirement shall be reset as of each January 1, and any amounts in excess of the reserve requirement on that date shall be transferred to the District in accordance with the flow of funds set forth in Section 15 of the Bond Resolution. Money in the Debt Service Reserve Subaccount may be held, invested and used only to pay and secure the 2015 Bonds as set forth in the 2015 Bond Resolution. In the event of any draw on the Debt Service Reserve Subaccount, the District shall make monthly deposits to replenish the subaccount to the then-current Reserve Requirement in accordance with the flow of funds set forth in Section 15 of the 2015 Bond Resolution.

Section 4.02 District Obligation to Issue 2015 Bonds, Carry Out Refunding and Retain Financing Eligibility. To refund the 2004 Bonds in accordance with the 2004 Bond Resolution, the District shall issue its 2015 Bonds in an aggregate principal amount not to exceed \$_____. The City hereby consents to the District's issuance of the 2015 Bonds to carry out the refunding, in accordance with the 2004 Bond Resolution and the Prior Contingent Loan Agreement. The District shall take all such actions as may be necessary to retain the status of the Regional Center as both a "tourism-related facility" (within the meaning of RCW 67.28.080(7)) and a "regional center" (within the meaning of RCW 35.57.020), such that the 2015 Bonds remain eligible to be financed with Sales Tax Revenue, the Lodging Tax Contribution and the Benton PFD Contribution (as those terms are defined in the 2015 Bond Resolution).

Section 4.03 Third Party Beneficiary. Each covenant and commitment of the District in the 2015 Bond Resolution is incorporated herein for the further benefit of the City, and the City shall be a third party beneficiary of the contract of the District set forth in the 2015 Bond Resolution.

Section 4.04 Ownership. The District shall be the owner of the Regional Center except to the extent the City acquires ownership interest therein pursuant to Section 2.04, and except to the extent limited by the terms of the Real Property Agreements.

Section 4.05 Refinancing. The City may request the District to redeem the 2015 Bonds at any time from and after the first date upon which the 2015 Bonds may be redeemed on a current basis at a price equal to the principal amount thereof, plus interest to the date of redemption, if the City reasonably determines that: (a)(i) the District is able to issue and sell refunding bonds (or to obtain other refinancing) *without* the City's contingent obligation to make loans of the type required by this Agreement, and (ii) the District is financially able to pay the debt service on such refunding bonds (or other refinancing); or (b)(i) the District is able to issue and sell refunding bonds (or to obtain other refinancing) *with* or *without* the City's contingent obligation to make loans of the type required by this Agreement, (ii) the interest rates at which refunding bonds would likely be issued (or other refinancing would likely be obtained) are less than the interests rates on the 2015 Bonds to be refunded, and (iii) the District is financially able to pay debt service on such refunding bonds (or other refinancing). If the City makes such request, the District shall use its best efforts to obtain a contract for the purchase of such bonds (or to obtain other refinancing). The District shall not issue refunding bonds to redeem the 2015 Bonds unless the District has consulted with the City, and the City has approved the terms and conditions of the issuance of such refunding bonds, or unless the City's obligations hereunder

will be fully discharged upon such refunding. Notwithstanding the foregoing, if any refunding bonds require the continuation of the Lodging Tax Contribution, the City's consent shall be a precondition to issuance of such refunding bonds in accordance with the Interlocal Agreement.

Article V. Remedies Upon Default

Section 5.01 Remedies of City on Default. Upon the occurrence of a default by the District in its obligations hereunder, the City may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the City may deem most effectual to protect and enforce any of its rights or interests hereunder.

Section 5.02 Remedies of District on Default. Upon the occurrence of a default by the City in its obligations to make loans to the District hereunder, the District may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the District may deem most effectual to protect and enforce any of its rights or interests hereunder.

Section 5.03 No Remedy Exclusive. No remedy conferred upon or reserved to either party by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, and either party hereto shall be free to pursue, at the same time, each and every remedy, at law or in equity, which it may have under this Agreement, or otherwise.

Section 5.04 No Implied Waiver. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. For the exercise of any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 5.05 Agreement to Pay Attorneys' Fees and Expenses. If a default arises under any of the provisions of this Agreement and either party hereto should employ attorneys or incur other expenses for the collection of amounts due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the other party contained in this Agreement, on demand therefor, the nonprevailing party shall pay or reimburse the prevailing party for the reasonable fees of such attorneys and such other expenses so incurred.

Section 5.06 Dispute Resolution. The parties may mediate any dispute over the interpretation of any terms or conditions under this Agreement. Mediation will be made available upon request of either party. The costs associated with any such mediation shall be shared equally by the parties.

Article VI.
Hold Harmless

As between the City and the District, the District shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including its employees, arising out of the performance of this Agreement, except that caused by negligence and/or willful misconduct solely of the City and its employees acting within the scope of their employment. The District shall hold harmless the City and its officers, elected officials, agents, and employees against, all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly, or indirectly by reason of or in connection with the performance of this Agreement or any act, error or omission of the District or the District's employees, agents, or subcontractors, whether by negligence or otherwise.

The District's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims against the City alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the District, the District's employees, agents, or subcontractors.

Article VII.
Continuing Disclosure Undertakings

Section 7.01 City's Undertaking to Provide Annual Financial Information and Notice of Listed Events. To meet the conditions of paragraph (b)(5) of United States Securities and Exchange Commission (the "SEC") Rule 15c2-12 (the "Rule"), as applicable to a participating underwriter for the 2015 Bonds, the City, in its capacity as an "obligated person" under the Rule, undertakes for the benefit of holders of the 2015 Bonds to provide or cause to be provided, either directly or through a designated agent, the following information, to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(a) Annual financial information and operating data regarding the City, of the type included in the final official statement for the 2015 Bonds as more particularly described in Section 7.02 ("annual financial information"); and

(b) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the City: (1) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; and (2) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(c) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in Section 7.02.

Section 7.02 Type of City Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in Section 7.01:

(a) Shall consist of (1) the City's annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles promulgated by the Government Accounting Standards Board, as such principles may be changed from time to time, which statements shall not be audited, except, however, that if and when audited financial statements are otherwise prepared and available to the City they will be provided; (2) principal amount of City general obligation bonds outstanding at the end of the applicable fiscal year; (3) the City's assessed valuation for that fiscal year; and (4) the City's property tax levy amounts and rates for that fiscal year.

(b) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law; and

(c) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

Section 7.03 Amendment of City's Continuing Disclosure Undertaking. This Article VII is subject to amendment after the primary offerings of the 2015 Bonds without the consent of any holder of any 2015 Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by the Rule. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to this Article and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

Section 7.04 Termination of Continuing Disclosure Undertaking. The City's obligations under this Article VII shall terminate upon the legal defeasance of all of the 2015 Bonds. In addition, the City's obligations under this Article shall terminate if those provisions of the Rule which require the City to comply with this Article become legally inapplicable in respect of the 2015 Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel or other counsel familiar with federal securities laws delivered to the City, and the City provides timely notice of such termination to the MSRB.

Section 7.05 Remedy for Failure to Comply with Continuing Disclosure Undertaking. As soon as practicable after the City learns of any failure to comply with the requirements of this Article VII, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Article shall constitute a default in respect of the 2015 Bonds or bonds issued by the City. The sole remedy of

any holder of a 2015 Bond shall be to take such actions as that holder deems necessary, including seeking an order of specific performance from an appropriate court, to compel the City or other obligated person to comply with the requirements of this Article.

Section 7.06 District's Continuing Disclosure Undertaking. The undertaking of the District to provide continuing disclosure is set forth in the 2015 Bond Resolution. The City specifically disclaims any responsibility for the District's compliance with its undertaking.

Article VIII. Miscellaneous

Section 8.01 Interlocal Cooperation Act Provisions. The parties acknowledge that: they have entered this Agreement pursuant to the express authority granted to them by RCW 67.28.130; pursuant to RCW 39.34.100, the powers and authority conferred by the Interlocal Cooperation Act (chapter 39.34 RCW) are supplemental to powers or authority conferred by RCW 67.28.130; and nothing contained in the Interlocal Cooperation Act limits the power or authority of either party to contract pursuant to RCW 67.28.130. To avail themselves of the supplemental powers and authority granted by the Interlocal Cooperation Act, the parties agree that:

(a) No separate legal or administrative entity within the meaning of RCW 39.34.030(3)(b) or "joint board" within the meaning of RCW 39.34.030(4)(a) is created by this Agreement;

(b) The District will adopt and provide the City with a Regional Center operating budget for the following year by each December 31, and will further provide the City with all amendments to such budgets as they are adopted by the District;

(c) The [City Manager] is appointed as the "administrator" within the meaning of RCW 39.34.030(4)(a) responsible for administering the City's rights and duties set forth in this Agreement, and the District's [President] is appointed as the "administrator" within the meaning of RCW 39.34.030(4)(a) responsible for administering the District's rights and duties set forth in this Agreement;

(d) Sections 2.03 and 4.04 of this Agreement set forth the manner in which property is to be acquired, held and disposed under this Agreement, as required by RCW 39.34.030(3)(e) and 39.34.030(4)(b); and

(e) The District will, pursuant to RCW 39.34.040, cause this Agreement to be filed with the Benton County auditor immediately upon the full execution hereof by the parties.

Nothing set forth in this Agreement is intended to limit the rights and duties of the parties relating to the Regional Center that are established through other contracts between the parties.

Section 8.02 Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by

applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Benton County.

Section 8.03 Notices. Except as otherwise provided herein, all notices, consents or other communications required hereunder shall be in writing and shall be sufficiently given if addressed and hand delivered or mailed by first-class, certified or registered mail, postage prepaid and return receipt requested, as follows:

To the City:	City of Richland _____ _____ Richland, WA _____ Attention: [City Manager]
To the District:	Richland Public Facilities District _____ Richland, WA _____ Attention: [Executive Director]

Notices shall be deemed given upon deposit of such notices in the United States mail in the manner provided above. Notwithstanding the foregoing, any Deficiency Notice or Notice of Loan may be sent to the District attached to an email, promptly confirmed by telephone communication. The City or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 8.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the District and their successors. This Agreement may not be assigned.

Section 8.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.06 Amendments.

(a) This Agreement. Except as otherwise provided in Section 7.03, this Agreement may be amended, changed, modified or altered by an instrument in writing duly executed by the City and the District (or their successors in title), so long as such amendment, change, modification or alteration does not materially adversely affect the owners of the 2015 Bonds. This Agreement may not be terminated until the 2015 Bonds have been paid in full or defeased, unless the City has assumed all liability for payment of the principal of and interest on the 2015 Bonds when due and shall have pledged its full faith and credit to such payment.

(b) The 2015 Bond Resolution. The District shall not amend the 2015 Bond Resolution without the prior written consent of the City so long as this Agreement is in effect and the City is performing its obligations hereunder.

Section 8.07 Additional Sales Tax Bonds. The District shall not issue any Additional Sales Tax Bonds without the prior written consent of the City. Unless specified in a separate agreement or an amendment hereto, the City shall be under no obligation to make loans hereunder to pay debt service on any Additional Sales Tax Bond.

Section 8.08 Waiver of Breach. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it.

Section 8.09 No Rights Created in Third Parties. Except for the rights granted holders of the 2015 Bonds in Article VII, the terms of this Agreement are not intended to establish nor to create any rights in any persons or entities other than the City, the District and the respective successors and assigns of each.

Section 8.10 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

Section 8.11 Termination of Agreement. Except as provided in Section 7.04, this Agreement shall terminate upon the later of the date (i) all principal of and interest on the 2015 Bonds has been paid in full (or all then-outstanding 2015 Bonds have been defeased pursuant to 2015 Bond Resolution) and, (ii) all amounts owed to the City under this Agreement have been paid in full by the District.

Section 8.12 Agreement Supersedes Prior Contingent Loan Agreement. The Prior Agreement is hereby superseded in its entirety by this Agreement. This Agreement shall not take effect until delivery of an opinion of bond counsel to the District that the 2004 Bonds have been legally defeased and are no longer entitled to the benefits of the Prior Contingent Loan Agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

CITY OF RICHLAND, WASHINGTON

Mayor

Attest:

City Clerk

RICHLAND PUBLIC FACILITIES DISTRICT

President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the Mayor and Clerk, respectively, of the CITY OF RICHLAND, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of the Board of Directors of the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

Exhibit A
2015 Bond Resolution

Exhibit B

Form of Deficiency Notice

Richland Public Facilities District

VIA EMAIL
(with telephone confirmation)

Richland, WA _____

Attention: Executive Director

Re: Deficiency Notice Pursuant To Section 2.03(a) of the 2015 Contingent Loan Agreement
Richland Public Facilities District Limited Sales Tax Obligation Refunding Bonds, 2015

With reference to the Contingent Loan Agreement (2015), dated as of _____, 2015, by and between the City of Richland, Washington (the "City") and the Richland Public Facilities District (the "District"), and the above-captioned bonds (the "2015 Bonds"), the City hereby notifies the District that the amount on deposit in the District's Debt Service Account as of _____, 20__, was \$_____ and the amount needed to make the debt service payment coming due on _____, 20__ is \$_____ (representing \$_____ of principal plus of \$_____ interest).

Based on the reasonable expectations regarding the receipt of Sales Tax Revenues, Benton PFD Contributions and Lodging Tax Contributions, it appears there will be insufficient money available in the Debt Service Account on such date to make the debt service payments in full on that date.

Any capitalized term used herein and not defined shall have the meaning assigned to such term in the Agreement or, if not therein defined, as defined in the Bond Resolution (as defined in the Agreement).

The individual signing below hereby represents that he or she is an officer of the undersigned and is duly authorized to execute and deliver this document.

Dated: _____, 20__.

The City of Richland

Exhibit C

Form of Notice of Loan Funding

Richland Public Facilities District

VIA EMAIL
(with telephone confirmation)

Richland, WA _____
Attention: _____

Re: Notice of Loan Funding Pursuant to Section 2.03(b) of the 2015 Contingent Loan Agreement
Richland Public Facilities District Limited Sales Tax Obligation Refunding Bonds, 2015

Pursuant to Section 2.03 of the Contingent Loan Agreement (2015) (the "Agreement"), dated as of _____, 2015, by and between the City of Richland, Washington (the "City") and the Richland Public Facilities District (the "District"), and the above-captioned bonds (the "2015 Bonds") Agreement, the City is required to make a loan to the District no later than _____, 20__, in the amount listed in clause (4) below. Any capitalized term used herein and not defined shall have the meaning assigned to such term in the 2015 Contingent Loan Agreement.

You are hereby notified that the City shall cause such amount to be transferred to the Debt Service Account, in United States Dollars and immediately available funds at or prior to the close of business on such date. The undersigned, a duly authorized officer of the City hereby certifies in connection with such loan, as follows:

- (1) The next Debt Service Payment Date for the 2015 Bonds is: _____, 20__.
- (2) The aggregate amount of debt service due on such date is \$_____ (representing principal in the amount of \$_____ and interest in the amount of \$_____).
- (3) The amount on deposit in the District's Debt Service Account (including all amounts held in the Principal and Interest Subaccount and the Debt Service Reserve Subaccount) as of _____, 20__, is \$_____ and it appears there will be insufficient money available in the Debt Service Account on the date described in clause (1) to make the debt service payments described in clause (2).
- (4) The amount of the loan required to be made by the City is \$_____ (which is equal to the difference between the aggregate debt service amount listed in clause (2) and the amount listed in clause (3)).

The individual signing below hereby represents that he or she is an officer of the undersigned and is duly authorized to execute and deliver this document.

Dated: _____, 20__.

THE CITY OF RICHLAND

3/16/15 DRAFT

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:
City of Richland

Richland, WA _____
Attention: _____

FIRST AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER

Grantor: City of Richland, Washington
Grantee: Richland Public Facilities District
Legal Description: N/A
Assessor's Tax Parcel ID#: N/A
Reference # (If applicable):

3/16/15 DRAFT

**FIRST AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER**

between

**CITY OF RICHLAND, WASHINGTON
and
RICHLAND PUBLIC FACILITIES DISTRICT**

Dated as of

_____, 2015

TABLE OF CONTENTS

[TO BE INSERTED]

**FIRST AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER (this "Agreement"), is dated as of _____, 2015, is made by and between the CITY OF RICHLAND, a municipal corporation of the State of Washington (the "City"), and the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington (the "District" and, together with the City, the "Parties"), and amends and restates in its entirety that certain Interlocal Agreement for the Financing of a Regional Center between the Parties, dated as of January 13, 2004 (the "Prior Interlocal Agreement"). As of the date first written above, this Agreement supersedes and restates in its entirety the Prior Interlocal Agreement and the Prior Interlocal Agreement shall no longer be in effect.

WITNESSETH:

WHEREAS, the City is authorized by chapter 67.28 RCW, either individually or jointly with another municipal corporation, to acquire and operate "tourism-related facilities" and, under RCW 67.28.1815, is authorized to enter into interlocal agreements under chapter 39.34 RCW for the utilization of revenue from lodging taxes imposed under chapter 67.28 RCW for the purposes of funding a multijurisdictional tourism-related facility; and

WHEREAS, the City is authorized by RCW 67.28.180 and 67.28.181 to impose a basic and additional lodging tax, respectively, to be used, among other things, to pay the costs of acquiring or operating tourism-related facilities; and

WHEREAS, RCW 67.28.080(7) defines "tourism-related facility" to mean real or tangible personal property with a usable life of three or more years and used to support tourism, performing arts, or to accommodate tourist activities; and

WHEREAS, the District is authorized by chapter 35.57 RCW to acquire, construct, own, remodel, maintain, equip, repair and operate "regional centers," as defined in RCW 35.57.020, which definition includes special event facilities available to the public and used for community events, trade shows, and artistic, musical, theatrical, or other cultural exhibitions, presentations, or performances, together with related parking facilities, so long as such facilities serve a regional population and are constructed, improved or rehabilitated after July 25, 1999, at a cost of at least \$10,000,000; and

WHEREAS, pursuant to such authority, the District has acquired, constructed and equipped the Hanford Reach Interpretive Center (the "Regional Center") and the City and the District intend that the District will continue to maintain and operate the Regional Center as both a "tourism related facility" within the meaning of RCW 67.28.080(7) and a "regional center" within the meaning of RCW 35.57.020; and

WHEREAS, the City and the District each are authorized by state law to acquire and operate the Regional Center, and propose to use one or more agreements to make effective and efficient use of the powers and authorities individually granted to them to construct, finance, own and operate convention and other tourism-related facilities to serve the City, the District and adjacent regional areas; and

WHEREAS, pursuant to a Sublease Agreement, dated as of July 13, 2011, as amended by the First Amendment to Sublease Agreement, dated March 2, 2012, as further amended by the Second Amendment to Sublease Agreement, dated September 19, 2012, as supplemented by the Facility Contingency Fund Agreement, dated as of April 19, 2013, and as it may in the future be amended or supplemented from time to time (as amended and supplemented, the “Sublease”), the City has subleased land to the District until March 26, 2054, on which the District has constructed and operates the Regional Center; and

WHEREAS, RCW 67.28.130 authorizes the City and the District to participate in the financing of all or any part of the Regional Center on such terms as may be fixed by agreement between the respective legislative bodies without submitting the matter to a vote of the electors thereof, unless the provisions of the general laws of this state applicable to the incurring of indebtedness require such submission; and

WHEREAS, the City has previously pledged a portion of its Additional Lodging Tax to assist in financing the cost of developing and operating the Regional Center and desires to continue making such annual contributions (the “Lodging Tax Contribution”) to the District for this purpose; and

WHEREAS, on October 27, 2003, the City’s lodging tax advisory committee reviewed the District’s request and has recommended to the City Council that a portion of the City’s additional lodging tax be applied to the development and operation of the Regional Center; and

WHEREAS, in consideration for the City’s pledge of the Lodging Tax Contribution to such purpose and certain District financial and operating covenants, the City and the District entered into an Interlocal Agreement for the Financing of a Regional Center dated as of January 13, 2004 (the “Prior Interlocal Agreement”), which agreement the City and the District wish to amend to reflect the defeasance and refunding of the District’s outstanding Limited Sales Tax Bonds, 2004 (the “2004 Bonds”) by the issuance of the District’s Limited Sales Tax Refunding Bonds, 2015 (the “2015 Bonds”); and

WHEREAS, pursuant to Section 5.06 of the Prior Interlocal Agreement, the City and the District find and determine that the execution of this Agreement does not materially adversely affect the owners of any Bonds because, as of the effective date of this Amendment, the 2004 Bonds will have been legally defeased, no consent to this amendment is required thereunder, and the 2015 Bonds will be issued under the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Agreement (including in the recitals set forth above) shall have the meanings set forth below, and, if not otherwise defined in this Agreement, shall have the

meanings given such terms in the 2015 Bond Resolution and the 2015 Contingent Loan Agreement.

(a) “Additional Lodging Tax” means the City’s 2% tax on the sale of or charge made for the furnishing of lodging that is subject to tax under chapter 82.08 RCW, imposed pursuant to RCW 67.28.181.

(b) “Benton PFD” means the Benton County Public Facilities District.

(c) “Benton PFD Interlocal” means the Interlocal Agreement Providing for the Joint Development of a Regional Center Serving Communities in the Tri-Cities Region, dated as of October 24, 2003 between the District and the Benton PFD, as it may be amended from time to time.

(d) “Bond Resolution” means, depending on context, either (a) Resolution No. ____ of the District, adopted on _____, 2004, authorizing issuance of the 2004 Bonds (the “2004 Bond Resolution”), or (b) Resolution No. ____ of the District, adopted on _____, 2015, authorizing issuance of the 2015 Bonds (the “2015 Bond Resolution”).

(e) “Bonds” means the following notes or bonds issued by the District to finance or refinance the acquisition, construction and equipping of the Regional Center: the District’s Limited Sales Tax Obligation Bonds, 2004 (the “2004 Bonds”), the Limited Sales Tax Obligation Refunding Bonds, 2015 (the “2015 Bonds”) and any Additional Sales Tax Bonds that may be permitted to be issued consistent with the 2015 Contingent Loan Agreement.

(f) “City” means the City of Richland, Washington.

(g) “Contingent Loan Agreement” means, depending on context, either (a) the Contingent Loan Agreement, between the City and the District, dated as of January 13, 2004, securing repayment of the 2004 Bonds (the “2004 Contingent Loan Agreement”), or (b) the Contingent Loan Agreement, between the City and the District, dated as of _____, 2015, securing repayment of the 2015 Bonds (the “2015 Contingent Loan Agreement”).

(h) “District” means the Richland Public Facilities District.

(i) “Facility Contingency Fund Agreement” means the Facility Contingency Fund Agreement, dated as of April 19, 2013, by and between the City and the District, as it may be amended from time to time.

(j) “Ground Lease” means the Department of Army Lease to the City of Richland, Washington for Public Park and Recreational Purposes (No. W912EF-1-04-14), by and between the City and the U.S. Army Corps of Engineers, dated as of March 26, 2004, and as it may be amended from time to time.

(k) “Lodging Tax Contribution” means the annual contribution of \$125,000 per [calendar] year from receipts of the City’s Additional Lodging Tax, contributed by the City to the financing of the Regional Center, in accordance with Section 3.01 of this Agreement.

(l) “Real Property Agreements” means, together, (i) Ground Lease; (ii) the Sublease; and (iii) the Facility Contingency Fund Agreement.

(m) “Regional Center” means the interpretive center and museum to be developed and operated by the District as a regional center pursuant to RCW 35.57.020.

(n) “Sales Tax Revenues” means amounts received by the District from the sales and use tax imposed by the District pursuant to RCW 82.14.390.

(o) “Sublease” means the Sublease Agreement (Columbia Park West) (Contract No. 43-11), by and between the City and the District, dated as of July 13, 2011, as amended by the [First] Amendment to Sublease Agreement, as of February 21, 2012, and by the Second Amendment to Sublease Agreement, dated as of September 19, 2012, and as may be further amended from time to time.

ARTICLE 2

DEVELOPMENT AND OPERATION OF THE REGIONAL CENTER

Section 2.01. Joint Development of the Regional Center. The purpose of this Agreement is to provide for the refinancing of a Regional Center as a joint undertaking of the City and District. The City and the District developed the Regional Center and operate the Regional Center, in accordance with this Agreement and the Real Property Agreements, as both a “tourism-related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020. The Regional Center is intended to serve the City, the District and their respective residents, as well as to draw tourists to the Benton County region and the State.

Section 2.02. Certain Lead Agency Responsibilities.

(a) The District, on behalf of the City and itself, will: (i) be the agency with the primary responsibility for the development and operation of the Regional Center as both a “tourism-related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020; (ii) finance (in conjunction with the City), acquire, design, construct, own, operate and maintain the Regional Center; and (iii) otherwise administer the development and operation of the Regional Center for the benefit of itself and the City and in cooperation with the City.

(b) In accordance with the Sublease, the District shall lease the site on which the Regional Center is located from the City. Title to Regional Center property (other than the land leased to the District by the City) shall rest in the District, which will hold that property for the benefit of the Parties. The City shall not acquire an ownership interest in the Regional Center other than pursuant to the 2015 Contingent Loan Agreement.

(c) The District, on behalf of itself and the City, will take all action necessary to develop, operate and maintain the Regional Center for use as both a “tourism-related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020.

(d) The District will maintain complete books and records relating to the operation of the Regional Center and its financial affairs and will cause such books and records to be audited by an independent auditor (which may include the State Auditor’s Office’s periodic

audits). The District will further provide to the City annual financial reports (including a statement of net position, statement of revenues, expenses and changes in net position, and a statement of cash flows) and will otherwise cooperate with the City to the extent necessary to permit the City to incorporate the District's financial information into the City's comprehensive annual financial reports within the timeframes required by the City. If regulatory requirements make it necessary to obtain an independent audit of District finances in a year in which the State Auditor's Office is not scheduled to perform and audit, the District shall obtain an audit at the District's expense. If the City requests an independent audit of District finances for its convenience in a year in which the State Auditor's Office is not scheduled to perform an audit, the City shall bear the cost of such audit.

(e) The District will periodically provide reports to the City on the operation of the Regional Center and any proposed capital projects, at such times and in such form as the City may reasonably require. In addition to those reports required under the Sublease, the District shall provide timely reports supplying information necessary to enable the City to comply with the lodging tax reporting requirements under RCW 67.28.1816 and other applicable state law, as such laws may be amended from time to time, recognizing that the District will use its best efforts to collect such information from visitors. The Parties acknowledge that, as of the date of this Agreement, the information required under RCW 67.28.1816 includes the actual number of people traveling to the Regional Center for business or pleasure on a trip: (i) away from their place of residence or business and staying overnight in paid accommodations; (ii) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or (iii) from another country or state outside of their place of residence or their business.

(f) The District will use its best efforts to operate the Regional Center in a businesslike manner and provide a level of service equivalent to or better than the services provided by comparable public facilities in the state.

(g) The District agrees to acquire and maintain insurance in the form and amounts as are required under the Sublease.

Section 2.03. Funds and Accounts.

(a) Funds and Accounts Held By District.

(i) *District Operating Account.* The District has created within its General Fund an Operating Account and a Capital Account. The District shall hold, invest and use the funds therein for District purposes. The District has agreed in the Sublease to maintain a minimum balance in the Operating Account sufficient to provide adequate operating reserves as set forth in the Sublease.

(ii) *Other Accounts.* [Reserved.]

(b) Funds and Accounts Held by City.

(i) *Agency Fund.* The City has established an agency fund, separate and apart from all City funds and accounts, to be used solely for (A) the deposit of revenues received on behalf of the District from the Department of Revenue in respect of the Sales Tax

Revenues (after application of such Sales Tax Revenues in accordance with the 2015 Bond Resolution), and (B) to establish the Bond Debt Service Account within the Agency Fund as described in paragraph (ii) of this subsection. The City shall hold and invest the money held in the Agency Fund on behalf of the District, in accordance with the City's investment policies and applicable State law, and shall distribute the funds held therein (other than those funds held in the Bond Debt Service Account) to the District for deposit to the District Operating Account periodically, within 10 business days following each debt service payment date with respect to the 2015 Bonds, and at any other time upon request of the District, provided that the City shall not be required to make disbursements more than six times per calendar year.

(ii) *Bond Debt Service Account.* Pursuant to the 2015 Bond Resolution, the District has created within its General Fund, a Bond Debt Service Account, which is held in the custody of the City within the Agency Fund described in paragraph (i) of this subsection. For so long as the Bonds remain outstanding, the City shall hold and invest, on behalf of the District, the Bond Debt Service Account and any subaccounts therein in accordance with City investment policies, applicable State law and the 2015 Bond Resolution. The City shall deposit therein (A) the Lodging Tax Contribution, (B) all amounts received by the City on behalf of the District from the Benton PFD pursuant to the Benton PFD Interlocal Agreement, (C) all other deposits of Sales Tax Revenues or other funds of the District received from or on behalf of the District for this purpose, and (D) the proceeds of any Loans made by the City under the 2015 Contingent Loan Agreement. The City shall apply the funds therein to make the debt service payments in respect of the Bonds to the Fiscal Agent (as defined in the 2015 Bond Resolution) on behalf of the District in accordance with the 2015 Bond Resolution and the 2015 Contingent Loan Agreement.

(iii) *Facility Contingency Reserve.* Pursuant to the Facility Contingency Fund Agreement, the City has created a Facility Contingency Fund into which are deposited certain payments made by the District to the City. The City shall continue to hold, invest and apply the money deposited therein in accordance with the Facility Contingency Fund Agreement.

Section 2.04. Issuance of Bonds to Finance Regional Center.

(a) The District previously issued long-term obligations, and obtained funds from other sources, in amounts sufficient to provide for the design and construction of the Regional Center. The total cost of design and construction of the Regional Center was more than \$10 million.

(b) As part of the District's obligations under the Prior Interlocal Agreement, the District issued its \$7,000,000 principal amount of 2004 Bonds, payable from Sales Tax Revenues; from amounts received from the City hereunder; and from contributions made by the Benton PFD under the Benton PFD Interlocal. The City and the District also entered into a Contingent Loan Agreement, dated as of January 13, 2004 (the "2004 Contingent Loan Agreement") whereby the City pledged to make loans to the District if necessary to provide for timely repayment of the 2004 Bonds.

(c) Simultaneous with the effective date hereof, the District is issuing its \$_____ principal amount of 2015 Bonds and the proceeds of which shall be used to carry out the defeasance and refunding of all of the outstanding 2004 Bonds pursuant to a plan of refunding that will result in a debt service savings to the District. The City and the District have also simultaneously entered into a new Contingent Loan Agreement, dated as of the date hereof (the “2015 Contingent Loan Agreement”), whereby the City has agreed to make loans to the District if necessary to provide for timely repayment of the 2015 Bonds.

(d) Bonds issued by the District, and disclosure documents related thereto, shall contain a statement substantially to the effect that the Bonds are not obligations of the City. Such disclosure documents shall also contain the statement in substantially the following form: “The City of Richland is a municipal corporation of the State of Washington that is separate from the District. All liabilities incurred by the District shall be satisfied exclusively from the assets, credit, and property of the District and, except as expressly provided in the Contingent Loan Agreement, no creditor or other person shall have any right of action against or recourse to the City of Richland or any of its assets, credit, or services on account of any debts, obligations, liabilities, or omissions of the District.”

ARTICLE 3 PAYMENT OF LODGING TAXES TO THE DISTRICT

Section 3.01. Payment of Lodging Taxes to the District. The City agrees to pay to the District a Lodging Tax Contribution in the amount of \$125,000 per calendar year of Additional Lodging Tax, in each calendar year beginning with 2004 and continuing through and including the earlier of 2029 or the calendar year that the Bonds are no longer outstanding. The Lodging Tax Contribution shall be used solely for the purposes of paying a portion of the costs of acquiring, constructing and operating the Regional Center as a “tourism related facility” within the meaning of RCW 67.28.080(7). The parties intend that the City’s Lodging Tax Contribution will be part of the matching funds required by RCW 82.14.390(4).

Section 3.02. Timing of Payments. The City shall deposit to the Principal and Interest Subaccount within the Debt Service Account, within 10 days after receipt of its monthly disbursement of Additional Lodging Tax collections, an amount equal to at least 1/12th of the annual Lodging Tax Contribution, until such time as the annual Lodging Tax Contribution amount required under Section 3.01 has been so deposited. No additional such deposit shall be required in any calendar year after the obligation to make the Lodging Tax Contribution has been met.

Section 3.03. Nature of City’s Obligation.

(a) The City’s obligation to make the Lodging Tax Contribution to the District in the amounts, at the times and in the manner described herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The full faith, credit and resources of the City are pledged irrevocably for the payment to the District of the Lodging Tax Contribution described herein. The City acknowledges that the Lodging Tax Contribution will assist the District in satisfying its obligations relating to the District Bonds, and that the District will pledge money received on

account of the Lodging Tax Contribution to the payment of the District Bonds. The City further acknowledges that its commitment under this Agreement constitutes a valid and binding enforceable, contractual commitment by the City. The obligation of the City to make the Lodging Tax Contribution hereunder shall terminate upon payment in full of the principal of and interest on the Bonds.

(b) It is understood and agreed by the City and the District that the City shall have no liability to fund revenue shortfalls or have any other financial commitments to the District hereunder other than to make the Lodging Tax Contribution. The City shall have no obligation for, and shall not be liable for, the payment of amounts due to the District from any other party. Except for indemnification pursuant to Article V, the City shall have no claim hereunder on the revenue of the District.

(c) The City agrees to make the Lodging Tax Contribution in order to make the Regional Center available as a resource for the City and its residents, to generate sales and lodging taxes and other economic development in the City. Accordingly, the City agrees to make the Lodging Tax Contribution regardless of whether the Regional Center is operating at any particular time.

Section 3.04. City Acknowledgments. The City acknowledges and agrees that the District will pledge the Lodging Tax Contribution, as well as Sales Tax Revenues and other resources, to the payment of the 2015 Bonds. Such pledge will be material to the offer and sale of the 2015 Bonds, and will be disclosed to potential purchasers and purchasers of the 2015 Bonds. The City and the District consider this Agreement to be a binding contract and acknowledge that 2015 Bond owners and financial institutions providing credit support for Bonds, if any, will rely on the terms of this Agreement, including the commitment by the City to make the Lodging Tax Contributions at the times and in the amounts set forth in Section 3.01.

ARTICLE 4 REMEDIES UPON DEFAULT

Section 4.01. Remedies of City on Default. Upon the occurrence of a default by the District in its obligations hereunder, the City may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the City may deem most effectual to protect and enforce any of its rights or interests hereunder.

Section 4.02. Remedies of District on Default. Upon the occurrence of a default by the City in its obligations hereunder, the District may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the District may deem most effectual to protect and enforce any of its rights or interests hereunder.

Section 4.03. No Remedy Exclusive. No remedy conferred upon or reserved to either party by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative. Either party shall be free to pursue, at the same time, each and every remedy, at law or in equity, which it may have under this Agreement, or otherwise.

Section 4.04. No Implied Waiver. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. For the exercise of any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.05. Agreement to Pay Attorneys' Fees and Expenses. If a default arises under any of the provisions of this Agreement and either party hereto should employ attorneys or incur other expenses for the collection of amounts due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the other party contained in this Agreement, on demand therefor, the nonprevailing party shall pay or reimburse the prevailing party for the reasonable fees of such attorneys and such other expenses so incurred.

ARTICLE 5 MISCELLANEOUS

Section 5.01. Interlocal Cooperation Act Provisions. The parties acknowledge that: they have entered this agreement pursuant to the express authority granted to them by RCW 67.28.130; pursuant to RCW 39.34.100, the powers and authority conferred by the Interlocal Cooperation Act (chapter 39.34 RCW) are supplemental to powers or authority conferred by RCW 67.28.130; and nothing contained in the Interlocal Cooperation Act limits the power or authority of either party to contract pursuant to RCW 67.28.130. To avail themselves of the supplemental powers and authority granted by the Interlocal Cooperation Act, the parties agree that:

(a) No separate legal or administrative entity within the meaning of RCW 39.34.030(3)(b) or "joint board" within the meaning of RCW 39.34.030(4)(a) is created by this agreement;

(b) No later than December 31 of each year, the District will adopt and provide the City with an operating [and capital] budget for the Regional Center for the following calendar year, and will further provide the City with all amendments to such budgets as they are adopted by the District;

(c) The City Manager is appointed as the "administrator" within the meaning of RCW 39.34.030(4)(a) responsible for administering the City's rights and duties set forth in this Agreement, and the District's President is appointed as the "administrator" within the meaning of RCW 39.34.030(4)(a) responsible for administering the District's rights and duties set forth in this Agreement;

(d) Section 2.02 of this Agreement sets forth the manner in which property is to be acquired, held and disposed under this Agreement, as required by RCW 39.34.030(3)(e) and 39.34.030(4)(b); and

(e) The City will, pursuant to RCW 39.34.040, cause this Agreement to be filed with the Benton County auditor immediately upon the full execution hereof by the parties.

(f) Nothing set forth in this Agreement is intended to limit the rights and duties of the parties relating to the Regional Center that are established through other contracts between the parties.

Section 5.02. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this agreement shall be brought in the Superior Court of the State of Washington in and for Benton County.

Section 5.03. Notices. Except as otherwise provided herein, all notices, consents or other communications required hereunder shall be in writing and shall be sufficiently given if addressed and hand delivered or mailed by first-class mail, as follows:

To the City:

City of Richland
Attn: _____
P.O. Box 190
Richland, Washington 99352

To the District:

Richland Public Facilities District
Attn: President, Board of Directors

The City or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices, consents or other communications shall be sent. Notices shall be deemed served upon deposit of such notices in the United States mail in the manner provided above.

Section 5.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the District and their successors. This Agreement may not be assigned.

Section 5.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.06. Amendments. This Agreement may be amended in writing by the City and the District (or their successors in title), so long as such amendment does not materially adversely affect the owners of the Bonds.

Section 5.07. No Rights Created in Third Parties. The terms of this Agreement are not intended to establish nor to create any rights in any persons or entities other than the City, the District and the respective successors and assigns of each.

Section 5.08. Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

Section 5.09. Effective Date of and Termination of Agreement. This Agreement shall take effect as of the date first written above. The City's obligation to make the Lodging Tax Contribution under this Agreement shall terminate upon payment in full of all principal of and interest on the Bonds (or legal defeasance thereof); all other terms and provisions of this Agreement shall remain in effect for so long as the Sublease remains in effect.

Section 5.10. Disclaimers with Respect to the District. The RICHLAND PUBLIC FACILITIES DISTRICT is organized pursuant to RCW 35.57.010 and the City of Richland Ordinance No. 18-02 (the "Formation Ordinance"). The Formation Ordinance provides as follows: "All liabilities incurred by the District shall be satisfied exclusively from the assets, credit, and properties of the District, and no creditor or other person shall have any right of action against or recourse to the City, its assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the District."

IN WITNESS WHEREOF, the City and the District have caused this agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

CITY OF RICHLAND, WASHINGTON

City Manager

Attest:

City Clerk

RICHLAND PUBLIC FACILITIES DISTRICT

President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the City Manager and Clerk, respectively, of the CITY OF RICHLAND, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of the Board of Directors of the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: TitleContent... Key 1 - Financial Stability & Operational Effectiveness
Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 01-15, Authorizing Execution of a Consulting Agreement with HDR Engineering, Inc., for a Four-Year Construction Work Plan and Substation Site Acquisition Services.

Department:

Energy Services

Ordinance/Resolution Number:

01-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 01-15, authorizing the City Manager to execute and administer an agreement with HDR Engineering, Inc., to complete a four-year construction work plan and substation site acquisition services.

Summary:

The City of Richland Energy Services (RES) has programmed its 2015–2026 capital improvements for new electrical substations, new transmission power line projects, and upgrades to existing infrastructure based upon the results of a twelve-year long-range plan HDR Engineering, Inc., completed in 2014. The plan addresses known problems, aging infrastructure, anticipated growth, reducing system losses, and strengthening the existing distribution system.

RES requires a four-year detailed work plan to program and implement the long-range plan improvements. The construction work plan will include prioritized projects, cost estimates, and detailed construction schedules necessary to complete the projects. As part of the work plan, the consultant will provide site and acquisition services for a distribution substation in southeast Richland. The work plan will be completed by December 31, 2015, and potential substation site acquisition services are expected to be completed in 2016. Staff will provide future recommendations for potential substation sites to Council for evaluation and consideration of approval.

RES has chosen HDR Engineering, Inc., as best qualified to complete the construction work plan based on successful development of the long-range plan and similar work with other electric utilities. Staff recommends Council approve the proposed agreement.

Fiscal Impact:

Yes. This work is part of the Council-approved 2015 Capital Improvement Project budget. This time and materials contract is not to exceed \$339,415.37.

Attachments:

1. Proposed Resolution No. 01-15
2. Proposed Agreement

RESOLUTION NO. 01-15

A RESOLUTION of the City of Richland authorizing execution of a consulting agreement with HDR, Inc. for a four-year construction work plan and substation site acquisition services.

WHEREAS, the City of Richland operates an electric utility (RES), primarily consisting of distribution equipment at eight (8) existing electrical substations where high voltage power is delivered from the Bonneville Power Administration, stepped down in voltage on the City's side of those substations, and then delivered through various RES infrastructure to the homes and businesses served by RES; and

WHEREAS, RES selected HDR Engineering, Inc. (HDR) in December of 2014 as best qualified to provide a 12-year long-range plan of the electrical distribution system; and

WHEREAS, HDR completed the long-range plan identifying areas of addressing future capacity, improved reliability, and operational efficiency including the need for a substation in the southeast area; and

WHEREAS, RES has selected HDR as best qualified to provide a detailed four-year work plan to strategically improve electrical infrastructure in anticipation of replacing aging assets, increasing reliability, accommodating growth and decreasing system losses; and

WHEREAS, HDR will also provide, as part of the four-year work plan, site selection and analysis for a new RES electrical distribution substation including feasibility, line extension costs, appraisals, right-of-way services, permitting and environmental services, communications, and development of a construction, operations, and maintenance plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to execute and administer a consulting agreement with HDR, Inc. for a four-year construction work plan and substation site acquisition identified and approved in the City's 2015 Budget.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Contract No. _____

**AGREEMENT BETWEEN CITY AND CONSULTANT**

THIS AGREEMENT, entered into this ____ day of April , 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and HDR Engineering, Inc., 2805 Saint Andrews Loop, Suite A, Pasco, WA 99301-6121 (hereinafter referred to as the "Consultant").

WITNESSETH:**1) SCOPE OF WORK**

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide consulting services for Richland Energy Services (RES) for a four-year detail work plan and substation site acquisition services as described in Exhibit A – Scope of Services.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Services
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Services

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2016.

4) **PAYMENT**

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed **three hundred thirty-nine thousand four hundred fifteen dollars and thirty-seven cents (\$339,415.37)** to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Services.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) **INDEPENDENT CONTRACTOR**

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all

questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from:
 - 1. All damages of liability, including costs, expenses and attorney fees, to the extent caused by any negligent act, error, or omission of CONSULTANT or any person or organization for whom CONSULTANT is responsible, and arising out of the performance of professional services under this Agreement; and
 - 2. All liability, loss, damage, claims demands, costs and expenses, including, in part, court costs and attorney fees, based upon any act, omission, or occurrence of the CONSULTANT or any person or organization for whom CONSULTANT is responsible, to the extent arising out of, in connection with, resulting from or caused by the performance or failure of performance of any work or services, other than professional services under this Agreement, or from conditions created by CONSULTANT's performance or non-performance of said work or services.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. JOHNSON, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name & Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

Contract No. ____
Exhibit A

Four Year Construction Work Plan and Substation Site Acquisition

Scope of Services

March 23, 2015



**2805 Saint Andrews Loop
Suite A
Pasco, WA 99301-6121
509.546.2040**

Table of Contents

Task 100 Project Management	1
Task 200 Four-Year Construction Work Plan	2
Task 201 CWP Kick-off Meeting at RES	2
Task 202 System Modeling and Analysis	3
Task 203 Substation Site Analysis - Transmission/Distribution Feeder Coordination	4
Task 204 Development of Construction Work Plan Document	4
Task 300 Siting and Acquisition Services.....	6
Task 301 Site Selection.....	6
Task 302 Valuation Services.....	8
Task 303 ROW Acquisition Services.....	8
Task 400 Permitting and Environmental Services	10
Task 500 Public Involvement and Presentations	11
Task 600 BPA Project Support.....	12
Task 700 Construction, Operations and Maintenance Plan	13
Optional Tasks	14
Task 200 Four Year Construction Work Plan	14
Task 300 Siting and Acquisition.....	14
Task 400 Permitting and Environmental Services	14
Schedule	15
Fee	16

EXHIBIT A

SCOPE OF SERVICES

Background

In December of 2014, the City of Richland completed a Long Range Plan (LRP) created to help guide Richland Energy Services (RES) system growth and allow for orderly development in the most economic and reliable manner feasible. A major purpose of the LRP is to help assure RES is making investments that are in correlation with load growth, reliability, and revenue. One of the results of the LRP was confirmation of the need for a new substation in southeast (SE) Richland.

RES has requested that HDR prepare a scope and fee for the development of a 2015-2018 Four-year Construction Work Plan (CWP). This CWP is intended to provide additional detail to the projects recommended for construction under the first transition of the 2015-2026 Long Range Plan period, including the new SE Richland substation. In addition, the services are to include substation site selection and acquisition, right-of-way acquisition, and associated environmental, permitting, and public outreach services.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

Throughout the process, a direct line of communication between our Project Manager and RES Project Manager and staff will be maintained. We have found that direct and timely communication is essential to assure City's satisfaction and provide optimum project coordination.

HDR Services

1. Coordinate and manage the project team.
2. Subcontract with and manage project subcontractors.
3. Prepare monthly status reports describing the following:
 - a. Services completed during the month
 - b. Services planned for the next month
 - c. Needs for additional information
 - d. Scope/schedule/budget issues
 - e. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will maintain frequent communication with the City's Project Manager to review project scope, schedule, and budget and promptly identify any related issues.

City Responsibilities

1. Attend project related meetings.
2. Timely processing and payment of invoices.
3. Timely review of submittals and coordination of all City review comments.
4. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be approximately 12 months. The final duration will be determined by the time it requires for successful negotiation of property purchase.
2. Invoices will be HDR standard invoice format.
3. Expense receipts will be provided for airfare, ground transportation, and hotel with invoices.
4. Travel expenses will be based on current federal per diem rates.

Deliverables

1. Monthly reports and invoices (one copy with invoice can be mailed or e-mailed PDF file; including expense receipts)

Task 200 Four-Year Construction Work Plan

Objective

HDR will prepare a draft and final four-year CWP that builds on the recently completed 12-year LRP and provides the City with additional detail to strategically plan for needed infrastructure improvements in anticipation of replacing aging assets, increasing reliability, accommodating residential and commercial growth, and identifying opportunities for decreasing losses. HDR's approach for development of the CWP is described below.

Task 201 CWP Kick-off Meeting at RES

HDR CWP staff will meet with applicable RES staff for a project kick-off meeting in conjunction with Task 301 below. This will reduce travel and labor costs by combining the two meetings at the same date and location.

HDR Services

1. Attend meeting with RES. The purpose of this meeting is to:
 - a. Review existing electrical facilities and operational procedures.
 - b. Review LRP recommendations.
 - c. Review emergency transfer loading and feeder connections.
 - d. Discuss areas of special concern that were not reviewed in the LRP.
 - e. Discuss the system models and exhibits that will be used in the study.
 - f. Discuss design criteria that will be used to evaluate the existing and projected electrical system performance under normal and contingent conditions.
 - g. Discuss reliability, geographical, environmental aspects and operating considerations.
 - h. Exchange and collect data, drawings, reports, and other pertinent information that will be helpful in analyzing the existing electrical distribution system.

City Responsibilities

1. Provide data needs as identified during the meeting within 1 week following the meeting.
2. Provide updated SynerGEE model.

Assumptions

1. Two HDR staff will attend the meeting in person.
2. The two HDR staff will travel from Missoula to Richland and stay two nights.
3. The meeting will be held at the City's Northgate office.

Deliverables

1. Meeting agenda and meeting notes (provided electronically)

Task 202 System Modeling and Analysis**HDR Services**

1. Because the model was updated and allocated after the LRP process by RES staff, the updated SynerGEE model will be utilized for the CWP. The CWP modeling will focus on the following:
 - a. Examine the Transition 1, four-year period in greater detail.
 - i. Update the system backbone for future load growth and large load emergency transfers.
 - ii. Examine additional local loading. The LRP evaluated the system on a large scale, now HDR will evaluate localized loading due to the feeder ties mentioned below.
 - b. Evaluate potential improvements to strengthen feeder ties and switching for emergency operations with consideration for power factor correction. The intent is to evaluate one additional feeder tie-line per feeder.
2. The HDR CWP project manager will make a presentation to City staff on the final results of the analysis.

City Responsibilities

1. Provide information on emergency operations for feeders

Assumptions

1. System loading will be based on the loads presented in the LRP and updates to the SynerGEE model that have been made by RES in the interim.
2. No additional model allocation is included in this scope.
3. One emergency alternative will be evaluated per feeder.
4. One HDR staff will travel to Richland from Missoula and stay two nights.

Deliverables

1. Presentation

Task 203 Substation Site Analysis - Transmission/Distribution Feeder Coordination

HDR Services

Concurrent to the Four-Year Construction Work Plan will be site selection/analysis and property acquisition for a new RES substation. As the Phase 1 preliminary substation sites are identified, the sites will be evaluated for proximity to the existing/new 115 kV transmission facilities and the ability to tie back into RES's existing distribution system. In order to support the Phase 2 selection of up to three final potential sites, the following more-detailed transmission and distribution analysis will be performed:

1. The costs of tapping or extending the 115 kV transmission system will be evaluated/presented for each substation location.
 - a. Costs will be estimated and presented with the preliminary location so that an economic analysis can be completed for each preliminary substation site. Overall acquisition and ROW costs will be evaluated under Task 300.
2. The substation sites will be evaluated to determine the length, quantity and location of distribution feeders that are required for each preliminary substation location.
 - a. Conceptual feeder routes will be assembled for review by RES. The additional feeders may stem additional land purchases.
 - b. Costs of the additional/upgraded feeders will be evaluated/presented for each preliminary substation site. Overall acquisition and ROW costs will be evaluated under Task 300.

City Responsibilities

1. Coordinate with HDR on the feeder locations/routing.

Assumptions

1. Up to 15 sites will be evaluated for the Phase 1 analysis.
2. Up to three substation sites will be evaluated in more detail as described above.

Deliverables

1. Costs/exhibits/project write-ups for this activity will be included within the Task 301 deliverables.

Task 204 Development of Construction Work Plan Document

HDR Services

1. Once the existing system has been analyzed with both existing and projected four-year load, HDR will start the exploratory planning process. The SynerGEE model will be updated to reflect four-year load projections and load flow results will be printed out. HDR will review these printouts to identify areas with voltage and load current concerns.
2. HDR will then look at one alternative per feeder to identify the best way to reliably serve the electrical system over the next four years. These alternatives will be compared to the items identified under transition number 1 of the LRP. The goal during this review will be to assure that system reliability is improved by having appropriate redundancy built into the system so that each feeder can be back-fed by adjoining feeders during contingencies.

3. System aging (criteria to be defined at the kick-off meeting) will be considered as part of the development plan. To maintain quality service, it is important that a plan be in place to replace aged facilities in a timely manner and assure system integrity. The CWP will prioritize project completion based on replacing the aging system.
4. Cost estimates will be prepared for the recommended improvements. A preliminary list of 2016 projects and associated costs will be drafted by June 2015 for RES's budgeting process.
5. A draft CWP, along with appropriate exhibits and charts, will be prepared and reviewed with City staff for input and to help prioritize the projects. The report will include, at a minimum, the following sections:
 - Engineering Certification
 - Executive Summary
 - Purpose of Report
 - Planning Criteria
 - Historical Data and Statistics
 - Basis of Cost Estimates
 - Summary of Existing & Recommended Projected System Improvements by Substation Area
 - Detailed descriptions of each project, including cost estimates
 - Description of Costs for Other Required Improvements and Maintenance Items
 - Cost Summary of all recommended projects with a yearly breakdown for annual budgeting.
 - Construction timeframe estimates along with construction staging where applicable.
 - Exhibits showing project location, ID and a brief description
 - Appendix including supplementary data used in analysis
6. The final CWP document will be prepared based upon comments on the draft CWP.

City Responsibilities

1. Provide historical costs for recommended improvements.
2. Provide requested data in a timely manner.
3. Review draft CWP and provide one set of consolidated written comments within seven days following receipt of the draft.

Assumptions

1. This subtask will be completed in conjunction with Task 300 after the final 3 sites are determined.
2. City will provide one set of consolidated comments.

Deliverables

1. Preliminary list of 2016 projects and costs
2. Draft and Final CWP (digital pdf file)
3. CD containing all database files used and created for the CWP including any specialized spreadsheets created or modified during the planning process
4. Two hard copies of the final CWP with engineering certification.

Task 300 Siting and Acquisition Services

Objective

The objective of the siting and acquisition services task is to provide a methodical process by which RES can select the most suitable site for location of the new SE Richland Substation, and following the selection of the site, provide services to acquire the site and any associated rights-of-way needed for site access or for feeder lines for power distribution.

Task 301 Site Selection

The HDR will provide preliminary ROW services to assist with assessing project siting, costs and feasibility and prepare for ROW appraisals and acquisition services for the siting of the new SE Richland Substation and associated interconnect and distribution lines. The siting task will be conducted in two phases (PH) – PH1 Initial Screening and PH2 Final Site Selection – with the goal being to identify up to three viable sites for onsite inspection and potential acquisition.

HDR Services

1. HDR will meet with the City to conduct a project kick off meeting. The first part of the meeting will be to set the screening criteria list for both PH1 and PH 2 and the fatal flaw analysis to be used in PH1. The second portion of the meeting will be for the CWP kick-off as described above in task 201.
2. Identify potential sites using GIS information and mapping based on screening criteria established with and approved by RES.
3. Research publicly available landownership and land use data for the potential site list and compile into a tabular and GIS map format.
4. Perform desk and map level review of potential site list and collected data to screen out sites with fatal flaws from the potential site list and rank remaining sites based on previously established criteria.
5. Assemble available GIS data and mapping for the potential sites identified in PH1 and PH2.
6. Review preliminary project locations to identify possible ROW acquisitions and potential mitigation opportunities.
7. Prepare landowner lists in tabular format based on preliminary landowner research.
8. Prepare preliminary cost estimates in tabular format based on readily available public data.
9. Conduct at-the-curb site inspections for all substation sites identified for further research in PH2 and check readily available real estate market resources to determine if potential sites are currently on the market for sale.
10. Contact all owners of sites identified for further research in PH2 to determine willingness to sell.
11. Order title and prepare encumbrance review memos for all substation sites identified for further research in PH2 to determine if any major title issues exist.
12. Attend project team and City meetings
13. Contribute collected ROW data and written analysis to the PH1 Initial Screening and PH2 Final Site Selection Tech Memos.

City Responsibilities

1. Provide location and conference call ability for the kick-off meeting.

2. Provide all available project data and any preferred sites to be included in the siting task analysis.
3. Review and approve search/screening criteria, ranking categories, and fatal flaw analysis to be used.
4. Review and approve the format of the landowner list to be used.
5. Review and approve encumbrance review memos for identified PH2 substation sites.
6. Provide comments for the draft PH1 and PH2 tech memos and approve final copies of those tech memos.
7. Approve up to three sites based on the results of the PH2 tech memo for right of entry acquisition and on-site inspections.

Assumptions

1. Five HDR staff will attend the kick-off meeting in person (includes staff identified in Task 201). Other team members will be available via conference call.
2. The kick-off meeting will be held at the City's Northgate office.
3. Each site to be researched shall be comprised of one substation site, one interconnect line and up to five distribution feeder lines.
4. A maximum of fifteen sites will be researched as part of PH1 and a maximum of three sites will be researched for the PH2 siting task.
5. All substation site research will be confined to the areas defined below:

All sites within the area bounded by Leslie Road to the east; I-82 to the south; KID canal to the west; and Reata Road to the north; co-location at the Benton PUD Reata substation; and parcels adjacent to the BPA Switching Station.
6. The preliminary ROW cost estimate for each site will be comprised of the fee acquisition of the substation site and easement costs for the interconnect and distribution lines as well as any associated staff and direct costs.
7. There will be a maximum of 15 landowner lists and preliminary cost estimates prepared.
8. A title report will be ordered for all substation sites forwarded for additional research in PH2
9. There will be one draft and one final tech memo produced in both PH1 and PH2 of the site screening task.
10. A maximum of 15 draft and final GIS maps will be produced in the PH1 and PH2 screening efforts.

Deliverables

1. Search/Screening Criteria & Fatal Flaw Lists
2. GIS maps.
3. Landowner lists.
4. Preliminary cost estimates.
5. Title and encumbrance review memos.
6. PH1 and PH2 Tech memos.

Task 302 Valuation Services

HDR will manage the appraisal process and prepare a project book and Administrative Offer Summary (AOS) Valuation summary sheets for all easement acquisitions and narrative appraisals for all substation sites to be appraised. Review appraisals will be done for each substation parcel appraised and approved for acquisition. The appraisal services will be sequenced as follows; Narrative appraisals for substation sites; narrative appraisal reviews; project book and AOS sheets.

HDR Services

1. Assemble all needed appraisal data and appraisal scope for each assigned parcel.
2. Send out landowner contact letters to all substation parcels in advance of the appraisal.
3. Provide appraisal reports and reviews for all assigned substation parcels.
4. Provide project book and AOS sheets for all easement parcels assigned.

City Responsibilities

1. Provide signed Determination of Values approving compensation to be paid for all appraisal reports and AOS sheets.

Assumptions

1. HDR shall manage their appraisal staff to develop the most expeditious schedule for delivery of all appraisals.
2. RES shall provide any available information to HDR that is needed to complete the assigned appraisals.
3. Multiple substation sites (up to three) may be appraised depending on the willingness of potential sellers.
4. There will be a maximum one project book, ten easement AOS sheets, three narrative appraisal reports and three appraisal reviews prepared by HDR.
5. The appraisals for the substation sites will be completed first followed by the project book and AOS sheets once the final locations of the interconnect and distribution lines are determined.
6. All appraisal reviews will be desk reviews.
7. All appraisal deliverables will conform to USPAP and Yellow Book Standards.
8. Any appraisals or reviews needed for any easement acquisitions will be at additional cost.

Deliverables

1. Landowner Contact letters.
2. Appraisal Reports and Reviews.
3. Project Book and AOS sheets.

Task 303 ROW Acquisition Services

HDR will prepare offer and right of entry (ROE) packages, review legal descriptions and exhibits prepared by City survey staff, present offers and negotiate ROE agreements and easement and fee purchases, track ROW status, prepare administrative settlement memos, transmit executed documents for RES approval, and process executed documents for a maximum of twelve

parcels (two substation sites and 10 easements). At the end of the project all acquisition files will be transmitted to the RES with all original documents. The substation site will be acquired first to assist with final interconnect and distribution line locations.

HDR Services

1. Order title and prepare encumbrance review memos for all easement acquisitions.
2. Prepare an acquisition schedule for assigned ROE, fee and easement acquisition assignments.
3. Prepare a monthly ROW status report in tabular format.
4. Facilitate and attend monthly ROW status conference calls.
5. Prepare all documents and deeds required for the assigned parcels.
6. Review all legal descriptions and survey exhibits and provide red line edits if needed.
7. Act as the agent for RES in all negotiations for ROE agreement, fee and easement acquisitions.
8. Prepare administrative settlement memos as needed.
9. Submit a closing package (conveyance and payment documents, title and encumbrance memo) to RES.
10. Manage closings for substation site and recording of all easement documents through Escrow Company.
11. Transmit completed files to RES.

City Responsibilities

1. Review and approve the acquisition schedule and status report format.
2. Provide survey services including easement/substation sites legal descriptions and exhibits.
3. Approve the format of all ROW documents and deeds used.
4. Review and approve title concerns to be cleared or risk recommendation made in each encumbrance memo.
5. Approve all administrative settlements.
6. Review and approve all closing packages prior to closing and/or recording.
7. Make prompt payment to the owner or Escrow Company for all approved acquisitions.
8. Pay all closing, recording and title insurance fees.
9. Review and approve all transmitted files.

Assumptions

1. RES shall provide or approve all ROW forms and conveyance documents prior to their use.
2. ROE agreements will be acquired for up to three substation sites and ten parcels for the final locations of the interconnect and distribution lines.
3. Offers to purchase on up to three substation sites may be made with a decision on the preferred substation site to be acquired (based on owner's willingness to sell) completed within 30 days of those offers.

4. There will be one parcel acquired in fee for the substation site and a maximum of ten parcels acquired for associated easements.
5. The substation site will be acquired in advance of any easement acquisitions.
6. There will be a maximum of eight each - ROW status reports prepared and ROW status meetings.
7. Offers to purchase will be presented in person when feasible.
8. RES and HDR will work cooperatively together with impacted landowners to reach mutually beneficial settlements of all property acquisitions without use of condemnation.
9. HDR will make up to four substantive contacts for each ROE, fee or easement acquisition assigned with substantive contact being defined as any of the following: an in person meeting with landowner; a lengthy phone conversation(s) that results in landowner comment, input or counteroffer; an exchange of written or email correspondence that results in landowner comment, input or counteroffer.
10. Acquisition activities on any given parcel shall be deemed completed if any of the following occurs: a negotiated settlement is reached; the offer is rescinded or ROE is determined no longer necessary; an impasse in negotiations is reached with the landowner.
11. RES will have sufficient funding to pay for the acquisition of any parcel assigned.
12. Any encumbrances not accepted as a risk by RES will be cleared by the escrow company for fee acquisitions and by HDR for easement acquisitions.
13. All fee acquisitions shall be closed in escrow and all easements will be recorded through the escrow companies.
14. The current ROW schedule for all deliverables does not include time to secure any parcels through condemnation should that be needed.

Deliverables

1. Acquisition schedule.
2. Title reports and encumbrance review memos.
3. ROW status reports.
4. Completed ROE, fee and easement acquisition documents.
5. Red line review of legal descriptions and exhibits.
6. Administrative Settlement Memos.
7. Completed ROE, fee and easement acquisitions packages.
8. Closing packages.
9. Completed files.

Task 400 Permitting and Environmental Services

Objective

HDR will prepare SEPA documentation for the site selected for the new substation. HDR will also provide database searches and studies to support NEPA documentation for BPA's use. No special use permit will be required for the substation as per the City of Richland Municipal Code, public utility buildings, electrical distribution substations, and similar developments are permitted

in any district (Richland Municipal Code (RMC) 23.42.200). The scope of permitting and environmental services cannot be fully determined until a site is selected. However, RES has a well-defined project area and therefore some assumptions can be made with regard to what permits will not be required and the potential additional permits that may be required

HDR Services

1. Once the site is selected for the new substation, HDR will prepare a Draft and Final Permit Matrix detailing governmental approvals and permits necessary for the project.
2. Prepare a Draft and Final SEPA Environmental Checklist and Figures
3. In addition to figures required for the SEPA Checklist, HDR will provide up to 5 figures depicting project components to be used for local, state, and federal permitting.

City Responsibilities

1. RES will select a site for the new substation, as described in Task 300.
2. RES will review Draft SEPA checklist and provide one (1) consolidated set of comments.
3. RES is responsible for all fees, public notices, and distributions required for the project.

Assumptions

1. The City of Richland will act as SEPA Lead Agency.
2. The City of Richland will issue a SEPA DNS or MDNS for the project based on the SEPA Checklist prepared by HDR. An EIS is not anticipated or included in this scope of work.
3. Shoreline or floodplain permits will not be required from the City of Richland.
4. Portions of the project area may contain geologically hazardous areas (steep slopes); preparation of geologic reports and studies pursuant to RMC 22.10.280(A) is not proposed at this time but can be provided under a separate scope of work.
5. Approvals will not be required from the Federal Aviation Administration (FAA), as project activities will not occur within regulated air space of the Richland or Pasco airports.
6. Project activities will not occur on lands owned by the Washington Department of Natural Resources (DNR).
7. Additional applications, documentation, permits, or studies requested by City staff or as a result of the SEPA analysis would be considered extra work and is not included in this scope of work. If needed, these can be provided under a separate scope of work.
8. Construction related local permits (e.g., building, grading) will be prepared in conjunction with engineering construction documents in the future and are not covered in this scope.

Deliverables

1. Draft and Final Permit Matrix.
2. Draft and Final SEPA Environmental Checklist and Figures

Task 500 Public Involvement and Presentations

Objective

RES desires to have a transparent and informative substation site selection process. This task will entail outreach to stakeholders and presentations to the Utility Advisory Committee (UAC) and City Council.

HDR Services

1. HDR will work with the City's Public Relations Designee to develop a project Communications Plan. The communications plan will provide detail as to requirements and methods of stakeholder outreach.

The subsequent items are subject to change pending the final Communications Plan, but are scoped based on the draft scope of work outline provided by the City 02/10/15.

2. Prepare for and conduct one general public meeting with no more than 3 display boards and a single page handout. The meeting will be held early in the site selection process.
3. Prepare and lead UAC and City Council presentation. There will be two presentations to each group (one at beginning of project; one after site selection) and a power point presentation will be provided for each meeting.

City Responsibilities

1. Create mailing list of applicable stakeholders and provide mailing services for any project information to be distributed.
2. Provide and arrange the public meeting location.
3. Provide review of draft materials in a timely manner.

Assumptions

1. One HDR staff will attend the public meeting.
2. No more than 3 boards will be provided for the public meeting.
3. HDR will provide 50 hard copies of handouts at the public meeting.
4. One HDR staff will make the presentations to the UAC and City Council.

Deliverables

1. Draft and final Communications Plan (electronic Word)
2. Draft graphics for display boards for review/approval (electronic; up to 3)
3. Draft and final handout for public meeting (electronic Word; 50 hard copies)
4. Draft and final PowerPoint presentation (electronic Power Point)

Task 600 BPA Project Support

Objective

HDR will provide Project Support Services to assist with RES's discussions with Bonneville Power Administration (BPA) in order to complete approval of the new interconnection in southeast Richland to serve new customer loads for both RES and other potential BPA customers in the area.

HDR Services

1. Coordinate with RES and BPA to determine final submittal documentation for the interconnection application process required under the BPA tariff.
2. Work with BPA and RES staff to complete final interconnection submittal package and follow through to approval and subsequent energization of the new interconnection.

3. Participate in negotiations with BPA and RES to determine the cost allocation for the facilities required to complete interconnection.

City Responsibilities

1. Submit all permitting and interconnection agreements to BPA.
2. Be available for meetings with HDR and BPA. Provide input and detailed feedback regarding these meetings and draft deliverables.

Assumptions

1. One in-person meeting will be required with BPA in Vancouver. One HDR staff will travel from Billings MT to Vancouver WA to meet with RES and BPA at BPA office. No overnight accommodations are anticipated.
2. One meeting will be required with BPA in Richland. One HDR staff will travel from Billings MT to Richland WA to meet with RES and local BPA. One night stay.
3. The budget provided with this scope allows for 50 hours of Ed Weber's time plus 114 hours of support from additional staff to perform research, preparation of draft reports and preparation of interconnect documentation. Additional hours beyond those currently allocated will require an amendment to the budget.

Deliverables

1. Summary memo detailing final submittal documentation for interconnection based on meetings and discussions with BPA.
2. Electronic submittals to RES of final interconnection submittal package. RES to print and assemble hardcopy of the deliverable and provide to BPA.

Task 700 Construction, Operations and Maintenance Plan

Objective

HDR will provide an annotated outline and example binder for a Construction, Operations and Maintenance (COM) Plan that will meet the North American Electric Reliability Corporation (NERC) requirements for RES's new SE Richland Substation and the transmission interconnection to BPA's transmission line. The COM outline to be provided by HDR will contain sufficient detail to describe the elements that must be included in the final COM Plan. The COM Plan will be completed by RES in conjunction with the substation design engineer at the completion of the substation commissioning and before commercial energization.

It is anticipated that RES will be able to utilize the SE Richland Substation COM as an example to implement and ensure NERC compliance throughout RES's transmission system.

HDR Services

1. Coordinate with BPA to identify the pertinent NERC Standards needed for RES compliance.
2. Work with BPA and RES to determine the best approach/demarcation point for a COM plan that will be NERC compliant. HDR will work to balance RES's ability to meet compliance requirements with the cost implications of relying too heavily or too little on BPA.
3. Prepare a summary memo detailing the items required to be included in the final COM plan.
4. Prepare a three-ring binder that will include example documentation that can be removed and replaced with RES specific information for the SE Richland Substation. HDR will include any information that can be completed prior to the design and construction of the substation.

This information should only require periodic updating on an as needed basis. The example binder may contain, but not be limited to the following sections:

- a. One-line and switching control diagrams
- b. Substation and Major Equipment Design drawings
- c. Spill Prevention Control and Countermeasures (SPCC) Plan
- d. Erosion Control Plan
- e. Maintenance Procedures Plan
- f. Normal and Emergency Operations Plan
- g. Communication Protocol (e.g., fire, police, BPA and RES staff)

City Responsibilities

1. Be available for discussions with HDR, BPA, and Western Electricity Coordinating Council (WECC) regarding compliance. Provide input and detailed feedback regarding these discussions.
2. Provide opinions of how much responsibility RES is willing to incur compared to RES's physical ability to meet NERC compliance requirements in house.

Assumptions

1. No travel is included under this task.

Deliverables

1. Summary memo and annotated outline for a COM plan detailing NERC compliance for RES.
2. Example binder including partitions that match the COM plan outline.

Optional Tasks

The tasks below are not currently included in the scope or budget, but may be added as needed or at the request of RES.

Task 200 Four Year Construction Work Plan

1. HDR is available to work with City staff on the SynerGEE model at the City's office with the intent of teaching RES staff to update and run the model internally.

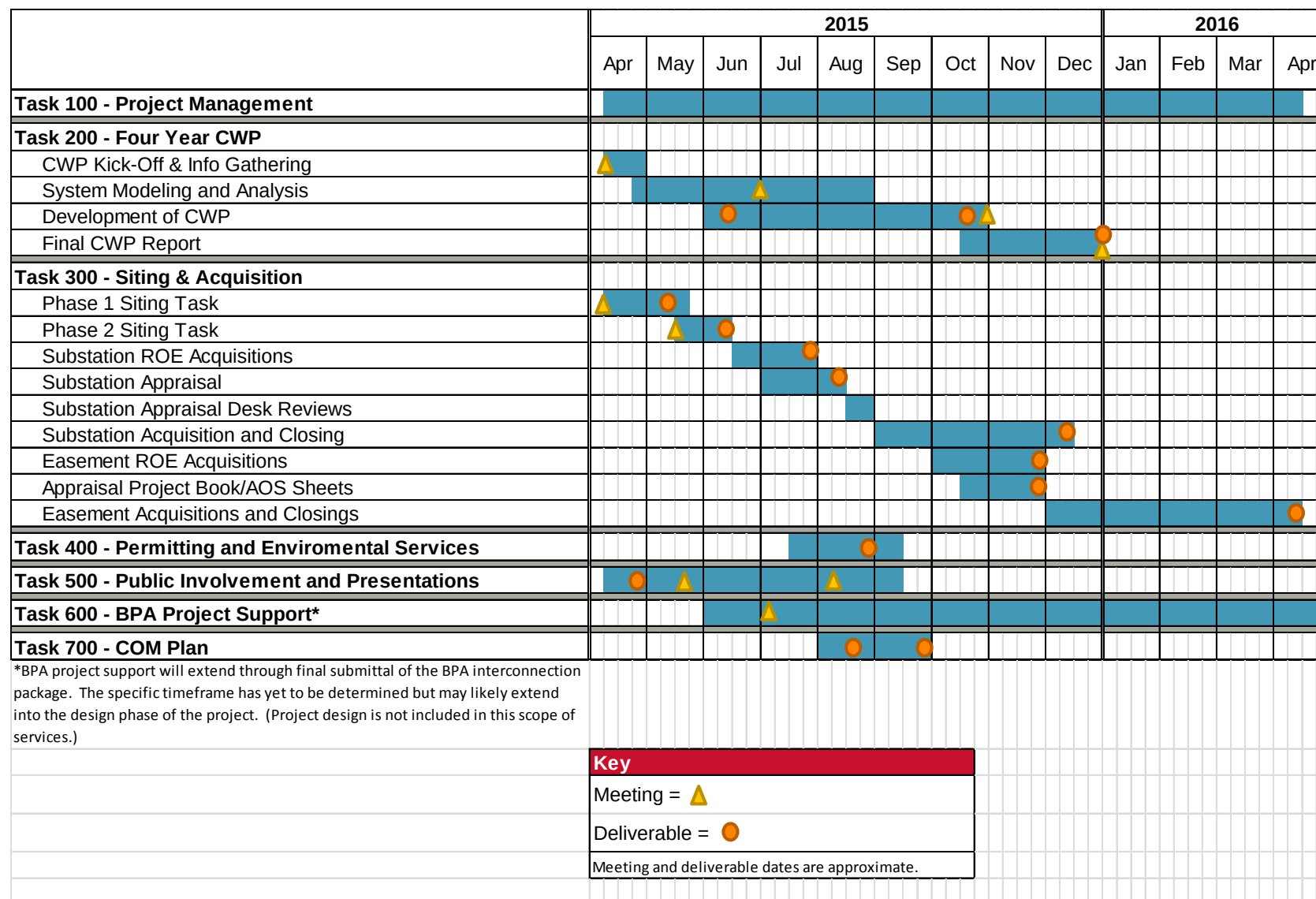
Task 300 Siting and Acquisition

1. Condemnation Services

Task 400 Permitting and Environmental Services

1. The following services and permits may be required depending on the site selected for the new substation and the associated routing of the feeder lines. The cost of preparing and executing these permits is not included in this scope, schedule or budget.
 - Wetland delineation and functional assessment
 - Cultural resource pedestrian survey
 - Geotechnical analysis
 - Section 404 Permit under Nationwide 12, U.S. Army Corps of Engineers (Corps)
 - Application for Utility Permit or Franchise, Washington State Department of Transportation (WSDOT)
 - Endangered Species Act (ESA) compliance
 - Section 106 (National Historic Preservation Act) compliance

Schedule



Fee

	Fee Estimate	Labor	Expenses	Total
Task No.	Task			
1	Task 100 - Project Management	\$ 21,231.90	\$ 535.30	\$21,767.20
2	Task 200 - Four Year Construction Work Plan	\$ 47,100.68	\$ 3,574.20	\$50,674.88
3	Task 300 - Siting and Acquisition Services	\$ 170,274.57	\$ 39,840.50	\$210,115.07
4	Task 400 - Permitting and Environmental Services	\$ 7,390.28	\$ 247.90	\$7,638.18
5	Task 500 - Public Involvement and Presentations	\$ 7,041.46	\$ 242.60	\$7,284.06
6	Task 600 - BPA Project Support	\$ 25,089.11	\$ 1,739.80	\$26,828.91
7	Task 700 - Construction, Operations and Maintenance Plan	\$ 14,722.28	\$ 384.80	\$15,107.08
	<i>Total Labor and Expenses</i>			\$339,415.37
	Escalation			\$0.00
	Project Total			\$339,415.37



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 5 - Natural Resources Management

Key 6 - Community Amenities

Subject:

Resolution No. 57-15, Authorizing Execution of Agreement with Washington State Department of Natural Resources (DNR) for an Urban and Community Forestry Program Grant

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

57-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 57-15, authorizing the City Manager to sign and execute an agreement to accept a \$4,884 Urban and Community Forestry Grant from the Washington State Department of Natural Resources.

Summary:

On March 3, 2015, Council adopted Resolution No. 36-15 authorizing the City Manager to sign and execute all documents necessary to apply to Department of Natural Resources (DNR) for grant funding. The Washington State Department of Natural Resources offers an Urban and Community Forestry Grant that provides matching state money to local governments. The City proposed to use the grant funding to replace the aging tree canopy in the By-Pass Shelterbelt in conjunction with a project to relocate and rebuild the trail consistent with the adopted By-Pass Shelterbelt Master Plan.

The City has been awarded the grant and the next step is to sign a grant agreement.

Fiscal Impact:

The grant award is for \$4,884 of State funding, which is not included in current appropriations. An ordinance will be brought before Council to add the expenditure of grant funds to appropriations before the grant is expended. The local cash match of \$4,884 is available in the existing Parks & Facilities operating budget and will be used to purchase trees. Additional crew time, equipment and volunteer hours will contribute to the project.

Attachments:

I. RES NO. 57-15 DNR Grant

RESOLUTION NO. 57-15

A RESOLUTION of the City of Richland authorizing the City Manager to sign and execute an agreement with the Washington State Department of Natural Resources for an Urban and Community Forestry Program grant for tree replacement in the By-Pass Shelterbelt Park.

WHEREAS, the City of Richland Council adopted Resolution No. 36-15 authorizing staff to apply to the Department of Natural Resources (DNR) for an Urban and Community Forestry Program grant for the By-Pass Shelterbelt Park; and

WHEREAS, on March 6, 2015 the City was notified by DNR that funding for the grant application had been approved; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an agreement with DNR for Urban and Community Forestry Program funding for the By-Pass Highway Shelterbelt Park.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Resolution No. 58-15, Approve Substantial Amendment to Community Development Block Grant 2013 and 2014 Annual Action Plans Allocating Additional Funding to Public Works ADA 2015 CDBG Activity

Department:

Community & Development Services

Ordinance/Resolution Number:

58-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 58-15, authorizing the City Manager to transmit necessary documents to the U.S. Department of Housing and Urban Development (HUD).

Summary:

To maximize the utilization of available Community Development Block Grant (CDBG) funds, a Substantial Amendment is required to reallocate funding from the 2013 and 2014 Annual Action Plans.

Funding in the amount of \$106,915.43 from the Rehabilitation Program, Down Payment Assistance Program and unallocated 2013 Annual Action Plan plus \$43,084.57 from Rehabilitation and Down Payment Assistance Programs 2014 Annual Action Plan will be reallocated to Public Works ADA Ramps and Removal of Architectural Barriers 2015 project. The funding will be used to install approximately eight (8) audible pedestrian signals.

Notice of public comment was duly advertised and no comments were received during the 30-day comment period.

Fiscal Impact:

This Substantial Amendment to the Community Development Block Grant Action Plan will reallocate \$150,000, currently in the CDBG Program budget, to Public Works' ADA Ramps and Removal of Architectural Barriers 2015 project. In a future Council meeting, an ordinance will be presented for Council approval to add this project's expenditures to the Street Construction Fund's 2015 appropriations.

Attachments:

- I. Resolution 58-15

RESOLUTION NO. 58-15

A RESOLUTION of the City of Richland approving a Substantial Amendment to the Community Development Block Grant 2013 and 2014 Annual Action Plans, allowing for necessary budget adjustments related to the Amendments and authorizing the City Manager to transmit necessary documents to the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, to maximize the utilization of available Community Development Block Grant (CDBG) funds, a Substantial Amendment is required to reallocate funding from the 2013 and 2014 Annual Action Plans; and

WHEREAS, reallocation of funding in the amount of \$106,915.43 from the Rehabilitation Program, Down Payment Assistance Program and unallocated 2013 Annual Action Plan and \$43,084.57 from Rehabilitation and Down Payment Assistance Programs 2014 Annual Action Plan is being requested; and

WHEREAS, the reallocation of funds in the amount of \$150,000 will be used to install approximately eight (8) audible pedestrian signals as part of the Public Works ADA Ramps and Removal of Architectural Barriers 2015 project.

WHEREAS, the Citizen Participation Plan for the City of Richland requires that a Substantial Amendment be made to the Annual Action Plan allow for said funding adjustments; and

WHEREAS, a notice of public comment was duly advertised and no comments were received during the 30-day comment period.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland approves a Substantial Amendment to the 2013 and 2014 Annual Action Plans allowing for a reallocation of funding and authorizes the City Manager to transmit the necessary documents to the U.S. Department of Housing and Urban Development (HUD).

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 59-15, Authorizing the City Manager to Execute an Agreement with TestAmerica, Inc. for 2015 Landfill Groundwater and Gas Laboratory Testing

Department:

Public Works

Ordinance/Resolution Number:

59-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 59-15, authorizing the City Manager to sign and execute an agreement with TestAmerica, Inc. for 2015 Landfill groundwater and gas laboratory testing.

Summary:

The City is required to perform quarterly groundwater and environmental monitoring at the Horn Rapids Landfill to remain in compliance with Washington State Department of Ecology regulations. The sampling and reporting are completed by Parametrix, Inc., while the laboratory sample analysis is completed by another party. Laboratories providing this service must be qualified by the regulatory agencies, thus only a small list of laboratories are available to perform the required lab tests.

The City solicited bids from qualified laboratories and TestAmerica, Inc. submitted the lowest lab costs. Staff recommends contracting with TestAmerica, Inc. for this required work.

Fiscal Impact:

Yes

The total cost of the proposed contract will not exceed \$31,089. The 2015 Solid Waste Disposal budget authorized \$36,000 for the landfill groundwater and gas analytical services.

Attachments:

1. RES 59-15 Landfil Lab Services
2. Landfill 2015 Analytical Services

RESOLUTION NO. 59-15

A RESOLUTION of the City of Richland authorizing the execution of an Agreement with TestAmerica, Inc. for laboratory services of Horn Rapids Landfill groundwater and gas.

WHEREAS, the City of Richland is required to monitor, analyze, and report on the groundwater quality at its Horn Rapids landfill; and

WHEREAS, the analysis of groundwater quality requires special laboratory equipment and expertise not currently available at City facilities and with City staff; and

WHEREAS, the City solicited bids from qualified laboratories; and

WHEREAS, TestAmerica submitted the lowest laboratory costs for the unique lab tests required; and

WHEREAS, utilizing TestAmerica for laboratory services at the Horn Rapids Landfill is in the best interest of the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Agreement between the City of Richland and TestAmerica, Inc. for laboratory services.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of _____, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and TestAmerica, Inc., 5755 8th Street East, Tacoma, WA 98424 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide analytical services for the required Horn Rapids Landfill groundwater monitoring process.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Letter dated March 19, 2015
 - (ii) Quote No. 58008248-1
- c) This Agreement consists of this Agreement, the above referenced Exhibits and other documents listed below. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by March 31, 2016.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed Thirty-One Thousand Eighty-Nine Dollars (\$31,089) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Letter dated March 19, 2015 and Quote No. 58008248-1.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees

or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings,

specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

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

CITY OF RICHLAND, WASHINGTON

TESTAMERICA, INC.

CYNTHIA D. JOHNSON
City Manager

Signature

Printed Name & Title

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

Address

HEATHER D. KINTZLEY
City Attorney

Phone: _____

Email: _____

Fax: _____

TestAmerica Seattle
5755 8th Street East
Tacoma, WA 98424

Tel: (253) 922-2310
Fax: (253) 922-5047
www.testamericainc.com

March 19, 2015

Lisa Gilbert
Parametrix, Inc.
719 2nd Avenue
Suite 200
Seattle, WA 98104
lgilbert@parametrix.com

Subject: Analytical Services Proposal - Horn Rapids Landfill
TestAmerica Seattle Quotation Number 58008248

Dear Lisa Gilbert;

We appreciate the opportunity to provide your company with a quotation for the Horn Rapids Landfill project. We firmly believe that TestAmerica has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes.

At TestAmerica Seattle, we believe that quality is the hallmark of our business. To ensure your project's data quality objectives are met; we offer experienced personnel who are trained and committed to completing your analytical project on time, a fully documented QA/QC program, and state-of-the-art laboratory equipment and facilities. In addition to being a full service laboratory, we are part of the nation's largest network. This provides access to an unparalleled spectrum of capabilities and turn around time options, all through a single point of contact: Robert Greer, robert.greer@testamericainc.com, who will be your project manager.

Please consider the value added services we provide when evaluating our proposal for support of your project:

Total Access is a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track CoCs, invoices, reports and much more.

Level IV Deliverables/Customizable EDDs that are high resolution, text searchable reports, available in virtually any format.

Extensive Experience: Project Managers with in-depth knowledge of regulatory protocols and procedures.

Nationwide Logistical Support: bringing you an extensive courier network, service centers and shipping options throughout the U.S. and abroad.

Dioxins/Furans, Air, Radiochemistry, IH and other specialty analyses are offered alongside routine soil and water methods with seamless reports and consolidated EDDs.

The following quotation contains a detailed price breakdown, as well as any notes and clarifications pertaining to your project. We thank you for considering TestAmerica Seattle and we hope you will agree that our qualifications, coupled with our competitive pricing, provide the value that your company needs for this project. If you have any questions or need additional information, please contact me at 253 248-4964 or kathy.kreps@testamericainc.com.

Kathy Kreps
Client Relations Manager

cc: Darla Powell

TestAmerica Seattle
5755 8th Street East
Tacoma, WA 98424

Prepared for:

Lisa Gilbert
Parametrix, Inc.
719 2nd Avenue
Suite 200
Seattle, WA 98104
lgilbert@parametrix.com

Prepared by Kreps, Kathy E
Date 3/19/2015
Expiration Date 6/9/2015
Est. Start Date

Project: Horn Rapids Landfill

Quote Number: 58008248 - 1

WAC 173-351 App I & II, Diss Gases

TAT: 8_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	SM 5310B	Organic Carbon, Total (TOC)	48	\$ 35.00	\$ 1,680.00
Water	350.1	Nitrogen, Ammonia	48	\$ 22.00	\$ 1,056.00
Water	300.0	Nitrate	48	\$ 18.00	\$ 864.00
Water	300.0	Chloride, Sulfate	48	\$ 36.00	\$ 1,728.00
Water	SM 2320B	Alkalinity, Bicarbonate	48	\$ 18.00	\$ 864.00
Water	SM 2540C	Solids, Total Dissolved (TDS)	48	\$ 18.00	\$ 864.00
Water	SM 2540D	Solids, Total Suspended (TSS)	48	\$ 18.00	\$ 864.00
Water	200.7 Rev 4.4	6 metals by ICP	48	\$ 72.00	\$ 3,456.00
Water	200.8 LL	15 metals by ICP-MS	48	\$ 96.00	\$ 4,608.00
Water	8260C	Volatiles - Custom List	48	\$ 140.00	\$ 6,720.00

WAC 173-351 App I & II, Diss Gases

TAT: 8_Days (Business Days)

(to be analyzed by Savannah)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	RSK-175	Methane, Ethane, & Ethene	48	\$ 95.00	\$ 4,560.00
Total WAC 173-351 App I & II, Diss Gases					\$ 27,264.00

WAC 173-351 App III

TAT: 8_Days (Business Days)

(to be analyzed by Denver)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	8260B	WAC 173-351 App III Volatiles	3	\$ 160.00	\$ 480.00
Water	8270C	WAC 173-351 App III Semivolatiles	3	\$ 250.00	\$ 750.00
Water	8081A	WAC 173-351 App III Pesticides	3	\$ 130.00	\$ 390.00
Water	8151A	WAC 173-351 App III Herbicides	3	\$ 145.00	\$ 435.00
Water	8082	WAC 173-351 App III PCBs	3	\$ 90.00	\$ 270.00
Water	335.4	WAC 173-351 App III Cyanide, Total	3	\$ 45.00	\$ 135.00
Water	7470A	WAC 173-351 App III Mercury (CVAA)	3	\$ 35.00	\$ 105.00
Water	9034	WAC 173-351 App III Sulfide	3	\$ 45.00	\$ 135.00

WAC 173-351 App III

TAT: 8_Days (Business Days)

(to be analyzed by Sacramento)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
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WAC 173-351 App III

TAT: 8_Days (Business Days)

(to be analyzed by Sacramento)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	1613B	2,3,7,8-Tetrachlorodibenzo-p-dioxin	3	\$ 375.00	\$ 1,125.00
Total WAC 173-351 App III					\$ 3,825.00

Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Trip Blank Analysis (RSK, 8260)	1	\$ 0.00	\$ 0.00
Total Other Charge			\$0.00

Total Other Charges \$ 0.00

Total Analysis Charges \$ 31,089.00

Grand Total for Quote 58008248 \$ 31,089.00

**Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.

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PROJECT DETAILS

Advantage

TestAmerica provides a national network of strategically located labs and service centers utilizing an integrated laboratory information management system (LIMS) to deliver seamless reports and EDDs. This unified capability facilitates sharing work between labs, taking advantage of our redundant capacity, to meet your project schedule and data quality objectives.

Details - Limits

Table 1 Limits

TestAmerica cannot meet all of your Quantitation Limits as listed in Table 1. We are providing our limits with our quote. Please review carefully against your requirements as our limits will normally be well below regulatory limits, even though some may be slightly above your Quantitation Limits for this project. Limits provided closely match what we have been providing historically for this project.

We have had a few MDL and associated RL changes. We have marked these changes on your Table 1 by circling your QL, where they now exceed.

For the Volatiles, we compared the Table 1 limits to both the Seattle and Denver methods. Where RLs have changed, these are marked with either Seattle or Denver noted on the far right. If the other lab was OK, that is noted next to the QL.

The QLs for Aroclors 1262 and 1268 are probably in error - you might want to check those. We provide the same RLs for those two Aroclors as for the rest of the Aroclors (as noted in the marked-up Table 1 attached).

The QL for Mercury is listed as 0.2 mg/L. I'm guessing this was taken from our limits table at one time. It should be 0.0002 mg/L or 0.2 ug/L. You might want to correct this and compare it to your regulatory standards to make sure that the units are the same.

Additional Project Notes

Coolers and Supplies

TestAmerica will provide high quality sample containers and coolers to support analytical activities. Supplies may include a slight bottle excess (10%) in case of breakage. The cost of bottles and cooler usage is included in the analytical price quoted. TestAmerica expects that all coolers will be returned to a TestAmerica laboratory. TestAmerica further anticipates that approximately 70% or more of the containers supplied will be returned as samples. Coolers not received back by the projected deadline, or as arranged with the PM, may be charged at \$30 per cooler. Similarly, if less than 70% of the containers provided are returned as samples, TestAmerica may charge for additional containers provided at a flat rate of \$1 per container.

Data Deliverables

Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation only includes delivery of a Level II report, with a standard turnaround time of 10 business days. Other deliverable levels are available for the following surcharges: EPA Level III-10% of analytical cost; EPA Level IV-15% of analytical cost. Both EPA Level III and IV are provided with a standard turnaround of 20 business days. Report and data research is available from \$50.00 to \$150.00 per hour.

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Electronic Data Deliverables (EDDs)

TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. TestAmerica also offers clients data in EDD format using the Standard TestAmerica EDD. Many EDDs are available for a minimal cost or \$10 for the Standard TestAmerica EDD. *EIM EDD is included in this project at no extra charge.*

Matrix Spike/Spike Duplicate Samples

TestAmerica complies with the required frequencies for MS/MSD per batch. When MS/MSD are not specifically requested, TestAmerica will strive to perform the required QC using whatever available sample there is but will not report the QC results unless the client requests it specifically. Any requested MS/MSD will be charged at unit rates. If MS/MSD are required/requested, the client must provide additional sample volume. *Trip Blanks are included in this project at no extra charge.*

Multiple Dilutions Analyzed

TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the required dilution. Additional dilutions requested to be analyzed and reported can be provided at 50% of the analytical cost for "prepped" analyses and 70% of the analytical cost for all others. These additional dilutions will only be attempted if, in the opinion of the laboratory, they do not pose a risk to the instrumentation. Please contact your PM to inquire about the availability of this service for your particular project.

Price Discounts due to Sample Volume

TestAmerica prices may include a built in volume discount for larger sample projections. Such volume discounts are contingent upon receiving, at a minimum, 70% of the projected sample volume. The laboratory may withdraw volume discount prices when the minimum sample amounts are not delivered.

Sample Container Shipping

The containers and preservatives required by the project shall be delivered via ground transportation at no additional cost to the client. A minimum of 3 days advance notice is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at TestAmerica's cost. Alternatively, TestAmerica can ship the supplies via carrier of choice by the client using the client's shipping account.

Sample Disposal and Archiving

TestAmerica will dispose of samples, sample extracts and digestates, at no additional cost to clients, 30 days after the final report is issued. Storage of samples and containers beyond this time frame may be available for an additional fee. Additional storage time may be available under normal circumstances for a fee starting at \$1 per container per month. For archive storage in the freezer, charges are \$5 per container per month starting 60 days after sample receipt. If samples are required to be retained beyond 1 year from the sample collection date, the fee will be \$15/sample/month. Please contact your PM to inquire about availability.

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Sample Receiving Hours

8 am to 5 pm Monday - Friday

Samples received at the laboratory after 3:00 pm are considered received on the following business day (Monday-Friday, no holidays).

We will do our best to meet rush received after 3 pm, but to better ensure success this should be arranged with your PM prior to sample submittal.

Standard and Expedited Turnaround Times (TAT)

Data will be delivered at the proposed TAT in Business Days from Sample Receipt unless otherwise agreed upon. Standard TAT for Level II deliverables is 10 business days. Standard TAT for Level III and IV deliverables is 20 business days. ***Eight Business Day TAT is included in this project at no extra charge.***

Expedited turnaround time may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and numbers of samples. TestAmerica's expedited turnaround time surcharges are:

5 Business Days TAT = 30%
3 Business Days TAT = 60%
2 Business Days TAT = 75%
1 Business Day TAT = 100%

Different surcharges may apply for specialty analyses. These will be provided in your quotation.

Terms & Conditions

This quotation is based solely upon TestAmerica's standard product (routine QA/QC, analyte lists, reporting and control limits, SOPs, deliverables and standard turnaround times) and noted exceptions herein. Reporting limits, MDLs and control limits are based on statistically evaluations of existing data and may change over time.

The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to TestAmerica's Terms and Conditions unless alternative terms have been agreed to in writing. Submittal of samples will indicate acceptance of TestAmerica's Terms and Conditions and other requirements as set forth in this quotation.

TestAmerica Network/Subcontract Clause

TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has specified a particular location for the work. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

Details - TotalAccess

TotalAccess allows you to track all aspects of your environmental data program, rapidly - day or night, at work or on the road - through your own familiar web browser. TotalAccess can get your whole environmental data program organized. It's an online resource that will make your job easier, your workflow faster, and your desktop cleaner.

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TotalAccess features include:

- Real time access to your sample status and result data in our Laboratory Information Management System (LIMS).
- 24/7 availability to download your Electronic Data Deliverable (EDD) files.
- Convenient organization of all your program information in one place, categorized the way you want it.
- Instant archiving of all documents for secure storage and fast retrieval.
- Dynamic interactive capabilities, enabling you to query and trend data.
- Access to analytical capabilities and methodologies to help you select the best procedures for performing your work.
- Access to lists of Certification programs detailing which TestAmerica laboratories perform work under these programs.
- Online access to your invoices and quotes.
- Ability to compare data results to the regulatory limits.

Sample Pick-up and Courier Service

TestAmerica will pick up samples or drop off supplies during business hours, free of charge within a 40 mile radius of the facility for events that are a minimum of \$200 of analytical services. Courier services must be arranged, at a minimum, 24 hours in advance. Courier services beyond those parameters outlined above are available at an additional cost. Please contact your PM, Robert Greer at robert.greer@testamericainc.com, to inquire about availability and cost.

Quote Acceptance

Please indicate your acceptance of this quote by signing below and returning this page to the quote author, Kathy Kreps or your PM, Robert Greer.

Signature

Name

Date

Even without this approval, if samples are received under this quote that will indicate the acceptance of the pricing and terms & conditions of this quote.

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WAC 173-351 App I & II, Diss Gases

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	SM 5310B	Organic Carbon, Total (TOC)	Total Organic Carbon	1.00	0.190	mg/L
Water	RSK-175	Methane, Ethane, & Ethene	Ethane	10	0.550	ug/L
			Ethylene	10	0.500	ug/L
			Methane	1.2	0.290	ug/L
Water	8260C	Volatiles - Custom List	1,1,1,2-Tetrachloroethane	0.200	0.0250	ug/L
			1,1,1-Trichloroethane	0.200	0.0250	ug/L
			1,1,2,2-Tetrachloroethane	0.200	0.0250	ug/L
			1,1,2-Trichloroethane	0.200	0.0250	ug/L
			1,1-Dichloroethane	0.200	0.0250	ug/L
			1,1-Dichloroethene	0.100	0.0180	ug/L
			1,2,3-Trichloropropane	0.200	0.0500	ug/L
			1,2-Dibromo-3-Chloropropane	2.00	0.440	ug/L
			1,2-Dibromoethane	0.100	0.0250	ug/L
			1,2-Dichlorobenzene	0.300	0.0500	ug/L
			1,2-Dichloroethane	0.200	0.0250	ug/L
			1,2-Dichloropropane	0.200	0.0250	ug/L
			1,4-Dichlorobenzene	0.300	0.0500	ug/L
			2-Butanone	15.0	2.50	ug/L
			2-Hexanone	2.00	0.380	ug/L
			4-Methyl-2-pentanone	5.00	0.500	ug/L
			Acetone	2.00	0.400	ug/L
			Acrylonitrile	5.00	0.750	ug/L
			Benzene	0.200	0.0250	ug/L
			Bromochloromethane	0.200	0.0250	ug/L
			Bromodichloromethane	0.200	0.0250	ug/L
			Bromoform	0.500	0.0800	ug/L
			Bromomethane	1.00	0.160	ug/L
			Carbon disulfide	0.200	0.0250	ug/L
			Carbon tetrachloride	0.200	0.0250	ug/L
			Chlorobenzene	0.200	0.0250	ug/L
			Chloroethane	0.500	0.0750	ug/L
			Chloroform	0.200	0.0300	ug/L
			Chloromethane	0.300	0.0500	ug/L
			cis-1,2-Dichloroethene	0.200	0.0250	ug/L
			cis-1,3-Dichloropropene	0.500	0.0900	ug/L
			Dibromochloromethane	0.200	0.0250	ug/L

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WAC 173-351 App I & II, Diss Gases

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued			Dibromomethane	0.200	0.0250	ug/L
			Ethylbenzene	0.200	0.0300	ug/L
			Iodomethane	0.500	0.0700	ug/L
			Methylene Chloride	0.500	0.110	ug/L
			m-Xylene & p-Xylene	0.500	0.0500	ug/L
			o-Xylene	0.500	0.0600	ug/L
			Styrene	0.500	0.100	ug/L
			Tetrachloroethene	0.500	0.0700	ug/L
			Toluene	0.200	0.0250	ug/L
			trans-1,2-Dichloroethene	0.200	0.0250	ug/L
			trans-1,3-Dichloropropene	0.200	0.0250	ug/L
			trans-1,4-Dichloro-2-butene	2.00	0.375	ug/L
			Trichloroethene	0.200	0.0250	ug/L
			Trichlorofluoromethane	0.500	0.0250	ug/L
			Vinyl acetate	1.00	0.125	ug/L
			Vinyl chloride	0.0200	0.0130	ug/L
			Xylenes, Total	0.500	0.0600	ug/L
		Surrogate Cpnd	1,2-Dichloroethane-d4 (Surr)			
			4-Bromofluorobenzene (Surr)	15.0	3.60	
			Dibromofluoromethane (Surr)			
			Toluene-d8 (Surr)	15.0	0.500	
			Trifluorotoluene (Surr)	1.50	0.430	
	Water	350.1	Nitrogen, Ammonia	Ammonia	RL	Units
					0.200	mg/L
	Water	200.8 LL	15 metals by ICP-MS		RL	Units
					MDL	
					0.400	ug/L
					1.00	ug/L
					1.20	ug/L
					0.400	ug/L
					0.400	ug/L
					0.400	ug/L
					0.400	ug/L
					0.400	ug/L
					2.00	ug/L
					0.400	ug/L
					0.400	ug/L
					3.00	ug/L
					1.00	ug/L
					0.400	ug/L
					1.00	ug/L
					0.400	ug/L
					1.00	ug/L

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WAC 173-351 App I & II, Diss Gases

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Vanadium	4.00	0.975	ug/L
			Zinc	7.00	1.90	ug/L
				RL	MDL	Units
Water	300.0	Nitrate	Nitrate as N	0.900	0.200	mg/L
				RL	MDL	Units
Water	300.0	Chloride, Sulfate	Chloride	0.900	0.300	mg/L
			Sulfate	1.20	0.400	mg/L
				RL	RL	Units
Water	SM 2320B	Alkalinity, Bicarbonate	Alkalinity	5.00	5.00	mg/L
			Bicarbonate Alkalinity as CaCO3	5.00	5.00	mg/L
				RL	RL	Units
Water	SM 2540C	Solids, Total Dissolved (TDS)	Total Dissolved Solids	10.0	10.0	mg/L
				RL	RL	Units
Water	SM 2540D	Solids, Total Suspended (TSS)	Total Suspended Solids	2.00	2.00	mg/L
				RL	MDL	Units
Water	200.7 Rev 4.4	6 metals by ICP	Calcium	1.10	0.0230	mg/L
			Iron	0.500	0.180	mg/L
			Magnesium	1.10	0.133	mg/L
			Manganese	0.0200	0.00170	mg/L
			Potassium	3.30	0.146	mg/L
			Sodium	2.00	0.550	mg/L

WAC 173-351 App III

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	8260B	WAC 173-351 App III Volatiles	Acetone	10.0	1.90	ug/L
			Acetonitrile	30.0	9.56	ug/L
			Acrolein	20.0	2.80	ug/L
			Acrylonitrile	20.0	1.40	ug/L

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WAC 173-351 App III

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued			Allyl chloride	2.00	0.170	ug/L
			Benzene	1.00	0.160	ug/L
			Bromoform	1.00	0.190	ug/L
			Bromomethane	2.00	0.210	ug/L
			2-Butanone (MEK)	6.00	2.00	ug/L
			Carbon disulfide	2.00	0.450	ug/L
			Carbon tetrachloride	1.00	0.190	ug/L
			Chlorobenzene	1.00	0.170	ug/L
			Chlorobromomethane	1.00	0.100	ug/L
			Chlorodibromomethane	1.00	0.170	ug/L
			Chloroethane	2.00	0.410	ug/L
			Chloroform	1.00	0.160	ug/L
			Chloromethane	2.00	0.300	ug/L
			Chloroprene	1.00	0.210	ug/L
			cis-1,2-Dichloroethene	1.00	0.150	ug/L
			cis-1,3-Dichloropropene	1.00	0.160	ug/L
			1,2-Dibromo-3-Chloropropane	5.00	0.470	ug/L
			1,2-Dibromoethane	1.00	0.180	ug/L
			Dibromomethane	1.00	0.170	ug/L
			1,2-Dichlorobenzene	1.00	0.150	ug/L
			1,3-Dichlorobenzene	1.00	0.130	ug/L
			1,4-Dichlorobenzene	1.00	0.160	ug/L
			Dichlorobromomethane	1.00	0.170	ug/L
			Dichlorodifluoromethane	2.00	0.310	ug/L
			1,1-Dichloroethane	1.00	0.220	ug/L
			1,2-Dichloroethane	1.00	0.130	ug/L
			1,1-Dichloroethene	1.00	0.230	ug/L
			1,2-Dichloropropane	1.00	0.180	ug/L
			1,3-Dichloropropane	1.00	0.220	ug/L
			2,2-Dichloropropane	1.00	0.180	ug/L
			1,1-Dichloropropene	1.00	0.190	ug/L
			Ethylbenzene	1.00	0.160	ug/L
			Ethyl methacrylate	3.00	0.860	ug/L
			2-Hexanone	5.00	1.70	ug/L
			Iodomethane	1.00	0.230	ug/L
			Isobutyl alcohol	110	36.5	ug/L
			Methacrylonitrile	10.0	1.60	ug/L
			Methylene Chloride	2.00	0.320	ug/L
			Methyl methacrylate	4.00	1.11	ug/L
			4-Methyl-2-pentanone (MIBK)	5.00	0.980	ug/L
			Propionitrile	20.0	3.70	ug/L
			Styrene	1.00	0.170	ug/L
			1,1,1,2-Tetrachloroethane	1.00	0.210	ug/L

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Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			1,1,2,2-Tetrachloroethane	1.00	0.210	ug/L
			Tetrachloroethene	1.00	0.200	ug/L
			Toluene	1.00	0.170	ug/L
			trans-1,4-Dichloro-2-butene	3.00	0.800	ug/L
			trans-1,2-Dichloroethene	1.00	0.150	ug/L
			trans-1,3-Dichloropropene	3.00	0.190	ug/L
			1,1,1-Trichloroethane	1.00	0.160	ug/L
			1,1,2-Trichloroethane	1.00	0.270	ug/L
			Trichloroethene	1.00	0.160	ug/L
			Trichlorofluoromethane	2.00	0.290	ug/L
			1,2,3-Trichloropropane	2.50	0.330	ug/L
			Vinyl acetate	3.00	0.940	ug/L
			Vinyl chloride	1.00	0.100	ug/L
			Xylenes, Total	2.00	0.190	ug/L
		Surrogate Cpnd				
			4-Bromofluorobenzene (Surr)			
			Dibromofluoromethane (Surr)			
			1,2-Dichloroethane-d4 (Surr)	1.00	0.200	
			Toluene-d8 (Surr)			
				RL	MDL	Units
Water	335.4	WAC 173-351 App III Cyanide, Total	Cyanide, Total	0.0100	0.00200	mg/L
				RL	MDL	Units
Water	7470A	WAC 173-351 App III Mercury (CVAA)	Mercury	0.200	0.0270	ug/L
				RL	MDL	Units
Water	9034	WAC 173-351 App III Sulfide	Sulfide	4.00	0.793	mg/L
				RL	EDL	Units
Water	1613B	2,3,7,8-Tetrachlorodibenzo-p-dioxin	2,3,7,8-TCDD	10.0		pg/L
		Isotope Dilution				
			13C-2,3,7,8-TCDD	2000		
		Surrogate Cpnd				
			37Cl4-2,3,7,8-TCDD	800		
				RL	MDL	Units

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WAC 173-351 App III

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
Water	8270C	WAC 173-351 App III Semivolatiles	a,a-Dimethylphenethylamine	50.0	20.0	ug/L
			Acenaphthene	4.00	0.280	ug/L
			Acenaphthylene	4.00	0.490	ug/L
			Acetophenone	10.0	0.240	ug/L
			2-Acetylaminofluorene	100	6.99	ug/L
			4-Aminobiphenyl	50.0	4.50	ug/L
			Anthracene	4.00	0.420	ug/L
			Benzo[a]anthracene	4.00	0.350	ug/L
			Benzo[a]pyrene	4.00	0.310	ug/L
			Benzo[b]fluoranthene	4.00	0.531	ug/L
			Benzo[g,h,i]perylene	4.00	0.500	ug/L
			Benzo[k]fluoranthene	4.00	0.460	ug/L
			Benzyl alcohol	10.0	0.230	ug/L
			Bis(2-chloroethoxy)methane	10.0	0.970	ug/L
			Bis(2-chloroethyl)ether	10.0	0.410	ug/L
			Bis(2-ethylhexyl) phthalate	10.0	0.560	ug/L
			4-Bromophenyl phenyl ether	10.0	0.430	ug/L
			Butyl benzyl phthalate	4.00	1.00	ug/L
			4-Chloroaniline	10.0	2.14	ug/L
			Chlorobenzilate	10.0	0.657	ug/L
			4-Chloro-3-methylphenol	10.0	2.41	ug/L
			2-Chloronaphthalene	4.00	0.260	ug/L
			2-Chlorophenol	10.0	2.00	ug/L
			4-Chlorophenyl phenyl ether	10.0	1.66	ug/L
			Chrysene	4.00	0.540	ug/L
			Diallate	5.60	0.560	ug/L
			Dibenz(a,h)anthracene	4.00	0.510	ug/L
			Dibenzofuran	4.00	0.290	ug/L
			1,2-Dichlorobenzene	4.00	0.230	ug/L
			1,3-Dichlorobenzene	10.0	0.300	ug/L
			1,4-Dichlorobenzene	4.00	0.320	ug/L
			3,3'-Dichlorobenzidine	50.0	2.00	ug/L
			2,4-Dichlorophenol	10.0	0.640	ug/L
			2,6-Dichlorophenol	10.0	1.35	ug/L
			Diethyl phthalate	4.00	0.380	ug/L
			Dimethoate	20.0	1.06	ug/L
			7,12-Dimethylbenz(a)anthracene	20.0	1.56	ug/L
			3,3'-Dimethylbenzidine	20.0	4.00	ug/L
			2,4-Dimethylphenol	10.0	0.580	ug/L
			Dimethyl phthalate	4.00	0.210	ug/L
			Di-n-butyl phthalate	4.00	1.16	ug/L

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Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued			1,3-Dinitrobenzene	10.0	2.00	ug/L
			4,6-Dinitro-2-methylphenol	50.0	4.00	ug/L
			2,4-Dinitrophenol	30.0	10.0	ug/L
			2,4-Dinitrotoluene	10.0	1.66	ug/L
			2,6-Dinitrotoluene	10.0	1.89	ug/L
			Di-n-octyl phthalate	4.00	0.350	ug/L
			Diphenylamine	10.0	1.06	ug/L
			Disulfoton	50.0	1.14	ug/L
			Ethyl methanesulfonate	10.0	0.943	ug/L
			Ethyl Parathion	50.0	2.00	ug/L
			Famphur	100	1.54	ug/L
			Fluoranthene	4.00	0.200	ug/L
			Fluorene	4.00	0.310	ug/L
			Hexachlorobenzene	10.0	0.660	ug/L
			Hexachlorobutadiene	10.0	3.30	ug/L
			Hexachlorocyclopentadiene	50.0	10.0	ug/L
			Hexachloroethane	10.0	2.10	ug/L
			Hexachloropropene	100	2.00	ug/L
			Indeno[1,2,3-cd]pyrene	4.00	0.650	ug/L
			Isophorone	10.0	0.210	ug/L
			Isosafrole	3.50	1.00	ug/L
			Methapyrilene	50.0	20.0	ug/L
			3-Methylcholanthrene	20.0	1.70	ug/L
			Methyl methanesulfonate	10.0	1.00	ug/L
			2-Methylnaphthalene	4.00	0.290	ug/L
			Methyl parathion	50.0	3.22	ug/L
			2-Methylphenol	10.0	0.980	ug/L
			3 & 4 Methylphenol	10.0	0.250	ug/L
			Naphthalene	4.00	0.290	ug/L
			1,4-Naphthoquinone	50.0	13.8	ug/L
			1-Naphthylamine	10.0	3.10	ug/L
			2-Naphthylamine	10.0	3.09	ug/L
			2-Nitroaniline	10.0	1.73	ug/L
			3-Nitroaniline	10.0	2.00	ug/L
			4-Nitroaniline	10.0	2.00	ug/L
			Nitrobenzene	10.0	0.810	ug/L
			5-Nitro-o-toluidine	20.0	1.40	ug/L
			2-Nitrophenol	10.0	0.390	ug/L
			4-Nitrophenol	10.0	1.23	ug/L
			N-Nitrosodiethylamine	10.0	1.73	ug/L
			N-Nitrosodimethylamine	10.0	0.290	ug/L
			N-Nitrosodi-n-butylamine	10.0	1.22	ug/L
			N-Nitrosodi-n-propylamine	10.0	0.350	ug/L

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Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Endosulfan I	0.0500	0.00580	ug/L
			Endosulfan II	0.0500	0.00700	ug/L
			Endosulfan sulfate	0.0500	0.00570	ug/L
			Endrin	0.0500	0.00790	ug/L
			Endrin aldehyde	0.0500	0.00880	ug/L
			gamma-BHC (Lindane)	0.0500	0.00690	ug/L
			Heptachlor	0.0500	0.00770	ug/L
			Heptachlor epoxide	0.0500	0.00750	ug/L
			Isodrin	0.100	0.00390	ug/L
			Kepone	1.00	0.348	ug/L
			Methoxychlor	0.100	0.0130	ug/L
			Technical Chlordane	0.500	0.140	ug/L
			Toxaphene	2.00	0.367	ug/L
		Surrogate Cpnd				
			DCB Decachlorobiphenyl	0.0500	0.000500	
			Tetrachloro-m-xylene	0.0500	0.00500	
				RL	MDL	Units
Water	8151A	WAC 173-351 App III Herbicides	2,4-D	4.00	0.210	ug/L
			Dinoseb	1.00	0.450	ug/L
			2,4,5-T	1.00	0.190	ug/L
			Silvex (2,4,5-TP)	1.00	0.170	ug/L
		Surrogate Cpnd				
			2,4-Dichlorophenylacetic acid	0.500	0.140	
				RL	MDL	Units
Water	8082	WAC 173-351 App III PCBs	PCB-1016	1.00	0.124	ug/L
			PCB-1221	1.00	0.214	ug/L
			PCB-1232	1.00	0.166	ug/L
			PCB-1242	1.00	0.104	ug/L
			PCB-1248	1.00	0.0915	ug/L
			PCB-1254	1.00	0.114	ug/L
			PCB-1260	1.00	0.160	ug/L
			PCB-1262	1.00	0.0845	ug/L
			PCB-1268	1.00	0.363	ug/L
			Polychlorinated biphenyls, Total	1.00	0.0845	ug/L
		Surrogate Cpnd				
			DCB Decachlorobiphenyl	0.100	0.0222	
			Tetrachloro-m-xylene	0.100	0.0206	

TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (referred to as "TestAmerica"), TestAmerica shall provide the ordered services pursuant to these Terms and Conditions, and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, the Order constitutes an acceptance by the Client of TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by TestAmerica in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab, are not guaranteed. In the event of any changes in the sample delivery schedule by the Client, prior to Sample Delivery Acceptance, TestAmerica reserves the right to modify its turnaround time commitment, to change the date upon which TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where TestAmerica provides courier services. In no event will TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from TestAmerica's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to TestAmerica's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

2. PAYMENT TERMS

2.1 Services performed by TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law. Where requested services on a group of samples received and logged in together at the laboratory total less than \$50, there will be a minimum transaction charge of \$50 for the sample group, or as shown on any related quote from TestAmerica, at TestAmerica's discretion. An Environmental Management Fee of 5% of the invoice value will also be applied, at TestAmerica's discretion.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all Clients except those whose credit has been established with TestAmerica. For Clients with approved credit, payment terms are net 30 days from the date of invoice by TestAmerica, unless alternative terms have been agreed in a separate written agreement, and payment shall be made without retainage, and will

not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, that acknowledges and accepts payment responsibility.

2.3 In the event Client fails to make timely payment of its invoices, TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to, arbitrator's and attorney's fees. TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after sample delivery acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. TestAmerica will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, TestAmerica will use analytical methodologies which are in substantial conformity with published test methods. TestAmerica has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures and where the nature or composition of the sample requires it, TestAmerica reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgment of TestAmerica, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or TestAmerica's Laboratory Quality Manuals. Client may request that TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, TestAmerica will proceed with analyses under its standard Quality Manuals then in effect, and TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 TestAmerica warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to TestAmerica prior to Sample Delivery Acceptance. TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by TestAmerica in connection with any services performed by TestAmerica or any Results generated from such

services, and TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by TestAmerica, will be limited to repeating any services performed, contingent on the Client's providing, at the request of TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense. If resampling is necessary, TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by TestAmerica which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of TestAmerica. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond TestAmerica's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by TestAmerica of payment for the whole Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by TestAmerica for performance of work will be retained by TestAmerica, and Client shall not disclose such information to any third party.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the Results delivered by TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold TestAmerica's right to independently defend its data.

5.4 TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has specified a particular location for the work. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

5.5 TestAmerica shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated as space allows for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at his own expense. TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within TestAmerica's permitted capability or the capabilities of TestAmerica's designated waste disposal

vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in any order under these Terms and Conditions, TestAmerica agrees to retain all records for five (5) years.

5.7 In the event that TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse TestAmerica for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at TestAmerica's current published rates.

6. INSURANCE

6.1 TestAmerica shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over TestAmerica's employees who are engaged in the performance of the work. TestAmerica shall also maintain during such period, Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$5,000,000 per occurrence/aggregate).

7. AUDIT

7.1 Upon prior notice to TestAmerica, the Client may audit and inspect TestAmerica's records and accounts covering reimbursable costs related to work done for the Client, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and TestAmerica shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices.

8. MISCELLANEOUS PROVISIONS

8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where TestAmerica's services are performed.

8.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder to these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 60-15, Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonds

Department:

Energy Services

Ordinance/Resolution Number:

60-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 60-15, Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonds.

Summary:

As part of the retail rate program for the electric utility, staff anticipates the City securing \$20,000,000 in electric utility revenue bonds to fund capital projects from 2015 through mid-year 2017. The bond sale is scheduled for Fall 2015 and prior to securing the referenced bond proceeds, City staff anticipates some level of associated project expenditures. The estimated breakout for 2015 total expenditures is as follows:

- 2013 electric utility revenue bond proceeds (approximately \$2,000,000 remaining as of January 2015);
- rate – financed capital retail rate revenues (approximately \$2,000,000);
- the remainder of project expenditures prior to securing the 2015 electric utility revenue bond proceeds from the electric utility fund general purpose operating cash (GPOC).

If approved by City Council, the proposed Resolution No. 60-15 will authorize City staff to use electric utility GPOC for a portion of the 2015 capital expenditures, then reimburse that portion of GPOC, not to exceed \$6,919,000, with the 2015 electric utility revenue bond proceeds.

The approved 2015 budget appropriations include capital expenditures in amounts sufficient to meet the conditions of this proposed resolution.

Fiscal Impact:

None. The approved 2015 budget appropriations include capital expenditures in amounts to meet the conditions of this proposed resolution. Approval of the proposed resolution will satisfy certain IRS regulations regarding the use of tax-exempt bonds to reimburse for qualifying expenditures incurred prior to issuance of the bonds.

Attachments:

- I. Proposed Resolution No. 60-15

RESOLUTION NO. 60-15

A RESOLUTION of the City of Richland, declaring its official intent to reimburse capital expenditures in connection with certain capital projects from proceeds of a future borrowing.

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

Section 1. Findings.

1.1 The City of Richland (the "City") intends to make expenditures for the Projects (identified below) from funds that are available but that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis, or otherwise set aside for those expenditures, and reasonably expects to be reimbursed for those expenditures from proceeds of bonds or other obligations ("bonds") issued to finance those expenditures.

1.2 Certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds to reimburse the issuer of the bonds for expenditures made before the issue date of the bonds require, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those expenditures from proceeds of bonds.

Section 2. Description of Project for Which Expenditures are to be Made. The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, to fund all or any portion of the Calendar Year 2015 projects listed as "Electric Projects" in the approved City of Richland Capital Improvement Plan (the "Projects").

Section 3. Maximum Principal Amount and Authorization of Obligations Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the Projects is expected to be not more than \$6,919,000, and such principal amount is authorized to be issued pursuant to a bond ordinance to be presented to the City Council on a date deemed appropriate by the Finance Director. This resolution authorizes the preparation of all necessary bond documents and constitutes due authorization of the bonds to the extent necessary to authorize expenditures of available funds of the City in anticipation of the receipt of bond proceeds.

Section 4. Declaration Reasonable. The City Council has reviewed its existing and reasonably foreseeable budgetary and financial circumstances and has determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has limited funds available that already are, or are

reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project.

Section 5. Limitations on Uses of Reimbursement Amounts. The City will not, within one year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or interest on tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

Section 6. Date of Declaration. This declaration of official intent shall be dated as of the date of adoption of this resolution.

Section 7. Ratification and Confirmation. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

Section 8. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution Nos. 61-15, 62-15 and 63-15 Appointments and Reappointments to the Code Enforcement Board, Parks and Recreation Commission and Arts Commission

Department:
City Attorney

Ordinance/Resolution Number:
61-15, 62-15, 63-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution Nos. 61-15, 62-15 and 63-15, for appointments and reappointments to the Code Enforcement Board, Parks and Recreation Commission and Arts Commission.

Summary:

Code Enforcement Board (CEB): The term for Position Nos. 4 and 5 previously held by Gerald Frey and Wayne Bell respectively, expired on March 31, 2015. CEB Chair La Plante is recommending the reappointment of Gerald Frey to Position No. 4 and appointment of Joseph Guyette to Position No. 5. The term for the two positions are for two years or until March 31, 2017. Applicant Dennis Hill was also considered for appointment.

Parks and Recreation Commission (PRC): The term for Position Nos. 1, 4, 5, 8 and 9 previously held by Maria Gutierrez, Nancy Doran, Jackie Valentino, Viknesh Kasthuri and Shanta Katipamula respectively, expired on March 31, 2015. PRC Members Richards and Valentino interviewed the candidates and PRC Chair Gutierrez is recommending the reappointment of Maria Gutierrez to Position No. 1, Nancy Doran to Position No. 4, Viknesh Kasthuri to Position No. 8 and Shanta Katipamula to Position No. 9 and the appointment of Justin Wilde to Position No. 5. The term for Position Nos. 1, 4 and 5 are three years or until March 31, 2018 and the term for Position Nos. 8 and 9 are one-year or until March 31, 2016. Applicants Joe Guyette and Kenneth Reutell were also considered for appointment.

Arts Commission (AC): The term for Position Nos. 2, 5 and 7 previously held by Dori Luzzo-Gillmou, Anneke Rachinski and the vacant youth position, expired on March 31, 2015. Also, Janis Rose submitted her resignation on March 19, 2015, leaving an unexpired term for Position No. 1 to March 31, 2017. AC Chair is recommending the reappointment of Dori Luzzo-Gilmour to Position No. 2, and appointments of Jeffrey Kissel to Position No. 1, Michael Wutzke to Position No. 5 and Liliana Rasmussen to Position No. 7. The term for Position No. 1 is until March 31, 2017, the term for Position Nos. 2 and 5 are until March 31, 2018 and Position No. 7 is until March 31, 2016. Applicants Kiah Griffith, Nancy Jewell, Grace Dai and Sonali Matta were also considered for appointment.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution No. 61-15
2. CEB Recommendation and Applications
3. Proposed Resolution No. 62-15
4. PRC Recommendation and Applications
5. Proposed Resolution No. 63-15
6. AC Recommendation and Applications

RESOLUTION NO. 61-15

A RESOLUTION of the City of Richland confirming the position appointment of Joseph Guyette and reappointment of Gerald Frey to the Code Enforcement Board.

BE IT RESOLVED by the City Council of the City of Richland that the following position reappointments to the Code Enforcement Board are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Appointment</u> Joseph Guyette	4	3/31/17
<u>Reappointment</u> Gerald Frey	5	3/31/17

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 7th day of April 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Danny La Plante <djlaplante1@gmail.com>
Sent: Thursday, March 19, 2015 12:01 PM
To: Barham, Debby
Subject: CEB applicant recommendations

Ms. Barham

Here are my recommendations for the positions on the Code Enforcement Board.

1. Dr. Gerald Frey to retain his current board membership
2. Joseph Guyette to fill the vacancy left by Wayne Bell

Danny La Plante
Chairman

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Code Enforcement Board

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FEB 24 2015

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Personal Information

First Name*

Gerald

Last Name*

Frey

Street Address*

355 Rockwood Drive

City*

Richland

State*

WA

Zip*

99352

Length of Residency
in the City of Richland*

39 years

Email:*

geraldcfrey@gmail.com

Contact Phone:*

509-628-3961

Alternate Phone:

509-539-1174

Occupation:*

Retired doctor

Education: *

M.D. degree University of Wisconsin June 1971

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I have been on the code enforcement board since June 2010.

Are you currently
serving on a Board,
Commission or
Committee*

If yes, which one/s?

Code enforcement board

☒ Yes

☐ No

Have you served on a
Board, Commission or
Committee before?*

If yes, which one/s?

Code enforcement board

☒ Yes

☐ No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

☒ I accept

A resume is required to complete the application.*

☐

Uploaded: Resume Gerald Frey.docx

Resume Gerald Frey

University of Wisconsin-Milwaukee 1963 to 1967

University of Wisconsin Medical School-Madison 1967 to 1971

Pediatric Residency: St. Joseph Hospital Phoenix AZ 1971 to 1973

Pediatrician: Anderson Air Force Base Guam USA 1973 to 1975

Pediatric Residency: St. Joseph Hospital Phoenix AZ 1975 to 1976

Pediatrician: Richland WA 1976 to 2007

Richland VIPS: 1997 to present

CASA/Guardian Ad Litem: 2009 to present

Benton-Franklin Master Gardener: 2009 to present

Richland Code Enforcement Board: 2010 to present

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Code Enforcement Board

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Personal Information

First Name*

Joseph

Last Name*

Guyette

Street Address*

1115 Mcpherson

City*

Richland

State*

Washington

Zip*

99354

Length of Residency in
the City of Richland*

30+ years

Email:*

joeguyette@aol.com

Contact Phone:*

509-943-6737

Alternate Phone:

509-366-6737

Occupation:*

Retired

Education: *

BA - Humanities (English and Business) WSU Tri-Cities, 1997

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I worked many years in "code enforcement" type positions as Quality or Performance Assurance in operations and construction. I know how to read and apply a code.

**Are you currently
serving on a Board,
Commission or
Committee***

☐ Yes

☒ No

**Have you served on a
Board, Commission or
Committee before?***

If yes, which one/s?

Friends of the Richland Library

☒ Yes

☐ No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

☒ I accept

A resume is required to complete the application.*

☐

Uploaded: City Resume.docx

Joseph C. Guyette

EDUCATION

B.A., Washington State University (1997)

QUALIFICATIONS

Mr. Guyette has over 40 years experience in nuclear construction and operations. Developed and managed effective quality assurance, quality control, and assessment programs on commercial and Department of Energy, nuclear and non-nuclear facilities and construction projects

Currently acting as a Docent on both Hanford site wide tours and B Reactor tours during the summer months. Retired from Hanford after working for various Hanford contractors and subcontractors for approximately 30 years. Much of my career was spent in positions of responsibility and leadership while working in engineering, operations, performance assurance, and quality assurance. I preferred working on construction projects as I enjoyed the team approach, the structure, planning, and the satisfaction of progress.

I also served six years active duty in the nuclear navy after completion of a rigorous training program. Completed three patrols as the Engine Room Supervisor leading control and operations of the nuclear powered steam plant providing propulsion and power for the submarine. Prior to assignment to the submarine I served for a short period in Viet Nam.

I am currently retired, other than the Docent activities discussed above. My wife and I enjoy travel, cooking, and reading. I continue to work at mastering fly fishing.

I am fair, honest, and have no agenda but only wish to become more involved in the community.

RESOLUTION NO. 62-15

A RESOLUTION of the City of Richland confirming the position reappointments of Maria Gutierrez, Nancy Doran, Viknesh Kasthuri and Shanta Katipamula and the position appointment of Justin Wilde to the Parks and Recreation Commission.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointments to the Parks and Recreation Commission are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Adult Members</u>		
Maria Gutierrez	1	3/31/18
Nancy Doran	4	3/31/18
Justin Wilde	5	3/31/18
<u>Youth Members</u>		
Viknesh Kasthuri	8	3/31/16
Shanta Katipamula	9	3/31/16

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 7th day of April 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



City of Richland
Parks and Recreation Department
500 Amon Park Drive
Richland, WA 99352
(509) 942-7529
Richlandparksandrec.com

To: City Council

From: Parks and Recreation Commission Interview Panel

Date: March 20, 2015

Re: Commission Vacancy Interviews

Cc: Parks and Public Facilities Director, Joe Schiessl

Seven applications were received for five vacant positions on the Parks and Recreation Commission. Commissioner Richards and Commissioner Valentino interviewed candidates on Wednesday, March 18, 2015. Also present was Parks and Public Facilities Director Joe Schiessl. Interview procedures were followed and no conflict of interest was identified. As a result of these interviews, Maria Gutierrez is recommended to be reappointed to serve the term for Position No. 1, Nancy Doran is recommended to be reappointed for Position No. 4 and Justin Wilde is recommended for Position No. 5. The terms for Gutierrez, Doran and Wilde will be for three years or until August 31, 2018.

Viknesh Kasthuri is recommended for Youth Member Position No. 8 and Shanta Katipamula is recommended for Youth Member Position No. 9. The term for the Youth Member Positions is one year or until March 31, 2016.

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Parks and Recreation Commission

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MAR 03 2015

RICHLAND CITY CLERK

Personal Information

First Name*

Maria E

Last Name*

Gutierrez

Street Address*

109 Falley St.

City*

Richland

State*

WA

Zip*

99352

Length of Residency
in the City of

Richland*

12 years

Email:*

perublossom@yahoo.com

Contact Phone:*

509-539-8305

Occupation:*

Educator

Education: *

Masters in Education-Heritage University 2007 Bachelor of Arts in Education/English Major-
Eastern Washington University 2003

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I have served for eight years on the Parks and Recreation Commission (PRC) as a commissioner, vice chair, and currently chair of the PRC. During this time, I have worked with staff and commissioners on aligning the goals of the commission with that of the City of Richland's Strategic Plan and worked to create a culture of streamlined and informed decision-making on the commission.

Are you currently
serving on a Board,
Commission or
Committee*

If yes, which one/s?

Parks and Recreation Commission

(X)Yes

()No

Have you served on a
Board, Commission or
Committee before?*

If yes, which one/s?

Parks and Recreation Commission

(X)Yes

()No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

☒ I accept

A resume is required to complete the application.*

☐

Uploaded: PRCResume.docx

Maria Gutierrez

Objective: To support the Richland City Council in enhancing the quality of life in Richland through serving on the Parks and Recreation Commission

Qualifications

Experience working with broad range of people in advising, instructing, goal setting, and motivating
Able to foster team cooperation and collaboration
Experience in maintaining and mediating communication between various entities
Able to work well in a team setting, one-on-one, or independently as needed

Education

Master's in Education
Professional Certification
Heritage University
Completed May 2007

Bachelor of Arts in Education
Major in English
Eastern Washington University
Completed June 2003

Employment

Pasco School District

Chiawana High School
Secondary English Teacher
2009-Present

Pasco High School
Secondary English Teacher
2003-2009

Volunteer Experience

Parks and Recreation Commission
Chair-2012-Present
Vice Chair-2009-2010, 2012
Commissioner-2007-Present

Soccer Coach—Upward/Bethel Sports
2013-2014

Christian Motorcyclists Association

Area Rep for East Central WA Region-2011-Present

Treasurer-2007-2008

Secretary-2006-2007

Science/Humanities After-School Program (*Spring/Summer 2006*)

Partnered with YMCA, Columbia Basin College, Shalom Church, McNary Wildlife Refuge, and Jefferson Elementary to provide after school science program for home school and under-represented students of middle school age

Developed engaging, hands-on curriculum, and integrated poetry, art, history, and creative writing with science

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Parks and Recreation Commission

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MAR 06 2015

Personal Information

First Name*

Nancy

Last Name*

Doran

RICHLAND CITY CLERK

Street Address*

1516 Johnston Ave

City*

Richland

State*

WA

Zip*

99354

Length of Residency
in the City of

Richland*

38 1/2 years

Email:*

nhdoran@charter.net

Contact Phone:*

509-946-1175

Occupation:*

Retired (Information
Specialist)

Education: *

Marymount Manhattan College, NY, NY

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I've served on the PRC since December 2009. For the last year and a half, I've been vice-chair. One of my areas of interest has been encouraging walking as a healthy activity. With that in mind, I proposed that the commission set up a committee to investigate walkability issues in the city, which they did. I've been active in promoting that since.

Are you currently
serving on a Board,
Commission or
Committee*

If yes, which one/s?

Parks and Rec

☒ Yes

☐ No

Have you served on
a Board, Commission
or Committee
before?*

If yes, which one/s?

only PRC

☐ Yes

☒ No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

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☒ I accept

A resume is required to complete the application.*

[]

Uploaded: prc resume.doc

Nancy Doran
1516 Johnston Ave
Richland WA 99354

Education:

BA - Marymount Manhattan College, New York City, NY

Work Experience:

1976-2011

Battelle Memorial Institute
Pacific Northwest National Laboratory
Richland WA 99352

Employed at Hanford Technical Library in progressively more responsible positions: Library Clerk, Information Specialist, Manager (reference services, later Information Release)

1971-1975

Salt Lake City Public Library
Salt Lake City, Utah
Children's Librarian

1970-71 Children's librarian

New Haven Free Pubic Library
New Haven, CT
Children's Librarian

Community contributions

1982 – present

Camerata Musica: Member Committee/Board of Directors,
Currently serving as Chair, previously served at Treasurer.

2010- present.

Richland Parks and Recreation Commission Member
2014-present: vice-chair

2013-present

Benton-Franklin Community Health Alliance,
Healthy Living committee: Member

2013

Tapteal Greenway: Member, Board of Directors

1999-2004 (dates approximate)

Washington State Youth Soccer Disciplinary Committee
Served on the Tri-Cities Satellite Committee

1986-1997

Tri-Cities Soccer Referee Association: Referee

1988-2002 (dates approximate)

Tri-City Youth Soccer Association: Assistant Coach, Team manager, Age group
Coordinator, Interim IAL director

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Parks and Recreation Commission

Personal Information

First Name* Last Name*
Justin Wilde

Street Address*
3365 Nottingham Dr.

City* State* Zip*
Richland WA 99352

Length of Residency in the City of Richland* Email:*
25+ years jwwilde@outlook.com

Contact Phone:* Occupation:*
5093083559 Environmental
Scientist/Wildlife
Biologist

Education: *

Richland High School Graduate Degree in Zoology from Washington State University, Pullman Campus Graduate level work in Environmental Engineering from Washington State University Tri-Cities Campus

Experience Applicable to the City Board, Commission or Committee to which you are applying*

Experience with Benton-Franklin county as Environmental Specialist performing site reviews around Benton county during development to ensure compliance with legal requirements and protection of natural resources. Perform ecological monitoring and reviews across the Hanford Site, providing and understanding of natural resources and best practices for interacting and protecting those resources. Multi-year director of large regional recreational racing organization, providing guidance and direction for over 1500 participants a year throughout the northwest including Idaho, Washington and Oregon. Combination of understanding of natural resources and ability to interact with public and large groups will allow me to provide valuable support to the Richland Parks and Recreation Committee.

Are you currently serving on a Board, Commission or Committee*

☐ Yes

☒ No

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~~SEP 04 2014~~
3/3/15
RICHLAND CITY CLERK

**Have you served on
a Board,
Commission or
Committee before?***

☐ Yes

☒ No

Are you a City of Richland Employee?*

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☐ Yes

☒ No

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☒ I accept

A resume is required to complete the application.*

[]

Uploaded: Wilde_09042014_NCT.doc

Please login to view the uploaded file.

Justin Walter Wilde

3365 Nottingham Dr, Richland, WA 99352
Phone: (509) 308-3559 • E-mail: jwwilde@outlook.com

EDUCATION

Washington State University, Pullman, Washington

January 2002 – May 2005

- Bachelors of Science in Zoology

Washington State University, Richland, Washington

Ongoing

- Masters in Environmental Engineering program

Current Organization Leadership

Northwest Championship Tour Director-

Acting January 2012-current

- Position held is Director. The Northwest Championship Tour (NCT) is large hobby racing series throughout the northwest. Each year roughly 1200-1600 participants attend a NCT event. My responsibilities included filing the organization as an official Non-Profit Organization within the state of Washington, creating a banking system for the organization, soliciting series sponsors and payments, updating guidance documents, production of promotional materials and rule decisions against/to participants. Since assuming director the series events have increased the attendance total, notoriety of events has increased and the structure and cohesiveness of the multiple events has greatly improved. This position is performed as a voted position by the event facility hosts and is not compensated with pay.

EXPERIENCE

Environmental and Wildlife Scientist-

**EnergySolutions/Mission Support Alliance,
Richland, WA, April 2007 to Present**

Acting scientist providing technical knowledge and work to the Public Safety and Resource Protection group. Work activities include environmental sciences, wildlife sampling, toxicology, monitoring and protection of ecological resources, environmental assessments, lessons learned, job hazard analysis development and facility/site ecological clearances & reviews. Assists in developing and tracking budgets and schedules, updates budget/schedule performance, and provide status reports. Interact, as required or directed, with Department of Energy Richland Office, other site contractors and sub-contractors, EPA, Ecology, and the public. Areas of specialization and work focus on wildlife of the Hanford Site, achieved by performing monitoring and collection programs.

- Acting lead of the fish and wildlife collection program under Public Safety and Resource Protection program. Includes multiple species of mammals, birds and fishes collected for laboratory analyses.
- Mission Support Alliance subject matter experts for supporting the compliance of the Migratory Bird Treaty Act and providing technical guidance to Hanford contractors on migratory birds. Coordinates with state and federal fish and wildlife services in the development of permits and guidelines for Hanford programs.
- Public Safety and Resource Protection Automated Job Hazard Analysis lead for the Ecological Monitoring and Environmental Surveillance programs.
- Develop multiple monitoring programs for various species on the Hanford Site. Performed or assists in programs including but not limited too; Hanford bird surveys, raptor nest monitoring, black-tailed jackrabbit monitoring, anuran monitoring, burrowing owl monitoring, ground squirrel monitoring, bald eagle roost monitoring, snake hibernacula location, and Hanford elk population monitoring.
- Appointed lead of the ecological monitoring group during initial implementation of the Public Safety and Resource Protection program within MSA.

Justin Walter Wilde

3365 Nottingham Dr, Richland, WA 99352

Phone: (509) 308-3559 • E-mail: jwwilde@outlook.com

- Crucial member of transitional team during acquisition of Public Safety and Resource Protection program, a large environmental and safety work scope that was being transferred from previous contractor.
- Selected as staff to assist in development of a company business case analysis for determining ability of Mission Support Alliance to perform of a large scope of environmental work held by other contractor, known as Public Safety and Resource Protection.
- Design and project management of investigative wildlife sampling studies such as the 241S/SX/SY contamination of rabbits and the 241C small mammal sampling work.
- Assisted in scheduling, sampling, laboratory analysis and reporting for soil, vegetation and investigative biotic sampling.
- Provided technical assistance to environmental monitoring, noxious weed and biological control programs.
- Perform evaluations for new facilities and major facility modifications. Conduct preoperational environmental monitoring evaluations for new facilities and major changes.
- Assist in review and updating of environmental monitoring procedures, program documents, and related controls.

Environmental Health Specialist-

Benton-Franklin Health District,

Kennewick, WA, June 2005 to April 2007

Perform environmental health activities including vector control via wildlife sampling, land use reviews for resource protection, and review of public water systems for Benton-Franklin Health District.

- Wildlife vector control for public health including monitoring rabies, West Nile Virus, and Avian Influenza. Collections of wildlife for the purpose of sampling and proper testing for potential zoonotic diseases. Communications to the public on proper methods to prevent and handle such vectors.
- Act as the compliance review agent in land use around Benton and Franklin Counties. Soil profiling and analysis were used in determining correct wastewater system locations for resource protection. Use of sieve analysis when detailed soil profiling was required or previous data was argued against.
- Assisting in site hazard assessments or initial investigations on contaminated sites. Assist in determining hazard rankings for sites having soil contamination.

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Parks and Recreation Commission

Personal Information

First Name*

Viknesh

Last Name*

Kasthuri

Street Address*

2333 Davison Avenue

City*

Richland

State*

WA

Zip*

99354

Length of Residency in
the City of Richland*

12 years

Email:*

vikneshk@outlook.com

Contact Phone:*

5093751897

Occupation:*

Student

Education: *

Currently a sophomore in high school.

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I am an active user of city parks and trails and currently serve on the PRC. I have a great interest in making the City of Richland a better, more friendly, and attractive city through recommendations to council, working under the guidance of the vision and direction as set by existing goals, objectives, and plans.

**Are you currently
serving on a Board,
Commission or
Committee***

If yes, which one/s?

Parks & Recreation Commission

☒ Yes

☐ No

**Have you served on a
Board, Commission or
Committee before?***

If yes, which one/s?

Parks & Recreation Commission

☒ Yes

☐ No

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☐ Yes

☒ No

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☒ I accept

A resume is required to complete the application.*

☐

Uploaded: VikneshResumeč (1).docx

Viknesh S. Kasthuri

2333 Davison Avenue • Richland, WA 99354

Phone: 509-375-1897 • E-Mail: vikky2000@gmail.com

Achievements

Science Fair

2011, 2012, 2014

In my Science Fair projects, I have placed highly at the Mid Columbia Science and Engineering Fair and taken first place at the State Science Fair. In my concentrated Solar Power project and in my Lignin project, I worked with scientists at Pacific Northwest National Laboratory and Bioproducts, Sciences & Engineering Laboratory. These projects have lent me valuable experience in research that will assist me in upcoming ventures.

Future Cities National Competition

2012-2013

As the winning team of the Washington State Future Cities Competition, I competed at the National Level in Washington D.C. where my team placed 13th. Creating and managing the team endowed me with leadership skills and the whole project provided me with time management skills, vital in any project.

Eagle Scout

2012

In 2012, I earned the Eagle Scout rank from BSA Troop 249 as a 12 year old. It is the highest honor that can be bestowed on a Boy Scout and requires the Scout to conduct an extensive service project and earn 21 merit badges. On average, Scouts are aged 17 when they attain this award and learn significant leadership skills.

Food Drive

2006-present

At Oasis School, I participated in a Halloween Food Drive. After I left the school I have organized the drive every year through my temple's youth organization, Balagokulam. Last year we collected \$1000 and over a ton of food for the Richland Food Bank.

Education

Richland High School

2013-present

As a sophomore at RHS, I challenge myself with college-level AP classes and am involved in multiple extracurricular activities. GPA: 4.0

Carmichael Middle School

2011-2013

For 7th and 8th grade I attended Carmichael Middle School in Richland, WA, taking advanced HI-CAP and high school courses as well as participating in Math Club and running Cross Country. GPA: 4.0

Interests

I enjoy playing the violin and piano, conducting research, competing in triathlons, leading religious education at my temple, and making my community a better place.

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Parks and Recreation Commission

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RICHLAND CITY CLERK

Personal Information

First Name*

Shanta

Last Name*

Katipamula

Street Address*

417 Adair Drive

City*

Richland

State*

WA

Zip*

99352

Length of Residency in
the City of Richland*

13 years

Email:*

shanta.katipamula@gmail.com

Contact Phone:*

5096273580

Alternate Phone:

5097135175

Occupation:*

Student at Hanford HS and Research Intern
at PNNL

Education: *

Current high school student

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I am currently serving my fourth term on the PRC. In addition, I am a frequent user of the parks and have taken many classes through the Parks and Rec department.

**Are you currently
serving on a Board,
Commission or
Committee***

If yes, which one/s?

Parks and Recreation Commission

☒ Yes

☐ No

**Have you served on a
Board, Commission or
Committee before?***

If yes, which one/s?

Parks and Recreation Commission

☒ Yes

☐ No

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☒ Yes

☐ No

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[X]I accept

A resume is required to complete the application.*

[]

Uploaded: Resume.docx

Shanta Katipamula

Summary of Qualifications

A hardworking, motivated worker who enjoys a challenge and is very meticulous and thorough in her work.

Work Experience

Babysitter, Self-Employed 2011-Present

Duties: take care of children from preschool to middle school age

High School Science Research Intern, Pacific Northwest National Laboratory

Duties: Microfabrication of microfluidic devices 2014-Present

Education

Hanford High School, Richland, WA 99354

Anticipated Graduation Date: June 2015

Cumulative Grade Point Average: 4.0

Special Courses:

AP Biology

AP Calculus BC

AP Chemistry

Journalism

AP World History

AP U.S. Government and Politics

Advanced Art

AP Spanish

AP English Language and Composition

AP Psychology

AP Physics C

AP English Literature and Composition

AP Statistics

Activities

Key Club (4 years)

Science Bowl (4 years)

Junior State of America (4 years)

Knowledge Bowl (4 years)

J.V. Soccer (2 years)

Interact Club of Eastern Washington (6 years)

International Club (3 years)

Recycle Club (1 year)

Volunteer Activities

Salvation Army Thanksgiving Dinner

Nov. 2011

Trick-or-Treat for UNICEF

Oct. 2011, 2012, 2013

Youth Commissioner-Richland Parks and Recreation Commission

Nov. 2011-present

Richland Public Library Book Sale Setup

Sept. 2012

Cache in Trash Out Clean-up of Bateman Island

Feb. 4, 2012

Tutoring

Spring 2013-present

Personal References

Mr. Sean Kelly, S. Young Place, Kennewick, WA, 99336 509.531.7394, Soccer Coach

Mr. Dale Johns, 450 Hanford Street, Richland, WA 99354 509.967.6500, Teacher

Ms. Christina McKee, 1216 Del Mar Court, Richland, WA 99354 509.946.4308, Teacher

RESOLUTION NO. 63-15

A RESOLUTION of the City of Richland confirming the position appointments of Jeffrey Kissel, Michael Wutzke, and Liliana Rasmussen and reappointment of Dori Luzzo-Gilmour to the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointments to the Arts Commission are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Adult Members</u>		
Jeffrey Kissel	1	3/31/17
Dori Luzzo Gilmour	2	3/31/18
Michael Wutzke	5	3/31/18
<u>Youth Member</u>		
Lilian Rasmussen	7	3/31/16

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 7th day of April 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Bykonen, Pamela
Sent: Friday, March 27, 2015 1:16 PM
To: Barham, Debby
Subject: RAC appointments

From: justtraffa@aol.com [mailto:justtraffa@aol.com]
Sent: Monday, March 23, 2015 8:38 PM
To: Bykonen, Pamela; Roseberry, Ann
Subject: DRAFT email for RAC appointments

Dear Debby,

After careful consideration following our interviews last week, along with thoughtful input from our council liaison and city staff who were also in attendance, I am pleased to recommend the following to be appointed to the open seats on the Richland Arts Commission:

Jeffrey Kissel
Dori Luzzo Gilmour
Michael Wutzke
Liliana Rasmussen (youth member)

Thank you again for helping to coordinate the RAC interviews. Please feel free to contact me with any questions.

Best wishes,
-Justin Raffa

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Arts Commission

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Personal Information

First Name*

Jeffrey

Last Name*

Kissel

Street Address*

2395 Coppertree Ct

City*

Richland

State*

WA

Zip*

99354

Length of Residency
in the City of
Richland*

1.5 years

Email:*

jkissel@ligo.mit.edu

Contact Phone:*

585 305 4069

Alternate Phone:

509 372 8108

Occupation:*

Research Scientist

Education: *

B.S in Astronomy & Astrophysics, Pennsylvania State University Ph. D. in Physics, Louisiana State University

Experience Applicable to the City Board, Commission or Committee to which you are applying*

While my day job is rather objective and structured, I've also been a musician all my life, and have diverse interest in and some experience with drawing, painting, photography, ceramics, glass, and even some knitting. Also, thanks to my job I've lived and traveled all over the US and Europe, which has exposed me to how many cities incorporate art into their community.

**Are you currently
serving on a Board,
Commission or
Committee***

☐ Yes

☒ No

**Have you served on a
Board, Commission
or Committee
before?***

☐ Yes

☒ No

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Are you a City of Richland Employee?*

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☐ Yes

☒ No

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☒ I accept

A resume is required to complete the application.*

[]

Uploaded: jkissel_resume_2015.pdf

Jeffrey S. Kissel

Resume

2395 Coppertree Ct.
Richland, WA 99354
+1 585 305 4069
jkissel@ligo.mit.edu

Objective: Membership on Richland Arts Commission

EDUCATION

Ph.D. Physics, *Louisiana State University, Baton Rouge, LA* (2010)
B.S. Astronomy and Astrophysics, *Pennsylvania State University, State College, PA* (2005)

ARTISTIC EXPERIENCE

Formal Art Training *Greece Athena High School, Rochester, NY* (1997-2001)

Experience in drawing, painting, ceramics, sculpture, digitally manipulated abstract art, photography.

Member, Arts Club

Hobbyist Photographer

Experience with Nikon D90

Moderately advanced skills in web design, for photography portfolio

<http://kissel.navidrome.com/>

Musician, 25 years

Percussion: drum set, marching percussion, mallet percussion

PROFESSIONAL EXPERIENCE

Control Systems Engineer (2013 - Present) Dr. Vernon Sandberg (Direct Supervisor)

Lead Detector Engineer, LIGO Hanford Observatory

Focusing on the development, modeling, commissioning, and optimizing of all of LIGO's control systems. Integrated assessment of the interaction between subsystems to improve over all performance of the interferometer. Developing software infrastructure for LIGO control systems digital control architecture. Facilitating the interferometer's maintainability and extensibility.

Co-chair, Advanced LIGO Calibration Team

Developing precision model of the interferometer's most sensitive degrees of freedom. Gathering and organizing many multilevel measurements to support and confirm the model. Assessing limitations the calibration accuracy and precision.

Advanced LIGO Testing and Commission Co-Leader, Suspensions Group

For all advanced LIGO multi-stage suspensions: maintaining and documenting digital infrastructure for local control system; responsible for designing and commissioning local and global control system including extensive modeling of noise sources.

Member, Interferometer Sensing and Control Group

Optimizing and modeling global control systems; predicting global noise contributions to estimate the limits to the interferometer sensitivity; assisting in design of angular control system.

Member, Seismic Isolation Working Group

Leading control development at the Hanford observatory. Leading team of engineers, graduate students, and technicians optimizing the performance of the active isolation platforms.

Post-doctoral Research Scientist (2010 - 2013) Dr. Peter Fritschel (Direct Supervisor)

Advanced LIGO Testing and Commissioning Leader, Suspensions Group

For all advanced LIGO multi-stage suspensions: developed digital infrastructure for local control system; responsible for designing and commissioning local damping control system including extensive MIMO modeling of residual seismic, local sensor, and actuator noise. Lead testing group of five, including research scientists, fellow post-docs, graduate students, engineers, and technicians in creating systematic, three-phased, rigorous testing regime.

Member, Interferometer Sensing and Control Group

Adapted and continued development of hierarchical, global feedback system of the interferometer's suspended optics; modeled local suspension noise contributions to global interferometer degrees of freedom; modified and characterized RF photodiodes for Arm Length Stabilization system.

Member, Calibration Team

Development of aLIGO differential-arm length control system model for preliminary calibration studies, with specific focus on the actuation chain. Involved with calibration measurements for from 2006 to 2010, including S5 and S6; Compiled and automated processing of suspension's DC Actuation Coefficient and interferometer control system Open Loop Gain transfer function measurements in S5/S6.

PROFESSIONAL AFFILIATIONS

American Physical Society
American Astronomical Society
LIGO-VIRGO Scientific Collaboration

PRACTICAL RESEARCH EXPERIENCE**Software**

Adroitness in Matlab, with other proficiencies in Simulink, bash, perl, python, html; Expertise with LIGO-custom software for data acquisition, signal processing, and digital filter design; Some experience with SolidWorks, Ansys WorkBench.

Electronics

Experience with design, analysis, and commissioning of low-noise electronics for displacement sensors, inertial sensors, photo-detectors, electromagnetic and electrostatic actuators, and data acquisition; Skilled in systems-level design of electronics for sensing and control signal chains; Proficiency with Network Analyzer, Spectrum Analyzer, Oscilloscope, Signal Amplifier, Digital Multimeter.

Hardware

Considerable clean-environment (Class 100 / ISO 5), UHV experience; Participated in assembly of precision large-scale, clean hardware, specifically seismic isolation and suspension systems; Experience with delicate, small-scale, layout and alignment of optical benches.

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Arts Commission

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RICHLAND CITY CLERK

Personal Information

First Name*

Dori

Last Name*

Luzzo Gilmour

Street Address*

2051 Howell Ave

City*

Richland

State*

WA

Zip*

99354

Length of Residency
in the City of
Richland*

30 years

Email:*

wine_woman_13@yahoo.com

Contact Phone:*

509-366-9706

Occupation:*

Co-Coordinator ECRE

Christ The King Parish

Education: *

BS. Viticulture and Enology WSU

Experience Applicable to the City Board, Commission or Committee to which you are applying*

Supporter of arts and public service in Richland

Are you currently
serving on a Board,
Commission or
Committee*

If yes, which one/s?

Art

☒ Yes

☐ No

Have you served on a
Board, Commission
or Committee
before?*

If yes, which one/s?

Art

☒ Yes

☐ No

Are you a City of Richland Employee?*

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☐ Yes

☒ No

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☒ I accept

A resume is required to complete the application.*

☐

Uploaded: Resume Dori.docx

Dori Luzzo Gilmour
2051 Howell Ave • Richland WA 99354
Phone 509-366-4424 • E-mail wine_woman_13@yahoo.com

- ❖ ECRE Co-Coordinator Christ the King Parish
- ❖ Leadership Coordinator Kennewick School District
- ❖ E.C.E teacher for Christ The King Sunday School
- ❖ VBS teacher for Christ the King
- ❖ High School and College educator with Kennewick School District
- ❖ Computer applications including data entry, Word, spreadsheets, music editing software, inventory software, book keeping and social media.

Professional Experience

ECRE Co-Coordinator Christ the King Parish June 2014-Current

Managing a volunteer staff of 40 teachers and helpers for a student population of 165 3 year olds to 7 year olds.

Early Childhood Education Preschool Sunday Teacher

Christ the King Richland, WA Sept. 2011-June 2014

Vacation Bible School Chatter Theater Coordinator Preschool

Christ the King Richland, WA July 2012-2014

Radio Broadcasting and Production Instructor

Tri-Tech Skills Center Kennewick , WA Sept. 98-July 2002

Development and implementation of leadership program for school along with daily instruction of radio program.

Responsible for the education and development of a learning program for young adults seeking careers in media.

Tasting Room Manager/Advertising/Concerts

Terra Blanca Winery and Estate Vineyard June 2007-May 2008

Responsible for all tasks related to staff including; hiring, training, and scheduling.

Ordered all products for tasting room including: staff clothing, retail clothing, food products, winery products, and other merchandise.

Implemented new food service program along with event planning, concert planning, and public relations.

Represented winery for the Wine Yakima Valley organization along with Columbia Valley Association.

Scheduled all advertising.

Wine Steward

Yoke's Fresh Market Pasco , WA Feb. 2005-June 2007

Responsible for buying and selling all wine and beer for specialty food/grocery.
Increased sales to become the number one wine shop in company along with growth against new competitors
Consistent contact with vendors, wineries and distributors.
Research and POS (spell this out) for wines.
Create weekly newsletter and maintain customer database.

Lab Assistant/Media Marketing

Terra Blanca Winery Benton City, WA Feb. 2003-Feb. 2005

Responsible for monitoring wine storage, inventory of wine, testing, ordering products for bottling.
Creation and maintenance of database for events, judging and donations.
Increased retail sales and winery recognition due to aggressive, creative marketing campaigns.
Represented winery at public and trade tasting events.
Increased enrollment in wine club by 100%

On-air Announcer/Promotions Director

Tri-Cities Radio Group Kennewick , WA June 1995-May 2003

Live on-air work along with recorded commercials, public relations work and promotions for five radio stations.
Increased client advertising budgets due to effective personal appearances and aided sales staff in increasing sales due to creative promotional campaigns.
Public appearances and spokesperson for local auto dealership.

Education –

Washington State University-Tri-Cities

Bachelor of Science Agriculture with a Major Emphasis in Viticulture and Enology
Minor Emphasis in Business
Magna cum Laude

Central Washington University

Vocational Teaching certification in radio and television broadcasting

Spokane Falls Community College

Applied Associates of Science in radio broadcasting and production

Additional Professional Activities

Richland Arts Commission At Large
Co-Founder and Vice President of WSU-TC Wine Appreciation Club
Former Promotions Chair Tri-Cities Wine Festival and MC for Festival Events
Indian Springs Swim Club Facilities Coordinator

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Arts Commission

Personal Information

First Name*

Michael

Last Name*

Wutzke

Street Address*

2120 Cascade Ave.

City*

Richland

State*

Washington

Zip*

99354

Length of Residency
in the City of
Richland*

25 years

Email:*

michael.wutzke@gmail.com

Contact Phone:*

(509) 460-1246

Occupation:*

Salesman

Education: *

AA Degree, Columbia Basin College - 1984

Experience Applicable to the City Board, Commission or Committee to
which you are applying*

Community volunteer and amateur performer in the arts since 1982

Are you currently
serving on a Board,
Commission or
Committee*

☐ Yes

☒ No

Have you served on a
Board, Commission or
Committee before?*

☐ Yes

☒ No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

RECEIVED

MAR 10 2015

RICHLAND CITY CLERK

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

☒ I accept

A resume is required to complete the application.*

☐

Uploaded: volunteer resume.doc

Michael Wutzke

E-mail:

Phone:

2120 Cascade Ave., Richland, WA 99354

Address:

Summary

Community member who excels at analyzing, prioritizing and completing tasks in a professional manner.

Objectives

Seeking a volunteer situation where I can utilize my years of experience as artist and producer of dramatic performing arts that will to contribute to the benefit of the community.

Qualifications

The Richland Players - Executive Board/Vice President 2012-2015 & 1991-1993

The Richland Players - Producer/Once Upon a Mattress
August 2014

Mid-Columbia Musical Theatre - Producer/The Sound of Music
July 2014

The Richland Players - Producer/Boeing Boeing
April 2014

The Richland Players - Producer/The Mousetrap
February 2014

The Richland Players - Actor (Curley)/Of Mice and Men
September 2011

Mid-Columbia Ballet - Technician Volunteer/The Nutcracker
1993-continuing

Pasco School District - Auditorium Manager
1994 - 1997

Richland School District - Master Technician
1992 - 1994

Laughing Horse Summer Theatre - Company Stage Manager
1991 & 1992

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Arts Commission

RECEIVED

SEP 17 2014

RICHLAND CITY CLERK

Personal Information

First Name*

Liliana

Last Name*

Rasmussen

Street Address*

1761 George Washington Way #123

City*

Richland

State*

WA

Zip*

99354

Length of Residency in
the City of Richland*

7 years

Email:*

liliana.rasmussen@gmail.com

Contact Phone:*

(509) 554-4973

Alternate Phone:

(509) 375-0128

Occupation:*

Student

Education: *

Hanford High School (not graduated yet), one year of study abroad at Bismarckschule
Gymnasium in Elmshorn, Germany

Experience Applicable to the City Board, Commission or Committee to which you are applying*

I have taken numerous years of both private art classes and school art classes including Studio Art, Jewelry, and Advanced Art. Currently, I am taking an AP Art History class and will be taking ceramics next semester. I am also on Hanford High's DECA officer team as well as the International Club officer team. Additionally, I have been involved in Cross Country, Basketball, and Track & Field, which have helped me further develop my teamwork and communication skills.

Are you currently
serving on a Board,
Commission or
Committee*

☐ Yes

☒ No

Have you served on a
Board, Commission or
Committee before?*

☐ Yes

☒ No

RECEIVED
SEP 17 2014
RICHMOND CITY CLERK

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

☒ I accept

A resume is required to complete the application.*

[]

Uploaded: Resume for Art Commission word.doc

Please login to view the uploaded file.

Liliana Rasmussen

1761 George Washington Way #123
Richland, WA 99354
liliana.rasmussen@gmail.com

Cell (509) 554-4973
Home (509) 375-0128

Objective To serve my town by being the youth member of the Arts Commission. I hope to bring my unique artistic perspective as a young person who has traveled to many of our world's most important art museums and monuments (Louvre, Hamburg Art Museum, Vatican Museums, Great Wall of China, Forbidden City) and who spent a year studying abroad in Germany to the Arts Commission to help make Richland a more beautiful, more artistic place.

Skills Statement I have computer skills, can read and write, do mental math, am good with people, friendly, hardworking, and have a passion for art. Can speak three languages (Chinese, English, German), can read and write in two languages (German, English), strong team player. Also work well alone, motivated, creative, good verbal and written communication skills, reliable, responsible, and have solid typing skills.

Education Hanford High School
Richland, WA
Anticipated Graduation Date: June 2015
GPA: 3.97

Bismarckschule Gymnasium
Elmshorn, Germany
One year (study abroad)
GPA: Not Applicable

Special Courses:

Adv. Studio Art	Jewelry	Intro to
Marketing	Film Photography 1	AP Calculus
BC	AP Chemistry	German 3
Microsoft Office Specialist	AP Art History (current)	AP
Physics		

Work Experience	Job Title: Young Women in Science (YWiS) Intern Joel Forrester (509) 375-4484 Richland, WA Duties: Engineering, Designing, Programming Arduinos (microprocessor)	
Awards	Honor Roll DECA 1st Place in Marketing Management category at Area Competition DECA 1st Place in the overall entrepreneurial Test at Area Competition Congress-Bundestag Youth Exchange (CBYX) Scholarship recipient AP Scholar with Distinction	
Activities	Key Club Buddy Club JV Basketball Recycling Club National Honor Society	Art Club (officer) Varsity Cross Country Varsity Track and Field DECA (officer) International Club (officer)
References	Joel Forrester, former Employer	(509) 308-3008
	Sean Mars, Coach & Teacher	(509) 967-6500



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution Nos. 64-15 through 67-15, Expressing Appreciation to Wayne Bell, Jackie Valentino, Janis Rose and Anneke Rachinski for their Service on the City's Boards, Commissions or Committees

Department:
City Attorney

Ordinance/Resolution Number:
64-15, 65-15, 66-15, 67-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution Nos. 64-15, 65-15, 66-16 and 67-15, expressing appreciation to Wayne Bell, Jackie Valentino, Janis Rose and Anneke Rachinski for their Service on the City's Boards, Commissions or Committees.

Summary:

Resolution No. 64-15, Wayne Bell was appointed to the Code Enforcement Board in June 2010 and served until his term expired in March 2015.

Resolution No. 65-15, Jackie Valentino was appointed to the Richland Parks and Facilities in July 2011 and served until her term expired in March 2015.

Resolution No. 66-15, Janis Rose was appointed to the Arts Commission September 2014 and served until her resignation in March 2015.

Resolution No. 67-15, Anneke Rachinski was appointed to the Arts Commission September 2012 and served until her term expired March 2015.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution No. 64-15
2. Proposed Resolution No. 65-15
3. Proposed Resolution No. 66-15
4. Proposed Resolution No. 67-15

RESOLUTION NO. 64-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Wayne Bell for the service he rendered to the City as a member of the Code Enforcement Board.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Wayne Bell, their appreciation for the service he rendered to the City during his tenure as a member of the Code Enforcement Board.

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 7th day of April 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

RESOLUTION NO. 65-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Jackie Valentino for the service she rendered to the City as a member of the Parks and Recreation Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Jackie Valentino, their appreciation for the service she rendered to the City during her tenure as a member of the Parks and Recreation Commission.

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 7th day of April 2015.

DAVID W. ROSE

Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS

City Clerk

HEATHER KINTZLEY

City Attorney

RESOLUTION NO. 66-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Janis Rose for the service she rendered to the City as a member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Jackie Valentino, their appreciation for the service she rendered to the City during her tenure as a member of the Arts Commission.

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 7th day of April 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

RESOLUTION NO. 67-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Anneke Rachinski for the service she rendered to the City as a member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Anneke Rachinski, their appreciation for the service she rendered to the City during her tenure as a member of the Arts Commission.

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 7th day of April 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Resolution No. 68-15, Naming a Private Street Located North of Keene Road and East of Duportail Street as "Lincoln Landing"

Department:

Community & Development Services

Ordinance/Resolution Number:

68-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 68-15, Naming a Private Street Located North of Keene Road and East of Duportail Street as "Lincoln Landing".

Summary:

The Amara Company is developing property located east of and behind the Home Depot store off of Duportail Street with the Fairchild Cinemas. They also have plans for an extended stay hotel and several smaller commercial pad sites. Access to this property will occur primarily from a private road that will be constructed from Keene Road northward to the subject site. Access will also be provided from Duportail Street through the existing private access drives that serve Gold's Gym.

By City code, unnamed private streets must be named by City Council following the request of the majority of land owners whose property lies adjacent to the private street in question. In this case, Amara is the only property owner and they have chosen the name "Lincoln Landing". The name has been reviewed by emergency service providers and determined to be acceptable as it does not duplicate or nearly duplicate any existing street names.

The attached Resolution No. 68-15 would establish Lincoln Landing as the name of this private street. While the street has not yet been constructed, the request has been brought forward now so that the project can be addressed off of Lincoln Landing and forgo the need for any address changes as development of the property progresses.

Fiscal Impact:

Fiscal impacts associated with the naming of this private road would be limited to the nominal costs associated with the updating of City maps and the installation of a private street sign.

Attachments:

1. Resolution No. 68-15
2. Vicinity Map

RESOLUTION NO. 68-15

A RESOLUTION of the City of Richland adopting the name Lincoln Landing for a new private street located in South Richland.

WHEREAS, pursuant to Richland Municipal Code (RMC) 12.01.110, abutting property owners of a street may petition the City to name an unnamed street; and

WHEREAS, the City has received a petition from Amara, the owners of private property that is to be served by this new and as yet, unnamed private street; and

WHEREAS, City staff has circulated the proposed street name of Lincoln Landing to area emergency service providers and has determined that the proposed street name is not duplicative of other existing street names and is consistent with the City's street naming conventions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the new private street, extending North of Keene Road and east of Duportail Street shall be named Lincoln Landing.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 3 - Economic Vitality

Subject:

Resolution No. 69-15, Authorizing Execution of Agreement with U.S. Department of Energy for the Purchase of 1001 Elliot Street

Department:

Community & Development Services

Ordinance/Resolution Number:

69-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 69-15, authorizing the City Manager to sign and execute an agreement with the Department of Energy for the purchase of 1001 Elliot Drive for two-thousand five-hundred dollars (\$2,500).

Summary:

In 1984, the Department of Energy (DOE) surplused the Wellsian Way Spur Line, an abandoned rail right-of-way. DOE conducted the necessary Finding of No Significant Impact (FONSI). The property was intended to be sold at market rate, but the property was never successfully sold.

In 2014, the City's efforts to realign and extend Stevens Drive in support of the Duportail Bridge resulted in the property being brought back onto the market by the Department of Energy. As part of this realignment, other properties in the vicinity are being purchased as required when using eminent domain to acquire right-of-way. The City inquired if the property could be transferred to the City at no cost using the authority of DOE to transfer property to the City for economic development purposes. Acquiring this property enables more comprehensive disposal and development of other properties acquired in this area by the City. DOE agreed to transfer the property under its authority but requested that the City pay the administrative cost of preparing the documentation to effect the transfer.

The administrative cost of the transfer is \$2,500 and will be paid from the industrial development fund. This will add 1.36 acres to the industrial development asset pool and will allow it to be combined with the 1.14 acres acquired by public works during right-of-way acquisition for the extension of Stevens Drive. After netting out the right-of-way, the remaining site(s) should be sold for private development.

Fiscal Impact:

Approval of this resolution will result in the expenditure of \$2,500 from the Industrial Development fund. Current appropriations in that fund are sufficient to cover the purchase price. Eventual market sale of the property will provide additional resources to the Industrial Development fund.

Attachments:

1. Resolution No. 69-15
2. Parcel Map
3. Finding of No Significant Impact
4. Memorandum of Agreement

RESOLUTION NO. 69-15

A RESOLUTION of the City of Richland authorizing the execution of an agreement with the United States Department of Energy for the purchase of 1001 Elliot Street, Richland, Washington.

WHEREAS, economic vitality and fiscal stability are key values of the City of Richland; and

WHEREAS, the City of Richland enjoys a unique relationship with the United States Department of Energy (DOE) for the purpose of acquiring land for economic development purposes; and

WHEREAS, consolidation of parcels of land into single larger parcels creates greater opportunity for private economic investment; and

WHEREAS, the Economic Development Committee reviews and recommends real estate transactions to the Richland City Council; and

WHEREAS, at the March 23, 2015 Economic Development Committee meeting, the committee determined the acquisition of 1.36 acres at 1001 Elliot Street is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, authorizes the City Manager to enter into an agreement with the United States Department of Energy to transfer 1.36 acres of land at 1001 Elliot Street to the City of Richland in exchange for \$2,500 to cover the Department of Energy's administrative cost of transferring the property.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

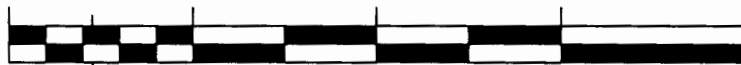
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

EXHIBIT "A"

15-002E

100 0 100 200 300



SCALE IN FEET

1-1198-302-0405-011
Grant Land Company

1-1198-302-0404-000
Grant Land Company

ELLIOTT ST.

(2-8)

E-LINE

WELLSIAN WAY

10 11 15 14

S 00°51'13" E 190.00'

S 00°51'13" E 616.42'

S 00°51'13" E 619.42'

169.85'

S 88°21'00" E 349.61'

179.76'

173.53'

S 88°21'00" E 349.57'

176.04'

1-1498-201-2502-001
Gregory & Barbara Shaw

1-1498-201-2502-002
Martin & Jacqueline Stout

PLAT OF RICHLAND
BLOCK 401 LOT 2

1-1498-202-0401-002
USA

City of Richland
1-1498-202-0401-003

1-1498-202-0401-003



Scale: 1"=100'

Date: 1/15/2015

15-0002

Drawn: DWS

CHECKED: DRP, JR



General Services Administration, Region 10
GSA Center
Auburn, WA 98002

JAN 17 1984

Date :
Reply to : Disposal Division (10PD)
Attn of :

Subject: Finding of No Significant Impact, Portion of Wellsian Way Spur Line,
Richland, WA; 10-B-WA-679Y

To : The Record

The General Services Administration proposes to dispose of a portion of the Wellsian Way Spur line by competitive sale to the general public.

An environmental assessment of the proposed disposal has been prepared. The assessment indicates the proposal will result in no adverse impact on the present environment.

Based on the analysis contained in the environmental assessment, I find that the proposed disposal would have no significant impact on the human environment and that an environmental impact statement is not necessary.


VITO T. CHIECHI
Regional Administrator



JAN 16 1984

Reply to
Attention of:

Realty Specialist, Disposal Division (10PD)

Subject:

Environmental Assessment, Portion of Wellsian Way Spur Line, Richland,
Benton County, WA; 10-B-WA-679Y

To:

Director, Disposal Division (10PD)

I. Proposal:

To dispose of the subject property in accordance with Part 101-47 of the Federal Property Management Regulations (41 CFR 101-47).

II. Need for Proposal and Background:

a. Background: The property was reported excess by the Department of Energy (DOE). In accordance with the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 471, et. seq.), GSA is responsible for disposition of the property.

b. Location: The property is located within the city limits of Richland, WA.

c. Physical Description: The property consists of approximately 13.99 acres of unimproved land, comprised of 7 lots. The lots are long, narrow strips of land of varying widths. A drawing is attached.

d. Former Use: DOE used the property as a railroad spur line, serving shippers and receivers located on the spur.

e. Zoning: Four of the lots are zoned General Business (C-3) and the remaining three lots are zoned Limited Manufacturing (I-1).

f. Surrounding Land Use: The surrounding land is used for both commercial and residential purposes.

III. Alternatives: GSA has taken the following actions with the noted results in fulfilling its disposal responsibilities:

a. Screened for further Federal use: No Federal agency expressed interest in the property.

b. Screened for public body use: No public body expressed interest in the property.

c. Considered public sales potential: The most likely use of the property if sold to the general public on a competitive basis, would be for commercial and/or light industrial use.

- d. Delayed disposal: GSA could delay the disposal of this property if in the National interest. GSA has considered this alternative and found no circumstances which would make a delay beneficial.

Based on the above, the proposed disposal is by sale to the general public. The remainder of this assessment will address only the potential environmental impact of this alternative.

IV. Impact of Sale to the Public:

a. The following are the existing environmental conditions based on documentation of GSA's onsite inspection of the property and consultation with appropriate agencies (as noted below):

1. Air Pollution - According to the Air Pollution Control Office in Richland, Richland is not a non-attainment area and there is no problem with air pollution.
 2. Water Pollution - The city of Richland provides sewage treatment which fully meets State standards.
 3. Drinking Water - The city of Richland also provides drinking water, which fully meets State standards for quality.
 4. Solid Waste - The city also provides trash pickup with eventual disposal in a sanitary landfill which is operated in accordance with State standards.
 5. Floodplain and Wetland - The property is not in, nor would its use affect a floodplain or wetland.
 6. Historic Preservation - The property has no historical value and is not in proximity to property which is included or eligible for inclusion on the National Register.
 7. Prime or Unique Farmland - The property is not a prime or unique farmland.
 8. Wild and Scenic River - The property is not near a wild or scenic river.
 9. Traffic - The traffic along Wellsian Way, which is the major road in the vicinity of the property, has an average daily traffic count of 5,000. The city of Richland advises that the capacity of Wellsian Way is 25,000 vehicles per day.
 10. Noise - The only noticeable noise in the area was from passing vehicles.
- b. As stated above, if the property is offered to the general public by competitive sale, the most probable use of the property would be for commercial and/or light industrial purposes. Following are the anticipated environmental impacts of such disposal:
1. Air Pollution - There would be some increase in the air pollution due to increased traffic in the area. There would also be a temporary increase in the air pollution level due to new construction. It is not anticipated, however, that the pollution would exceed acceptable levels.

2. Sewage Treatment and Drinking Water - The disposal would place an additional burden on the city of Richland's sewage treatment and water systems. The city advises that capacity is available to handle additional demand.

3. Solid Waste - The city advises that there is plenty of capacity in the sanitary landfill.

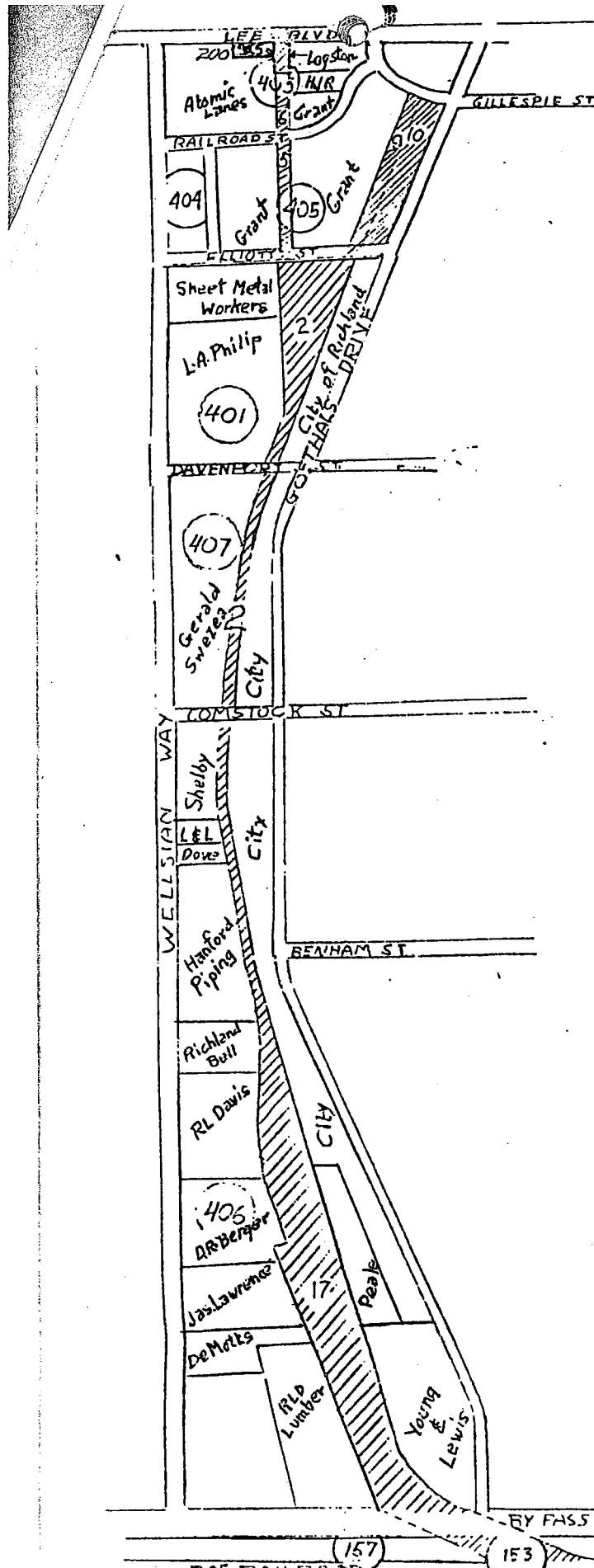
4. Traffic - As stated above, the major arterial in the area has capacity available for 20,000 additional vehicles per day.

5. Noise: The increased traffic in the area would create additional noise, however, it is not anticipated that it would be increased to an unacceptable level.

c. Based on the above, it is determined that disposal of the subject property by competitive sale would result in no adverse impact on the environment.



EMMY INGBRIGTSEN
Realty Specialist
Disposal Division



SKETCH MAP
DOE RAILROAD
SPUR
RICHLAND WASH.

NO SCALE

MEMORANDUM OF AGREEMENT
between
City of Richland, Washington
and
DOE Richland Operations Office
and
GSA Office of Real Property Disposal

Purpose:

The City of Richland, Washington, acting by and through its Redevelopment Division (**City**), hereby enters into this Memorandum of Agreement (**Agreement**) with The Department of Energy Richland Operations Office, Site Stewardship Division (**DOE**), and General Services Administration, Office of Real Property Disposal, Region 9 Real Property Disposal Division Field Office in Auburn, Washington (**GSA**), to transfer ownership of a parcel of property in Richland, Washington (**Property**) to the City for reuse.

The Property is a 1.38 acre vacant parcel identified by the Benton County Assessor as Lot 2, Block 401, Parcel number 114982020401002, located at 1001 Eliot St. Richland, Benton County, WA 99352, (GSA Control No. 9-WA-1274-AC), also shown in the attached "Exhibit A."

GSA staff, using DOE's property transfer authority, is facilitating the transfer of the Property directly from DOE to the City at nominal administrative cost. The intent of this Agreement is to memorialize a prior verbal agreement by which the City will reimburse the United States of America, through GSA, a fee representative of the government expense to execute the Property transfer. That actual government expense is \$2,500.00, as documented in Reimbursable Work Authorization "P2015028," dated 05 March, 2015, whereby DOE reimbursed GSA for employee staff time and administrative expenses directly attributable to this property transfer.

Authority:

The specific authorities to support this Agreement include: the Federal Property and Administrative Services Act of 1949, Title 40 U.S.C. §101 et seq. (Property Act), and the Atomic Energy Act of 1954, 42 U.S.C. § 2011 et seq.

Date of Performance:

A 120-day period beginning on the date of signature by all three parties.

Responsibilities:

- DOE agrees to transfer the Property to the City via quitclaim deed.
- GSA agrees to deliver an executed quitclaim deed for the Property, signed by the appropriate DOE signatory.
- The City agrees to transfer **\$2,500.00**, either by check or wire transfer, to the address and/or account as directed by GSA – prior to receiving the executed quitclaim deed.
- The City agrees to record the executed deed with the Benton County Assessor's Office, and forward a copy of the recorded document to GSA.

Terms of Agreement

- The terms of this Agreement begin as the *Date of Performance* section dictates and once signatures of all parties are present. This Agreement will terminate as dictated in the *Date of Performance* section and all costs must be reimbursed prior to that date unless an amendment to this Agreement occurs extending the life of the agreement.
- This Agreement may be amended by mutual consent of the City, and DOE, and GSA.

Notices - Modifications:

All notices, modifications and/or amendments under this Agreement will be in writing and will be deemed duly given when delivered and addressed to the parties at the following addresses:

Blaine Hastings, Manager
GSA, Real Property Disposal
400-15th Street S.W.
Auburn, WA 98001

Michael J. Elsen, Realty Specialist
DOE, Richland Operations Office
P.O. Box 550
Richland, WA 99352

Brian Moore
Redevelopment Supervisor
City of Richland
Community & Development Services
975 George Washington Way

Signatories:

By: Blaine Hastings
Manager

Date

By: Michael J. Elsen
Realty Specialist

Date

By: Cindy Johnson
City Manager

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 70-15, Authorizing the City Manager to Sign and Execute an Agreement with Blackline, Inc. for \$257,517.49 for Construction of the 2015 Slurry Seal Project

Department:
Public Works

Ordinance/Resolution Number:
70-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 70-15, authorizing the City Manager to sign and execute an agreement with Blackline, Inc. for \$257,517.49 for construction of the 2015 Slurry Seal project.

Summary:

In 2013, the City evaluated the condition of all the city streets and began implementing a Pavement Management Program. Slurry Seals are one of the several treatments the City will use to preserve the roadways, along with full reconstruction projects and overlay projects. A slurry seal is a pavement treatment that extends the life of the pavement and reduces the need for the more expensive rehabilitation projects. Last summer was the first installation of slurry seal within the City since implementation of the Pavement Management Program. City Staff have evaluated the results of that project and found that the slurry seal product is a beneficial and cost effective way to preserve existing pavement.

This year's project area is in the south core of Richland, south of Van Giesen Street. Also included in this year's project are two Port of Benton Streets in north Richland. At the March 17 City Council meeting an interlocal agreement with the Port of Benton was approved facilitating the partnership with the Port.

On March 12, 2015, four bids were received with a low bid of \$257,517.49 and a high bid of \$453,687.23 Engineer's estimate was \$320,731.61.

Installation of the slurry seal is scheduled for late June with the project taking approximately five days to complete. City street crews have already started preparing the streets to be slurry sealed by completing crack sealing and other miscellaneous patching. A public outreach program has been designed to support the project. The outreach program will include direct mail materials, web site content, and timely notices by the contractor.

Fiscal Impact:

Yes

The total cost of the 2015 Slurry Seal project is estimated at \$325,000. The 2015 - 2030 Capital Improvement Plan provided \$1,127,943 for this and other work in the City-wide Annual Overlay program.

Attachments:

1. RES 70-15 2015 Slurry Seal Bid Award
2. 2015 Slurry Seal Bid Tab
3. 2015 Slurry Seal Vicinity Map

RESOLUTION NO. 70-15

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Blackline, Inc. for the 2015 Slurry Seal Project.

WHEREAS, the 2015–2030 Capital Improvement Plan includes a fully-funded project titled City-Wide Annual Overlay-Arterial & Local Pavement Management Projects; and

WHEREAS, City staff has completed all project development and design work required to advance the project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening four (4) bids on March 12, 2015; and

WHEREAS, Blackline, Inc. submitted the lowest responsible bid of the four (4) received; and

WHEREAS, the project budget is adequate to complete the project using the lowest responsible bid; and

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Capital Improvement Plan, project design and the lowest responsible bid; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to:

1. Sign and execute the 2015 Slurry Seal construction contract with Blackline, Inc. in accordance with their bid received on March 12, 2015; and
2. Direct Public Works Department staff to administer the construction contract and execute change orders as required fulfilling the design intent of the contract within the constraints of the approved budget.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: March 12, 2015	SB # 15-072
2015 SLURRY SEAL	

				ENGINEER'S ESTIMATE		BLACKLINE, INC. VANCOUVER, WA		INTERMOUNTAIN SLURRY SEAL, INC RENO, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - COR Base Bid								
A-1	Mobilization.	1	LS	\$25,000.00	25,000.00	8,000.00	8,000.00	28,000.00	28,000.00
A-2	Project Temporary traffic control.	1	LS	15,000.00	15,000.00	10,000.00	10,000.00	25,402.77	25,402.77
A-3	Flaggers & spotters.	80	HR	45.00	3,600.00	30.00	2,400.00	55.00	4,400.00
A-4	Type II Slurry Seal.	100,871	SY	1.70	171,480.70	1.58	159,376.18	1.65	166,437.15
A-5	Type III Slurry Seal.	8,082	SY	4.20	33,944.40	3.50	28,287.00	3.60	29,095.20
A-6	Removing plastic line.	12,042	LF	1.50	18,063.00	0.50	6,021.00	0.35	4,214.70
A-7	Removing plastic crosswalk line.	3,160	SF	3.50	11,060.00	3.00	9,480.00	2.00	6,320.00
A-8	Removing plastic traffic markings.	30	EA	75.00	2,250.00	100.00	3,000.00	70.00	2,100.00
A-9	Temporary pavement markings.	7,000	LF	1.25	8,750.00	0.60	4,200.00	0.35	2,450.00
A-10	Tree trimming.	1	LS	1,500.00	1,500.00	1,500.00	1,500.00	2,500.00	2,500.00
A-11	Portable changeable message sign.	200	HR	5.00	1,000.00	15.00	3,000.00	5.00	1,000.00
SCHEDULE A - COR Base Bid SUBTOTAL					\$291,648.10	\$235,264.18		\$271,919.82	
0% SALES TAX					-	-		-	
SCHEDULE A - COR Base Bid TOTAL					\$291,648.10	\$235,264.18		\$271,919.82	
	SCHEDULE B - Port of Benton								
B-1	Mobilization.	1	LS	\$5,000.00	5,000.00	1,000.00	1,000.00	500.00	500.00
B-2	Project Temporary traffic control.	1	LS	2,500.00	2,500.00	2,000.00	2,000.00	1,500.00	1,500.00
B-3	Flaggers & spotters.	20	HR	45.00	900.00	15.00	300.00	55.00	1,100.00
B-4	Type II Slurry Seal.	10,812	SY	1.70	18,380.40	1.59	17,191.08	1.55	16,758.60
SCHEDULE B - Port of Benton SUBTOTAL					\$26,780.40	\$20,491.08		\$19,858.60	
8.6% SALES TAX					2,303.11	1,762.23		1,707.84	
SCHEDULE B - Port of Benton TOTAL					\$29,083.51	\$22,253.31		\$21,566.44	
SCHEDULE A - COR Base Bid					\$291,648.10	\$235,264.18		\$271,919.82	
SCHEDULE B - Port of Benton					29,083.51	22,253.31		21,566.44	
GRAND TOTAL					\$320,731.61	\$257,517.49		\$293,486.26	

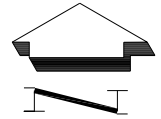
City of Richland

DATE BIDS OPENED:	March 12, 2015	SB #	15-072
2015 SLURRY SEAL			

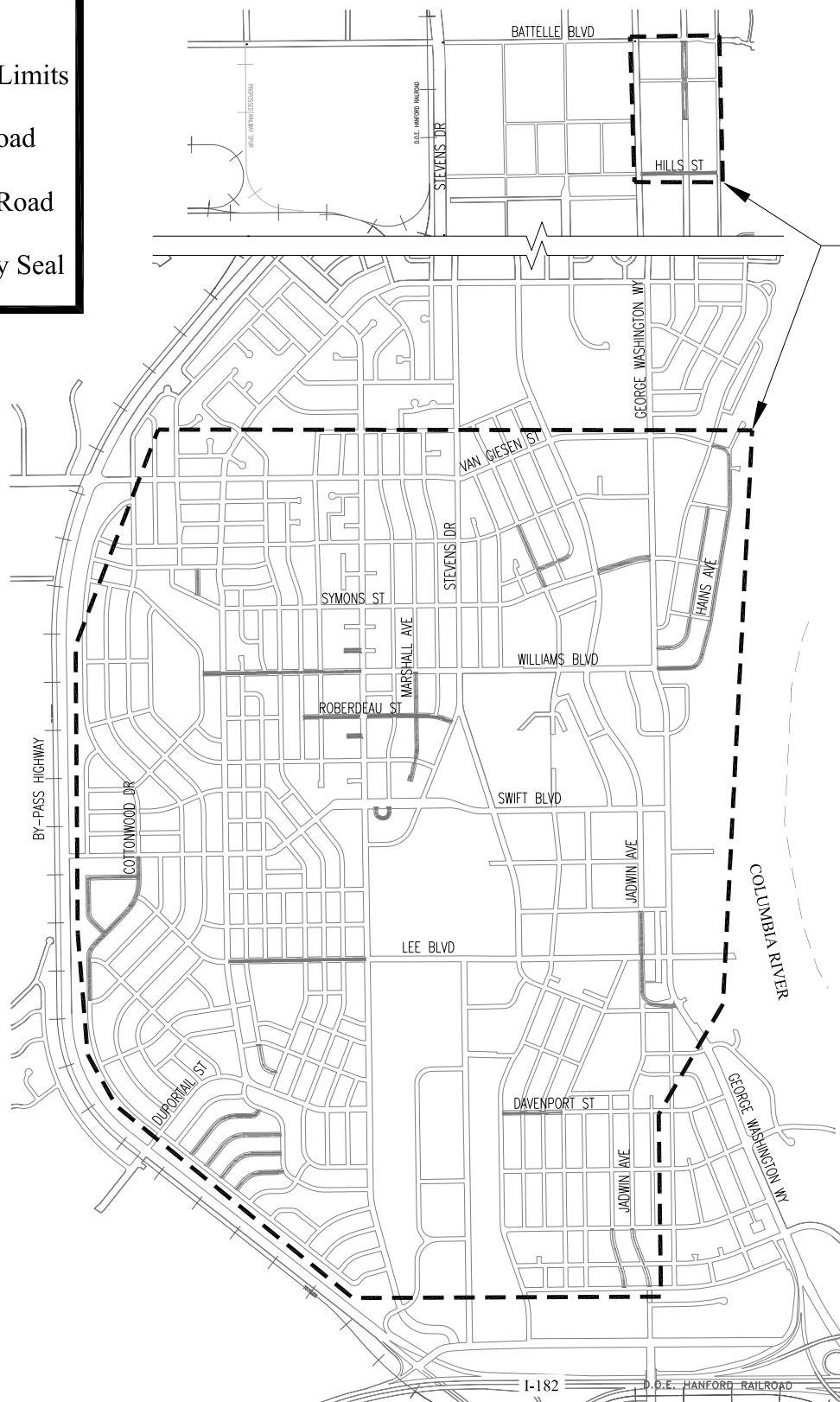
				VSS INTERNATIONAL, INC WEST SACRAMENTO, CA		TELFER HIGHWAY TECHNOLOGIES, LLC McCLELLAN, CA		RENO, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - COR Base Bid									
A-1	Mobilization.	1	LS	37,000.00	37,000.00	25,000.00	25,000.00		-
A-2	Project Temporary traffic control.	1	LS	1,400.79	1,400.79	35,000.00	35,000.00		-
A-3	Flaggers & spotters.	80	HR	75.00	6,000.00	65.00	5,200.00		-
A-4	Type II Slurry Seal.	100,871	SY	1.93	194,681.03	2.35	237,046.85		-
A-5	Type III Slurry Seal.	8,082	SY	5.07	40,975.74	7.00	56,574.00		-
A-6	Removing plastic line.	12,042	LF	0.42	5,057.64	1.00	12,042.00		-
A-7	Removing plastic crosswalk line.	3,160	SF	2.63	8,310.80	3.00	9,480.00		-
A-8	Removing plastic traffic markings.	30	EA	84.00	2,520.00	20.00	600.00		-
A-9	Temporary pavement markings.	7,000	LF	0.40	2,800.00	1.00	7,000.00		-
A-10	Tree trimming.	1	LS	8,000.00	8,000.00	5,000.00	5,000.00		-
A-11	Portable changeable message sign.	200	HR	10.00	2,000.00	25.00	5,000.00		-
SCHEDULE A - COR Base Bid SUBTOTAL					\$308,746.00		\$397,942.85		\$0.00
0% SALES TAX					-		-		-
SCHEDULE A - COR Base Bid TOTAL					\$308,746.00		\$397,942.85		\$0.00
SCHEDULE B - Port of Benton									
B-1	Mobilization.	1	LS	26,999.52	26,999.52	8,000.00	8,000.00		-
B-2	Project Temporary traffic control.	1	LS	3,000.00	3,000.00	15,000.00	15,000.00		-
B-3	Flaggers & spotters.	20	HR	75.00	1,500.00	65.00	1,300.00		-
B-4	Type II Slurry Seal.	10,812	SY	2.29	24,759.48	2.50	27,030.00		-
SCHEDULE B - Port of Benton SUBTOTAL					\$56,259.00		\$51,330.00		\$0.00
8.6% SALES TAX					4,838.27		4,414.38		-
SCHEDULE B - Port of Benton TOTAL					\$61,097.27		\$55,744.38		\$0.00
SCHEDULE A - COR Base Bid					\$308,746.00		\$397,942.85		\$0.00
SCHEDULE B - Port of Benton					61,097.27		55,744.38		-
GRAND TOTAL					\$369,843.27		\$453,687.23		\$0.00

Legend

- City Limits
- ++++ Railroad
- == City Road
- Slurry Seal



PROJECT
LOCATION



CITY OF RICHLAND 2015 SLURRY SEAL PROJECT SB 15-027

DATE: 02-20-2015
DRAWN BY: LD
SCALE: NOT TO SCALE
CAD DWG: o:\civil_projects - civil 3d\2015 slurry seal_sow_cp0953\01_engineering\6.0_drawings\2015 slurry seal_cover.dwg



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 72-15, Approving the Final Plat of Phase XIII of the Plat of Westcliffe.

Department:

Community & Development Services

Ordinance/Resolution Number:

72-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 72-15, Approving the Final Plat of Westcliffe Phase XIII.

Summary:

Mark Bauder, the developer of the Westcliffe plat, has submitted a request for final plat approval for Phase XIII of the project which would divide a 5.8 acre tract into 16 residential lots. The Westcliffe plat was originally approved by the City in 1994. The applicant is nearing completion of the final items needed to complete the plat. Staff has reviewed the project to ensure compliance with the original conditions of approval attached to the project and recommends adoption of the attached Resolution No. 72-15.

Fiscal Impact:

Approval of the final plat will not directly have fiscal impacts. Future construction of the lots contained within the plat will raise both land values and property taxes and with residential development, the demand for City services will also be increased.

Attachments:

1. Resolution No. 72-15
2. Vicinity Map
3. Westcliffe XIII Final Plat
4. Westcliffe Plat Conditions

RESOLUTION NO. 72-15

A RESOLUTION of the City of Richland approving the final plat of Phase 13 of the Plat of Westcliffe subject to the conditions of approval of the Technical Advisory Committee Report S94-01; adopting the findings of the Richland Planning Commission as the findings of the City Council and approving the final plat of Westcliffe Phase XIII.

WHEREAS, on, April 6, 1994, the Planning Commission held an open record public hearing to consider the preliminary plat application of Westcliffe as submitted by Milo Bauder; and

WHEREAS, the Planning Commission recommended to the City Council that it conditionally approve the preliminary plat of Westcliffe; and

WHEREAS, the City Council held a closed record hearing on the proposed Westcliffe preliminary plat application to consider the recommendation of the Planning Commission and approved the preliminary plat request; and

WHEREAS, the final plat for Westcliffe Phase XIII consisting of 16 lots has been constructed in accordance with the conditions attached to the approved preliminary plat;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby approves the final plat of Westcliffe Phase XIII, a copy of which is attached and incorporated herein by reference, subject to the conditions of approval as contained in the Technical Advisory Committee Report S94-01, dated April 3, 2002 as amended.

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 7th day of April, 2015.

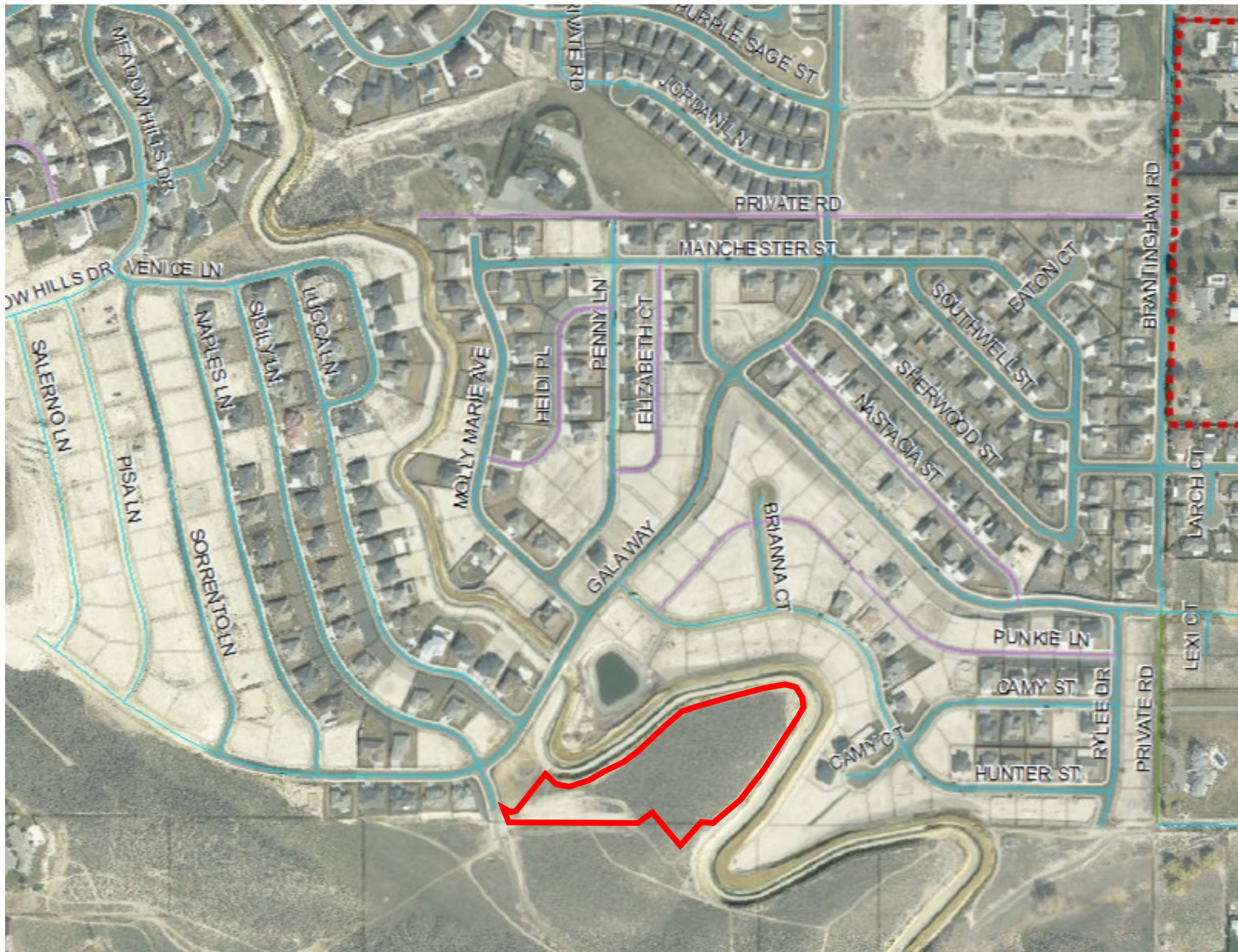
DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

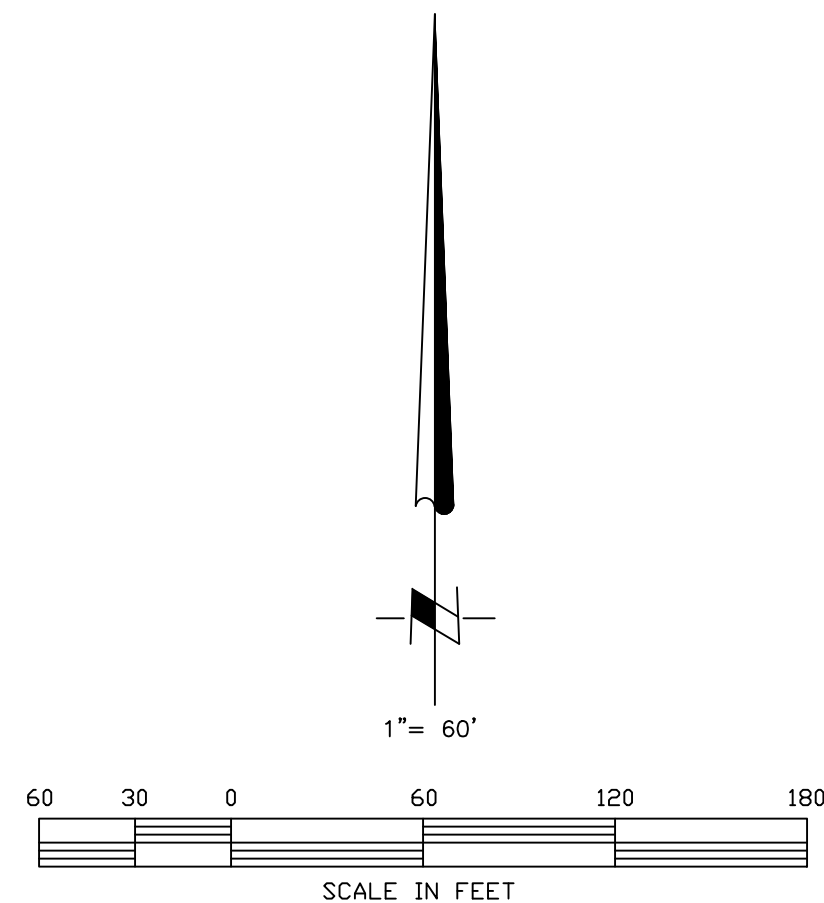
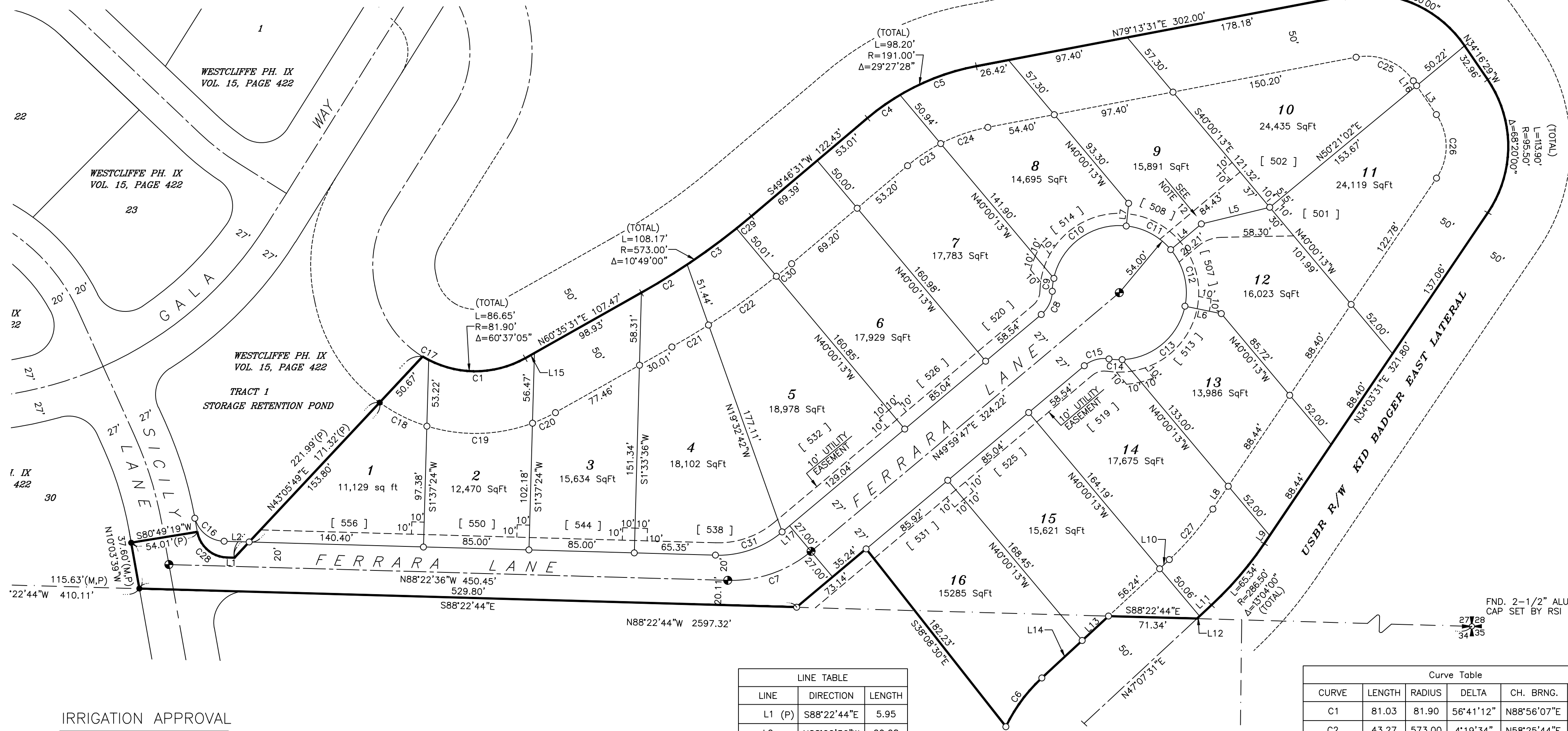
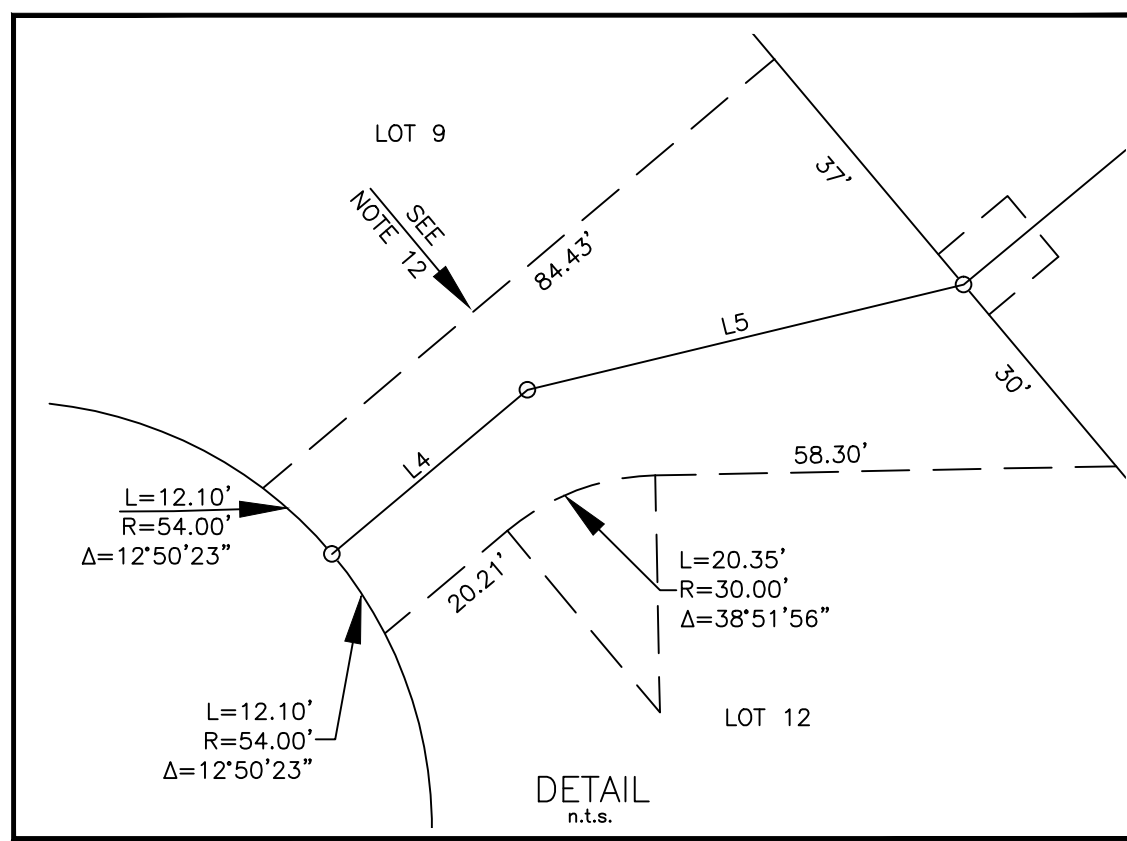
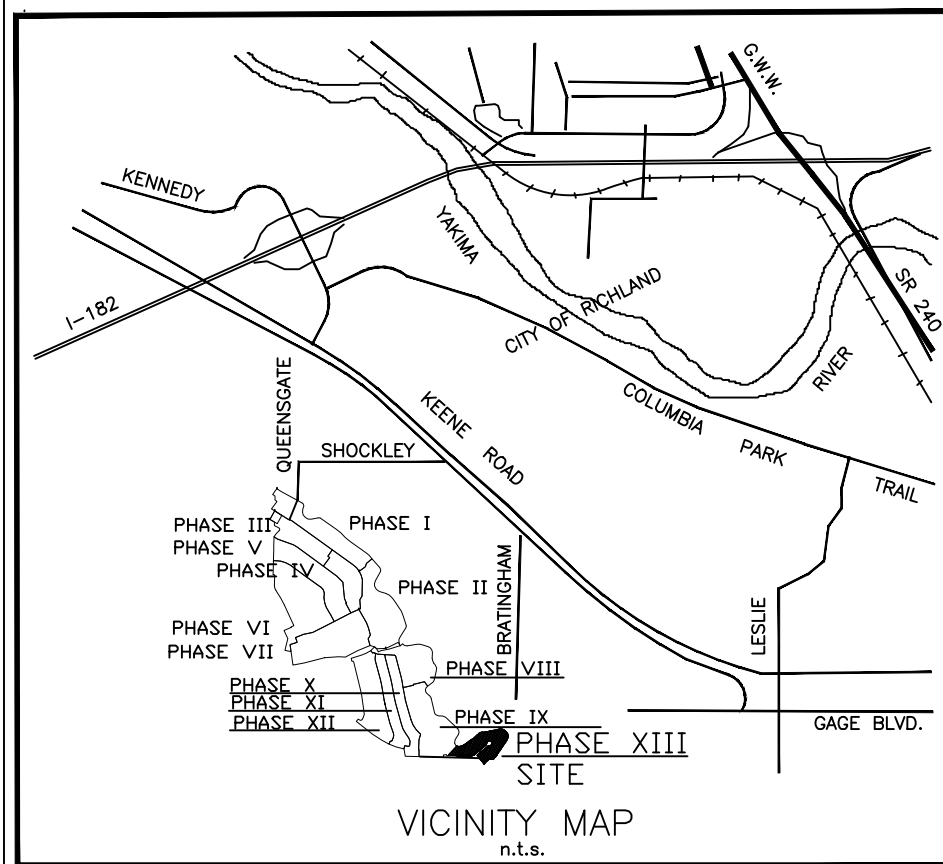
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



WESTCLIFFE PHASE XIII

PLAT OF
WESTCLIFFE PHASE XIII,
RICHLAND, WASHINGTON
SECTIONS 27, 34, T. 9 N., R. 28 E., W.M.



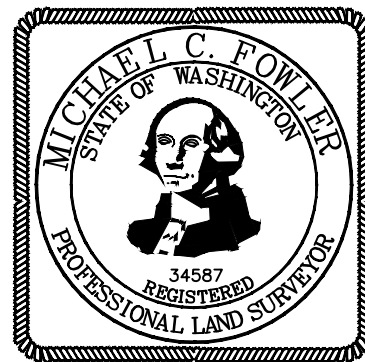
IRRIGATION APPROVAL

AN AGREEMENT HAS BEEN REACHED WITH THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT FOR THE FUTURE ANNEXATION OF THIS PROPERTY INTO THE BADGER MOUNTAIN IRRIGATION DISTRICT AND THAT SAID DISTRICT AGREES TO PROVIDE IRRIGATION WATER TO SAID PLATTED LOTS AS SHOWN HEREON. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON SAID PLAT ARE ADEQUATE TO SERVE ALL SAID LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

BADGER MOUNTAIN IRRIGATION DISTRICT _____ DATE _____

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON. PER THE PLAT OF WESTCLIFFE, PHASE IX, VOLUME 15 OF PLATS, PAGE 422.
2. [] = ADDRESSES SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
3. * = MONUMENTS TO BE SET UPON ROAD CONSTRUCTION COMPLETION.
4. O = SET 5/8" REBAR W/YELLOW PLASTIC CAP STAMPED "RSI MCF 34587".
5. * = FOUND 5/8" REBAR W/YELLOW CAP PLASTIC CAP STAMPED "RSI MCF 34587, UNLESS OTHERWISE NOTED.
6. (C) = COMPUTED (P) = PLAT (M) = MEASURED
7. CENTRALIZED DELIVERY UNITS (CBL/MAILBOX) TO BE INSTALLED PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
8. PARK FEES AS REQUIRED BY RICHLAND MUNICIPAL CODE CHAPTER 22.12 SHALL BE PAID BY THE PROPERTY OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE FOR THE CONSTRUCTION OF A HOME ON ANY LOT WITHIN THIS SUBDIVISION.
9. ABSOLUTELY NO STRUCTURES OR CHANGING OF GRADE WILL BE ALLOWED WITHIN SAID DOMESTIC WATER EASEMENT, STORM DRAIN EASEMENT AND UTILITY EASEMENTS. CONTACT RICHLAND PUBLIC WORKS WITH QUESTIONS.
10. THE GRADE OVER THE IRRIGATION EASEMENT CANNOT BE MODIFIED WITHOUT PRIOR APPROVAL FROM THE BADGER MOUNTAIN IRRIGATION DISTRICT.
11. THIS PLAT LIES WITHIN THE BOUNDARY OF THE "SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN". FEES SHALL BE PAID AS REQUIRED BY RICHLAND MUNICIPAL CODE CHAPTER 22.03 BY THE PROPERTY OWNER AT THE TIME OF THE BUILDING PERMIT ISSUANCE FOR THE CONSTRUCTION OF A HOME ON ANY LOT WITHIN THE SUBDIVISION.
12. ACCESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 9 THROUGH 12 (SEE DETAIL).
13. THE SQUARE FOOTAGE (AREA) SHOWN FOR LOTS 1 THROUGH 15 INCLUDE THE 50 FOOT KID CANAL EASEMENT.



SURVEYOR'S CERTIFICATE

"I, MICHAEL C. FOWLER, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#34587) HEREBY CERTIFY THAT THE PLAT OF WESTCLIFFE PHASE XIII AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

MICHAEL C. FOWLER _____ DATE _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20__.

BENTON COUNTY TREASURER _____ DATE _____
BENTON COUNTY ASSESSOR _____ DATE _____

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°22'44" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND BEING ALONG THE SOUTH LINE OF THE PLAT OF WESTCLIFFE, PHASE IX, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 422, RECORDS OF BENTON COUNTY, WASHINGTON A DISTANCE OF 410.11 FEET TO THE SOUTHEAST CORNER OF LOT 30 OF SAID PLAT AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE NORTH 10°03'39" WEST ALONG THE EASTERLY LINE OF SAID LOT 30 A DISTANCE OF 37.60 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY PLAT BOUNDARY NORTH 80°49'19" EAST A DISTANCE OF 54.01 FEET TO A POINT OF CURVE; AND BEING A POINT ON THE WESTERLY LINE OF TRACT 1 OF SAID PLAT, THE RADIUS POINT BEARS NORTH 78°58'21" EAST; THENCE ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 78°19'05", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 34.17 FEET TO A POINT OF TANGENT; THENCE SOUTH 88°22'44" EAST AND CONTINUING ALONG SAID TRACT 1 A DISTANCE OF 5.95 FEET; THENCE NORTH 43°05'49" EAST ALONG THE EASTERLY LINE OF SAID TRACT 1 A DISTANCE OF 221.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1 AND BEING ON THE CENTERLINE OF THE KENNEWICK IRRIGATION DISTRICT, BADGER EAST LATERAL CANAL AND BEING ON A POINT OF CURVE, THE RADIUS POINT BEARS NORTH 31°18'04" EAST; THENCE LEAVING SAID PLAT BOUNDARY AND TRACT 1 ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 60°42'33", A RADIUS OF 81.68 FEET AND AN ARC DISTANCE OF 86.54 FEET TO A POINT OF TANGENT; THENCE NORTH 60°35'31" EAST A DISTANCE OF 107.60 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 104°48'51", A RADIUS OF 573.27 FEET AND AN ARC DISTANCE OF 108.20 FEET TO A POINT OF TANGENT; THENCE NORTH 49°46'31" EAST A DISTANCE OF 122.40 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°26'32", A RADIUS OF 191.10 FEET AND AN ARC DISTANCE OF 98.20 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 79°13'31" EAST A DISTANCE OF 302.00 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 66°30'00", A RADIUS OF 95.50 FEET AND AN ARC DISTANCE OF 110.84 FEET TO A POINT OF TANGENT; THENCE SOUTH 54°18'29" EAST A DISTANCE OF 32.96 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 68°20'00", A RADIUS OF 95.50 FEET AND AN ARC DISTANCE OF 113.90 FEET TO A POINT OF TANGENT; THENCE SOUTH 34°03'31" WEST A DISTANCE OF 321.80 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°04'00", A RADIUS OF 286.50 FEET AND AN ARC DISTANCE OF 65.34 FEET TO A POINT OF TANGENT; THENCE SOUTH 47°07'31" WEST AND CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 15.99 FEET TO A POINT ON THE SECTIONAL LINES BETWEEN SAID SECTION 27 AND SAID SECTION 34; THENCE NORTH 89°22'44" WEST ALONG SAID SECTIONAL LINE A DISTANCE OF 71.34 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY MARGIN OF SAID LATERAL; THENCE LEAVING SAID SECTIONAL LINE SOUTH 47°07'31" WEST AND ALONG SAID NORTHWESTERLY MARGIN A DISTANCE OF 73.29 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°21'36", A RADIUS OF 131.90 FEET AND AN ARC DISTANCE OF 49.17 FEET TO A POINT ON CURVE; THENCE LEAVING SAID NORTHWESTERLY MARGIN NORTH 38°08'30" WEST A DISTANCE OF 119.03 FEET TO SAID SECTIONAL LINE; THENCE CONTINUING NORTH 38°08'30" WEST A DISTANCE OF 63.20 FEET; THENCE SOUTH 49°58'47" WEST A DISTANCE OF 73.14 FEET TO SAID SECTIONAL LINE; THENCE NORTH 88°22'44" WEST ALONG SAID SECTIONAL LINE A DISTANCE OF 529.80 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7.26 ACRES

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT WESTCLIFFE, L.L.C., OWNER OF THE LAND SHOWN ON THE PLAT OF WESTCLIFFE PHASE XIII, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

MILO B. BAUDER, MEMBER _____ MARK R. BAUDER, MEMBER _____
WESTCLIFFE LLC, A WASHINGTON LIMITED LIABILITY CO. WESTCLIFFE LLC, A WASHINGTON LIMITED LIABILITY CO.

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF _____

THIS IS TO CERTIFY ON THIS ____ DAY OF _____, 20__ A.D. PERSONALLY APPEARED BEFORE ME, MILO B. BAUDER, MEMBER OF WESTCLIFFE, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO SIGNED THE ABOVE "OWNER'S CERTIFICATE", AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED. IN WITNESS THEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF _____

THIS IS TO CERTIFY ON THIS ____ DAY OF _____, 20__ A.D. PERSONALLY APPEARED BEFORE ME, MARK R. BAUDER, MEMBER OF WESTCLIFFE, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO SIGNED THE ABOVE "OWNER'S CERTIFICATE", AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED. IN WITNESS THEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES: _____

APPROVALS

THIS PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, CO. OF BENTON, STATE OF WASHINGTON.

CITY MANAGER _____ DATE _____
CITY CLERK _____ DATE _____
CITY ENGINEER _____ DATE _____
CHAIRMAN CITY PLANNING COMMISSION _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____, 20__ A.D., AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, AT THE REQUEST OF MARK BAUDER.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

BY DEPUTY _____
SHEET 1 OF 1
PROJECT: 20812
REVISION: NONE
JOB: F:\BAUDER\WESTCLIFFE\14\27814-PLAT-pr13.DWG



ATTACHMENT G
(S94-101-Amendment)

**RICHLAND PLANNING COMMISSION
REVISED TECHNICAL ADVISORY COMMITTEE REPORT (S94-101)
APRIL 3, 2002**

Note: The original Report was dated March 27, 2002 in preparation of the April 3, 2002 Planning Commission Hearing. Staff presented revised conditions at the April 3rd hearing, which are reflected by underlined and ~~strike through~~ typesyles.

APPLICANT: MILO BAUDER

REQUEST: AMENDMENT TO THE PREVIOUSLY APPROVED
WESTCLIFFE PRELIMINARY PLAT, CHANGING THE
LOCATION OF THE PROPOSED ACCESS ROAD.

LOCATION: SOUTH OF SHOCKLEY ROAD AND THE VINEYARDS
SUBDIVISION

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

1. Fire hydrants capable of supplying the required fire flow and blue reflective markers shall be provided at locations approved by the Fire and Emergency Services Department.
2. Fire hydrants capable of delivering the required fire flow shall be provided prior to combustible construction.
3. Secondary Emergency Vehicle Access (SEVA) roads, shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Bridges and roads must be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. A SEVA road shall be provided at the initial phase of development. If the Queensgate Drive extension serves as the initial access road for phase 1A of the development, then a SEVA road shall be constructed at or east of the proposed Westcliffe Boulevard alignment. An additional SEVA road will be required at or east of the proposed "F" street alignment at the time phase 1B is developed. If Westcliffe Boulevard is constructed as the initial access road, then a SEVA road shall be constructed at or near the proposed Queensgate Drive extension.

4. All street names shall be approved by the Fire and Emergency Services Department prior to recording of final plats for any phases.
5. The applicant must submit a written request for electrical service from the City of Richland, prior to the provision of electrical service.
6. Facilities fees shall be assessed at actual costs for main electrical feeds.
7. The proposed preliminary plat shall comply with all recommendations set forth in the Geotechnical Report prepared by Howard Consultants, Inc. dated January 28, 1994.
8. The proposal shall comply with all applicable comments and conditions set forth in the attached memorandum from Phil Pinard, City Engineer, dated March 25, 2002, as amended.
9. The Parks and Recreation Commission shall review the project for determination of compliance with Title 22 of the Richland Municipal Code, relating to parks dedication/fee payment.

CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS

Note: The original memo was dated March 25, 2002 in preparation of the April 3, 2002 Planning Commission hearing. Staff presented revised conditions which are reflected by underlined and ~~strike through~~ typesyles.

DATE: APRIL 3, 2002

TO: JEFF ROLPH, SENIOR PLANNER

PLAT REVIEW BY: PHIL PINARD, CITY ENGINEER

PROJECT NAME: WESTCLIFFE

PROJECT LOCATION: SOUTHWEST OF THE PLAT OF THE VINEYARDS

The Civil and Utility Engineering Division has reviewed the plat received in this office on March 7, 2002, for the above referenced property and has the following conditions.

1. All final plans for public improvements shall be submitted on a 24" x 36" format. When construction of the infrastructure has been substantially completed, the applicant shall provide 3 mil mylar record drawings to the City. The record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat. Mylar record drawings of the street lights are also required prior to the final inspection.
2. Any public access and utility easements, such as water, sewer, electrical etc., must be provided prior to final acceptance by the City.
3. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
4. A storm sewer system shall be designed to contain or pass a 25-year frequency storm. Provide storm drainage calculations based on a 25-year storm using the Benton County Hydrology Manual. Calculations shall be stamped by a professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater, or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners. The project will require detailed erosion control plans. As per City ordinance 24.20.070, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
5. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Water lines shall be aligned on the south and east side of street centerlines.
 - D. Watermains larger than 8-inches in diameter shall be ductile iron.
 - E. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - F. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - G. A composite utility plan shall be included in the submitted plan set.
 - H. A detailed grading plan shall be included in the submitted plan set.

- I. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide a minimum 10-foot wide public utility easement to be conveyed to the City of Richland.
 - J. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - K. All public improvements shall comply with the State of Washington and City of Richland requirements and codes.
 - L. All cul-de-sacs shall have a minimum radius of 45 feet to the face of curb to allow for adequate turning radius.
 - M. All public streets shall meet design requirements for sight distance (horizontal, vertical, and intersectional).
 - N. The final plans shall identify locations for irrigation, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes.
 - O. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - P. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of acceptance by the City of Richland.
6. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
7. If the project will be built in phases the applicant shall submit a new master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff. The original master plan for the above-mentioned utilities has been negated by the changes to the preliminary plat.
8. The proposed plat of Westcliffe is within the Tapteal 3 and 4 water pressure zones. Because of a lack of infrastructure the elevation of 710-feet has been agreed upon to be the cut-off for temporary use of Tapteal 2 water within this plat. As proposed, approximately 139 lots in the plat of Westcliffe have their meter elevation at or below the elevation of 710-feet, and may temporarily use Tapteal 2 water. The City's comprehensive water plan indicates that the watermain from the 16-inch Tapteal 2 mainline recently installed in Shockley Road to the site of the future Westcliffe Tapteal 3 pump station shall be 12-inches in diameter. This 12-inch transmission main shall be installed by the developer, and shall be designed to accommodate the installation of a future pump station in the vicinity of the intersection of Queensgate Drive and "Street A". It shall also be designed so that it may be switched over to Tapteal 3 at a future date so that the proper pressure zones may be established.
9. The developer shall provide to the City, at no cost, the necessary land for the future pump station and reservoir site. This property shall be sufficient in size and location to meet the Cities requirements for the Tapteal 3 pressure zone.
10. The portion of the pre-plat that is between the elevations of 800-feet and 945-feet will be required to be served by the Tapteal 4 water pressure zone. Domestic water for all homes within this elevation will have to come from a Tapteal 4 reservoir.
11. In accordance with RMC 18.34.020, the City will reimburse the developer for any oversizing costs necessary to install the watermain from the existing 16-inch main in Shockley Road to the future pump station, and from the pump station to the future reservoir. The reimbursement shall be for the

amount needed to oversize the watermain from an 8-inch main to a 12-inch main, as specified in the City's comprehensive water plan.

12. The developer of the proposed preliminary plat shall contribute a pro-rata share towards the construction of traffic improvements (including but not limited to a future traffic signal) at the intersection of Keene Road and Shockley Road, and/or at the intersection of Keene Road and Westcliffe Blvd. The City Engineer and the developer have previously agreed on the amount of \$148 per lot, which shall be paid at the time of final plat and shall be set aside and used exclusively for the construction of said traffic improvements.
13. The Right-of-Way width for the portion of Queensgate Drive that needs to be constructed to serve this plat shall be 66-feet.
14. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a "Arterial Collector street" within the boundaries of the plat.
- ~~15. The preliminary plat map as submitted shows three canal crossings connecting this property with proposed arterial collector streets. Two of these arterial collector streets will have to be constructed to serve the Westcliffe plat once it is completely built out. Phases 1A and 1B (equaling 64 lots, as indicated on the preliminary plat map received in this office on March 7, 2002), may be constructed with Queensgate Drive & Shockley Road as the sole Arterial Collector route. If either of the other two canal crossings are built prior to the proposed Queensgate Drive/Shockley Road access, 200 lots may be served by either of these individual arterial collectors. The developer will be required to build each of the three canal crossings when the phase that is immediately adjacent to the crossing is constructed.~~
15. Chapter 12.02 of the Richland Municipal Code has established design year traffic volume ranges for City streets. Arterial Collector streets having a range of 1,000 to 4,000 ADT. The functional classification plan identifies three Arterial Collector streets providing access to the Westcliffe plat. The plat of Westcliffe may develop to the capacity limits of the Arterial Collector street. Existing traffic, if any, shall be accounted for in the total design volume. Lot development may be limited by the City Engineer until such time as traffic can be distributed over two Arterial Collectors or the City addresses temporary spikes in the design volume range or the City Council reclassifies one of the Arterial Collector Streets to a higher classification or the classification range is revised by the City Council.
16. Shockley Road from the western boundary of the plat of The Vineyards and Queensgate Drive from Shockley to the northern boundary of the KID canal shall be constructed by the developer to meet the City standard "rural street" section. The developer of the property abutting the Right-of-Way of either of these roads shall build them to their ultimate design width.
17. Shockley Road shall be constructed within the existing 40-foot Right-of-Way, and the design shall meet the approval of the City Engineer. The Right-of-Way shall be widened to its ultimate width (60-feet) when the adjacent property owners develop their property.
18. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes

greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

19. Ten-foot wide public utility easements will be required along both sides of all Right-of-Ways within the proposed plat.
20. An irrigation source and distribution system, separate from the City's domestic water system, shall be provided for this development. Easements shall be provided for this system where needed. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City.
21. Any proposed crossings of the KID canal with utilities or roadways shall be reviewed and approved by the Kennewick Irrigation District prior to acceptance of the final plat which required the crossing.
22. Any work within the public right-of-way or easements will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) shall be submitted along with the first submittal.
23. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
24. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

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

Subject:

Resolution No. 73-15, Authorizing Execution of an Interlocal Cooperation Agreement with Columbia Basin College for Planning and Coordination of the Downtown Richland Educational Campus

Department:

Community & Development Services

Ordinance/Resolution Number:

73-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 73-15, authorizing the City Manager to sign and execute an Interlocal Agreement with Columbia Basin College.

Summary:

Columbia Basin College (CBC) is working with the City to coordinate the planning and development of CBC's Downtown Richland Campus. In order to ensure safe, orderly and economically beneficial development, the City and CBC wish to enter into an interlocal agreement to share resources for the purpose of planning and developing new educational and government facilities, district wide parking and assessment of potential cross training programs for various City departments and Columbia Basin College.

The four block area to be included in this agreement is bounded by Swift on the north, Jadwin on the east, Knight on the south, and Goethals on the west. It includes the Federal Building, CBC's existing Health Science Center and Delta School Campus, the City's Library, and other miscellaneous government uses. There are only two private properties within this area, a medical office at Swift and Northgate and a telecommunications facility at Mansfield and Northgate.

This partnership will include acquisition and exchange of properties, site planning for facilities, evaluation of modifications to streets and sidewalks and siting and development of parking. The parties plan to evaluate modifications to public infrastructure within the campus area to maximize pedestrian and non-motorized safety and connectivity. Sharing other infrastructure improvements such as co-locating utilities within shared easements is also included in this agreement.

Fiscal Impact:

Entering into this interlocal agreement will not have a measurable fiscal impact. However, projects that are planned in conjunction with this agreement will result in expenditures. However, those projects will be presented as they arise.

Attachments:

1. Resolution 73-15
2. Interlocal Agreement with Columbia Basin College

RESOLUTION NO. 73-15

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement with Columbia Basin College for the planning and coordination of the Downtown Richland Educational Campus.

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

WHEREAS, the City of Richland and Columbia Basin College recognize the benefit the public would receive from coordinated planning and development of Columbia Basin College's Richland Campus; and

WHEREAS, the City of Richland recognizes the positive contribution that a growing educational campus brings to the Swift Corridor Revitalization Plan; and

WHEREAS, the City of Richland recognizes that increased population and activity necessitates careful management of parking and other public infrastructure; and

WHEREAS, the City of Richland and Columbia Basin College wish to engage in cooperative planning and development of the Downtown Richland Educational Campus.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, authorizes the City Manager to sign and execute the Downtown Richland Educational Campus Interlocal Cooperation Agreement.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE COLUMBIA BASIN COLLEGE, WASHINGTON,
for
Planning and development of the Columbia Basin College Downtown Richland Campus

THIS AGREEMENT dated the 7th day of April, 2015, is entered into between the CITY OF RICHLAND and the COLUMBIA BASIN COLLEGE, hereinafter referred to as the “Parties.”

I. RECITALS

WHEREAS, the Parties desire to jointly engage in planning for an educational and government campus in downtown Richland; and

WHEREAS, it has been determined by each of the Parties hereto that collaboration would be in the best interests of the citizens of Richland and the people of the Columbia Basin College district area; and

WHEREAS, the Parties have determined there are certain economic, operational, and strategic advantages to collaboration; and

WHEREAS, the Parties desire to further explore potential collaborative efforts and establish an operating arrangement for these efforts; and

WHEREAS, the Parties agree to engage in the next steps necessary to facilitate this process;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

II. AGREEMENT

- 1. Purpose.** Under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act, the Parties intend that this Agreement shall memorialize their desire to cooperatively plan the present and future development of the Columbia Basin College’s Downtown Richland Campus and to form a partnership for the identification, evaluation, and implementation of collaborative efforts to allow the sharing of resources, including but not limited to, planning, economic analysis, and real estate.
- 2. Parties’ Responsibilities.** Cross functional teams, herein referred to as “Team” consisting of representatives from the Parties will be utilized to identify, evaluate, and develop implementation/business plans for collaborative efforts, with responsibilities listed, but not limited to:
 - a. Management – The respective Chief Executive Officer and/or the Executive Management of the Parties shall provide oversight and input.

- b. A Team Lead from the Parties will be identified to coordinate and be responsible for the collaborative site planning.
- c. The Parties will provide all necessary management, equipment, and facilities to perform the collaborative efforts at their respective locations.
- d. Other Departments/Divisions – Provide input and evaluation on site planning and operational procedures for operational effectiveness.
- e. Cooperative Purchasing – The Parties, in bidding, quoting, or negotiating for the purchase of goods, services, and/or real property, agree to extend those privileges to the other Party to the extent permitted by law and agreed upon by the Parties hereto, and the vendors. Each Party accepts responsibility for compliance with all bid laws and any additional varying laws, regulations, and policies governing its purchases. Each Party accepts no responsibility for the performance of any contract by the vendor and/or payment of any purchases by the other Party.

3. Guiding Principles. Efforts will:

- a. Be administrative in nature and not require formation of any new governance entity;
- b. Optimize functional use of the campus;
- c. Link the campus to surrounding uses with pedestrian, non-motorized, and motorized modes of transportation;
- d. Enhance pedestrian safety and access within the campus;
- e. Implement the design standards of the Central Business District;
- f. Respect the unique identities of each Party and its customers;
- g. Take advantage of two-way training and learning opportunities; and
- h. Improve quality of education for students.

4. Scope of Work and Payment. The Parties recognize that this partnership will result in both foreseen and unforeseen opportunities and the scope of work and compensation may be variable. The Parties agree to enter into a Memorandum of Understanding to acknowledge and agree upon the scope, payment, or other unique requirements of the particular collaborative effort. The Chief Executive Officer, or their designee, of the Parties are hereby authorized to enter into such Memorandum of Understanding.

5. Exchange of Information/Confidentiality. The Parties shall freely exchange information between themselves as needed to facilitate the partnership and collaboration efforts. The Parties acknowledge that their employees may have access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information.

6. Allocation of Liability/Indemnification. The Parties agree that:

- a. Any liability or claim arising out of the actions/inactions of a team member shall be the responsibility of the Party for whom the employee(s) was/were acting. In the event the employee(s) was/were acting on behalf of both Parties, liability is agreed to be split equally to each Party or as otherwise mutually agreed in writing.

- b. In furtherance of the above provision, any such responsible party, agrees to hold harmless and indemnify and defend the other Party and their officers, officials, employees, and volunteers who are not responsible under the above provision, from any loss, claim, or liability arising from or out of the negligent actions or inactions of the team member that may occur while that team member is working solely on behalf of the responsible Party.
 - c. In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of this Agreement, such Party shall promptly notify the other Party that said claim or lawsuit has been filed or commenced.
 - d. The Parties to this Agreement and their respective legal counsel, shall, to the extent reasonably possible and consistent with the best interests of their respective clients, as applicable in the Memorandum of Understanding, cooperate with the defense of any lawsuit arising out of this Agreement; provided this cooperation does not require the Parties to share any out-of-pocket litigation costs. Said costs will be the responsibility of the Party obligated to defend any such lawsuit.
 - e. Except for liabilities and claims related to the actions and inactions of team members as set forth above, all other rights, duties, and obligations with respect to any particular team member shall remain with the Party contributing that member to the team.
- 7. Property.** In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property or according to the terms of the contract entered into for the purchase of such property.
- 8. Exclusivity.** This Agreement is not exclusive and either Party may similarly contract under this Agreement with others as it deems necessary. Either Party may, at its discretion, elect to not pursue certain collaborative efforts or at any time terminate established collaborative efforts upon mutual agreement after negotiating impact of such termination.
- 9. Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 10. No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
- 11. Term.** Either Party may terminate participation in this Agreement with 60 days notice to the other Party, in writing.

12. Compliance with Law. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

13. Complete Agreement. This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.

14. Dispute Resolution/Venue. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such accordance with the laws of the State of Washington.

15. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

16. Evidence of Authority. This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit "A" and Exhibit "B" (Columbia Basin College)

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

Attest:

David Rose
Mayor

Marcia Hopkins
City Clerk
Approved as to Form:

Cynthia D. Johnson
City Manager

Heather Kintzley
City Attorney

Date: _____

COLUMBIA BASIN COLLEGE

Sherry Armijo
Board Chair

Richard W. Cummins
College President

Date: _____

Approved as to Form:

Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 74-15, Authorizing the City Manager to Execute an Agreement with Parametrix, Inc. for Landfill Monitoring, Sampling and Reporting

Department:

Public Works

Ordinance/Resolution Number:

74-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 74-15, authorizing the City Manager to sign and execute an agreement with Parametrix, Inc. for Landfill monitoring, sampling and reporting services.

Summary:

Washington State law requires the City to complete quarterly groundwater and soil gas monitoring for its Horn Rapids Landfill. Parametrix, Inc. of Seattle has been under contract with the City for professional engineering services at the Horn Rapid Landfill for more than ten years. They were originally hired via a competitive evaluation of qualifications to complete facility planning. The work contracted to Parametrix, Inc. has expanded to include current cell closure design and construction management, future cell permitting, and environmental monitoring services.

Parametrix, Inc. has expertise to complete sampling, analysis and reporting for the required monitoring, analysis and reporting that the City does not have. Staff believes Parametrix, Inc. remains the recommended resource for this work because they have consistently performed well. Staff recommends approval of the proposed contract.

Fiscal Impact:

Yes

The total cost of the proposed agreement will not exceed \$74,662.52. The 2015 Solid Waste Disposal budget authorized \$78,000 for the landfill monitoring, sampling and reporting of groundwater and gas.

Attachments:

1. RES 74-15 Landfill Services
2. Parametrix Agreement

RESOLUTION NO. 74-15

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with Parametrix, Inc. for Environmental Monitoring Services at the Horn Rapids Landfill.

WHEREAS, the City of Richland is required by State Law to monitor and report on groundwater quality at its Horn Rapids Landfill; and

WHEREAS, the City currently does not have the staff expertise to complete the required sampling, analysis and reporting; and

WHEREAS, Parametrix, Inc. has the expertise to complete the sampling, analysis and reporting; and

WHEREAS, Parametrix, Inc. was selected as the City's engineering consultant on the Horn Rapids Landfill via competitive evaluation; and

WHEREAS, Parametrix, Inc.'s comprehensive knowledge and experience related to the Horn Rapids Landfill includes planning and design for closure of the current operating landfill disposal area, planning and design for future expansion of the landfill disposal capacity, and the recent history of groundwater monitoring; and

WHEREAS, it is in the best interest of the City to continue contracting with Parametrix, Inc. to provide groundwater quality monitoring, analysis and reporting for the City's Horn Rapids Landfill; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a Consultant Agreement between the City and Parametrix, Inc. for the 2015 Environmental Monitoring Services.

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 7th day of April, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of _____, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Parametrix, Inc., 719 2nd Avenue, Suite 200, Seattle Washington, (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide environmental monitoring and groundwater sampling along with preparing quarterly and annual reports on landfill groundwater and provide landfill gas support services for the Horn Rapids Landfill.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work & Budget.
- c) This Agreement consists of this Agreement, the above referenced Exhibit and other documents listed below. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by March 31, 2016.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed Seventy-Four Thousand Six Hundred Sixty-Two Dollars and Fifty-Two cents (\$74,662.52) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A - Scope of Work & Budget.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees

or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings,

specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

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

CITY OF RICHLAND, WASHINGTON

PARAMETRIX, INC.

CYNTHIA D. JOHNSON
City Manager]

Signature

Printed Name & Title

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

Address

HEATHER D. KINTZLEY
City Attorney

Phone: _____

Email: _____

Fax: _____

EXHIBIT A – SCOPE OF WORK

CITY OF RICHLAND PUBLIC WORKS DEPARTMENT SERVICE AGREEMENT FOR ENGINEERING SERVICES

2015 SERVICE YEAR:

2015 ENVIRONMENTAL MONITORING SERVICES

Leader: Lisa Gilbert, LHG

Background:

Parametrix has developed this scope of work for conducting environmental monitoring and preparing groundwater monitoring reports for 2015, as requested by The City of Richland Public Works Department (City).

Task 01 - 2015 Quarterly Groundwater and Lysimeter Sampling

Objective:

Provide two personnel to conduct four quarterly groundwater sampling events during 2015 (March 2015 through December 2015) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Two Parametrix field technicians will conduct each sampling event. Monitoring includes collecting groundwater samples quarterly during 2015, and assisting the City in collecting lysimeter samples biannually (if leachate is present). New requirements that impact the scope and budget for the routine sampling compared to previous years include:

- Metals must be analyzed for total metals instead of dissolved metals. Sampling is required for both total and dissolved metals for eight sampling events to evaluate the relationship between dissolved metals and total metal concentrations. The second quarter 2015 sampling will complete the eight events, and the second quarter 2015 report will include a comparison of the total and dissolved metals data.

Deliverables:

Field data sheets for each well documenting field measurements.

Samples provided to laboratory for analysis.

SCOPE OF WORK (CONTINUED)

Assumptions:

Each field event will be conducted during three field days.

The analytical laboratory will be under direct contract to the City.

The City will provide trained personnel for confined entry only.

Task 02 - 2015 Quarterly Groundwater Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2015 groundwater monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second and Third quarters in the general format previously used by Parametrix during 2014. **New requirements that impact the scope and budget for the routine reporting compared to previous years include:**

- Data must be submitted directly into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data. Although our budget assumes that TestAmerica can provide data in an EIM-ready format, Parametrix must initially set up the EIM database for the Horn Rapids project. It is also assumed that only 2014 and subsequent data will be prepared for the EIM database.

Deliverables:

Draft (PDF via email) and Final Groundwater Monitoring Reports for the First, Second and Third Quarters of 2015 (four copies).

Assumptions:

Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.

The City will provide Parametrix with authorization to use the Sanitas® groundwater program used to conduct statistical analyses, and the City will pay the annual license fee directly to Sanitas.

SCOPE OF WORK (CONTINUED)

Task 03 – 2015 Annual Groundwater Monitoring Report

Objective:

Prepare annual report documenting the results of the four quarterly 2015 groundwater monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare annual report summarizing the data collected during 2015, in the general format previously used during 2014.

Deliverables:

Draft (PDF via e-mail) and Final Groundwater Monitoring Annual Report for 2015 (four copies and PDF via e-mail).

Assumptions:

Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.

The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.

Task 04 – 2015 Landfill Gas Support

Objective:

Provide continuing engineering and operations services for the City's landfill gas system from April 2015 through March 2016.

Approach:

This task will provide the following tasks:

1. Assist the City staff in continuing operation of the landfill gas system at the Horn Rapids Landfill. This work is assumed to consist of communications (both written and oral) concerning landfill gas operations. This work is assumed to require 2 hours/month.

SCOPE OF WORK (CONTINUED)

Additional time and travel expenses are included for one field visit (8 hours) between the Project Engineer and City staff.

2. Provide City operations staff summary of monitoring, which will provide proper and recommend landfill gas system adjustments to the wellfield on an anticipated schedule of every three weeks. This work is included in the above stated task.
3. Provide assists to the City landfill manager on reporting Greenhouse Gas emissions to the EPA website and Ecology with regards to the landfill gas system. This work is assumed to require 6 hours.
4. Prepare an annual letter report to communicate landfill gas system operations from the past year to agency staff that satisfies the *Benton Clean Air Authority, Order of Approval No. OA 2006-0012*. This work is assumed to require 6 hours.

Deliverables:

This task will provide the following deliverables:

1. Gas system data evaluation and recommended adjustments to the landfill gas system based on City operations staff monitored data.
2. Prepare and submit 2015 annual letter report (four and PDF via email) for the Horn Rapids Landfill gas system.

Assumptions:

The City staff will provide monitoring of the flare facility on a weekly basis, the entire active landfill gas system on an every three-week basis, and the gas probes quarterly.

Client: City of Richland
Project: Horn Rapids Enviromental Monitoring
Project No: 5553820004

					Sr Consultant	Sr Hydrogeologist	Sr Engineer	Scientist/Biologist III	CADD Tech Lead	Project Controls Specialist	Seattle Publications (WP)	Technical Editor	Sr Contract Administrator	Sr Project Control Specialist	Scientist/Biologist III
Billing Rates:					\$230.66	\$174.94	\$188.90	\$104.10	\$124.16	\$97.95	\$99.74	\$107.78	\$122.53	\$117.54	\$104.61
Phase	Task	Description	Labor Dollars	Labor Hours											
05		2015 Environmental Monitoring	\$67,686.72	534	4	60	65	174	16	16	27	10	1	32	120
05	01	2015 Quarterly GW Sampling	\$27,892.89	256		8	4	124							120
		1st Quarter Sampling	\$6,904.18	64		2	1	31							30
		2nd Quarter Sampling	\$6,904.18	64		2	1	31							30
		3rd Quarter Sampling	\$6,904.18	64		2	1	31							30
		4th Quarter Sampling	\$7,180.35	64		2	1	31							30
05	02	2015 Quarterly GW Monitoring Rpts	\$19,669.14	149	1	36	9	30	9	9	18	6	1	24	
		1st Quarter Report	\$6,707.12	51	1	12	3	10	3	3	6	2	1	8	
		2nd Quarter Report	\$6,353.93	49		12	3	10	3	3	6	2		8	
		3rd Quarter Report	\$6,608.09	49		12	3	10	3	3	6	2		8	
05	03	2015 Annual FW Monitoring Rpt	\$9,902.28	73	2	16	4	20	5	3	8	4		8	
05	04	Landfill Gas Support	\$10,222.41	56	1		48		2	4	1				
Labor Totals:			\$67,686.72	534	4	60	65	174	16	16	27	10	1	32	120
Escalation Amt:			\$1,095.88			\$22.69	\$209.93	\$227.29	\$254.00	\$44.30	\$30.71	\$57.70	\$25.86	\$0.00	\$75.22
						\$945.33	\$10,706.33	\$12,505.79	\$18,367.40	\$2,030.86	\$1,597.91	\$2,750.68	\$1,103.66	\$122.53	\$3,836.50
															\$12,678.73

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$460.00
Plotter Bond/Mylar	\$6.50
Color 8.5 x 11	\$80.00
Mileage	\$1,344.00
Equipment	\$2,760.00
Lodging	\$1,472.00
Meals	\$736.00
Misc. Expenses	\$117.30
Expense Total:	\$6,975.80

Project Total: \$74,662.52

Client: City of Richland
Project: Horn Rapids Enviromental Monitoring
Project No: 5553820004

					Sr Project Accountant
Billing Rates:					
Phase	Task	Description	Labor Dollars	Labor Hours	
05		2015 Environmental Monitoring	\$67,686.72	534	9
05	01	2015 Quarterly GW Sampling	\$27,892.89	256	
		1st Quarter Sampling	\$6,904.18	64	
		2nd Quarter Sampling	\$6,904.18	64	
		3rd Quarter Sampling	\$6,904.18	64	
		4th Quarter Sampling	\$7,180.35	64	
05	02	2015 Quarterly GW Monitoring Rpts	\$19,669.14	149	6
		1st Quarter Report	\$6,707.12	51	2
		2nd Quarter Report	\$6,353.93	49	2
		3rd Quarter Report	\$6,608.09	49	2
05	03	2015 Annual FW Monitoring Rpt	\$9,902.28	73	3
05	04	Landfill Gas Support	\$10,222.41	56	
Labor Totals:			\$67,686.72	534	9
Escalation Amt:			\$1,095.88		\$22.63
					\$1,040.98

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$460.00
Plotter Bond/Mylar	\$6.50
Color 8.5 x 11	\$80.00
Mileage	\$1,344.00
Equipment	\$2,760.00
Lodging	\$1,472.00
Meals	\$736.00
Misc. Expenses	\$117.30
Expense Total:	\$6,975.80

Project Total:	\$74,662.52
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Authorize Travel for Mayor Rose, Mayor Pro Tem Lemley and Council Member Thompson

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Motion to Authorize travel for Mayor Rose, Mayor Pro Tem Lemley and Council Member Thompson.

Summary:

Mayor Rose serves as the Council Liaison for both the Police and Firemen Pension Boards. Mayor Pro Tem Lemley is the alternate Liaison to the Firefighter's Pension Board.

The 2015 Washington State LEOFF Education Association (WSLEA) Conference will take place from May 5-8, 2015, in Chelan, Washington. This conference provides attendees with the latest information related to prior, current and future laws and policies pertaining to the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). There will be speakers from the Department of Retirement Systems to Hospital Care. They will discuss pending lawsuits and laws in Congress that may or may not affect pensioners.

Council Member Thompson plans to attend the Energy Communities Alliance (ECA) Peer Exchange in Aiken, South Carolina from May 17-20, 2015. The purpose of the meeting is to facilitate discussion of nuclear policies and technologies that are priorities for the next two years. The Peer Exchange will also address the role of local governments in developing momentum around issues related to nuclear waste and supporting new nuclear development.

The Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when travel expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact:

Expenses for Mayor Rose and Mayor Pro Tem Lemley to attend this conference are estimated at \$1,556 and will be paid for by the Pension fund. Estimated expenses for Thompson are \$1,764. As a member of the ECA Executive Committee, Council Member Thompson's expenses will be reimbursed; however, there are enough funds in Council's tuition and travel line items to cover expenses.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Items for Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Key 3 - Economic Vitality

Key 4 - Targeted Investments

Key 6 - Community Amenities

Subject:

2015 City Manager's Goals

Department:

City Council

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Approve the 2015 City Manager's Goal

Summary:

According to contract, Council determines annual performance incentive goals for the City Manager. These goals are measured and evaluated on their own merits and are separate from core management competencies. The City Manager and a Council subcommittee typically discuss the merits of the goals, as they require a good deal of time, resources and leadership from the City Manager, in addition to her normal duties.

The subcommittee recognizes the high value of these top goals, as well as, the high level of engagement required by the City Manager for successful completion. The subcommittee also acknowledges the significance of partnerships required to accomplish each of these goals.

At their Workshop on March 24, 2015, Council discussed the draft City Manager Goals. The Council Subcommittee Members, Mayor Rose and Council Members Anderson and Jones, met with the City Manager on April 1, 2015, to further refine the goals. The subcommittee considered all input received and recommend the following goals for the City Manager in 2015:

- Develop a Waterfront Vision Plan - K1; K2; K3
- Establish an over-all strategy with a timeline for City Hall Replacement - K4G101; K4G105
- Establish an over-all risk management strategy to reduce City exposure to litigation - K1G5
- Identify suggested alternatives and procedures for a cooperative Animal Control Facility - K6G304

Additionally, within the Strategic Leadership Plan, there are 28 goals and 115 objectives for 2015.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/07/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from March 9, 2015 - March 27, 2015 for \$9,522,072.11 including Check Nos. 221043-221514, Wire Nos. 5852-5866, Payroll Check Nos. 99910-99938, and Payroll Wire/ACH Nos. 8899-8931

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from March 9, 2015, to March 27, 2015 in the amount of \$9,522,072.11.

Summary:

Breakdown of Expenditures:

Check Nos.	221043-221514	1,763,274.12
Wire Nos.	5852-5866	3,598,534.86
Payroll Check Nos.	99910-99938	47,316.85
Payroll Wires/ACH	8899-8931	4,112,946.28
TOTAL		\$9,522,072.11

Fiscal Impact:

Yes

Total Disbursements: \$9,522,072.11. Disbursement (wire transfers) includes Purchase Power Bill of \$2,736,639.00.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 9, 2015 - MARCH 27, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5852 to 5866		
AW Rehn Insurance	Fire Health Reimbursement Account	20,625.00
Bonneville Power Administration	Purchase Power	2,736,639.00
Conover	Section 125	5,212.17
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,477.00
HRA VEBA TPA (Meridain Health)	IAFF VEBA	144,220.30
LEOFF Trust	Fire Health Premiums	71,722.11
Richland Golf Management Corporation	Col. Pt. Operating Reimb 2/15	72,690.68
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	545,948.60
	Total Claim Wire Transfers	\$ 3,598,534.86
Payroll Wires & Direct Deposits (ACH) - Wire No. 8899 to 8931		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 4,112,946.28
Total Claim & Payroll Wires/ACH		\$ 7,711,481.14

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BEN FRANKLIN TRANSIT		2015080	221047	DIAL A RIDE TICKETS-FEB 2015	\$48.00
BENTON COUNTY TREASURER		0215BC	221049	CRIME VICTIMS COMP BCDC=FEB'15	\$1,575.99
CITY OF RICHLAND		032315	221399	CASHIER OVERAGE-ZEPEDA	\$301.02
FINLEY, COLLEEN		LICENSE REBATE	221412	LICENSE REFUND-ALTERED 2 PETS	\$50.00
PITNEY BOWES PURCHASE POWER		3/2015-14823173	221117	RESERVE ACCOUNT 14823173	\$8,000.00
RECWARE REFUND		022715	221153	REFUND DAMAGE DEPOSIT	\$200.00
		031215	221242	REFUND	\$125.00
		031615	221481	REFUND DAMAGE DEPOSIT	\$200.00
		031815	221493	REFUND-ENTRY ERROR	\$39.50
		032515	221476	REFUND DAMAGE DEPOSIT	\$150.00
WASHINGTON STATE PATROL		115006197	221465	RPD BACKGROUND CHECKS-FEB	\$531.00
WASHINGTON STATE TREASURER		0215WS	221142	FINES & FORFEITURES BC-FEB'15	\$72,411.12
WEBCHECK INC		5117	221143	WEBCHECK SRVC-FEB 2015	\$638.57
UNASSIGNED TOTAL ****					\$84,270.20
Division: 001 CITY COUNCIL					
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$41.58
				287243288881 1/27-2/26/15	\$27.84
				287243288881 1/27-2/26/15	\$16.58
BANK OF AMERICA		TXN00020114	221335	DICKEYS-CNCL-HSKPG-RTRT_1-30	\$135.75
		TXN00020228		OFFICE DEPOT - Date Stamper	\$70.58
		TXN00020262		SAFEWAY_CFE-SPLY-MTGS	\$34.47
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		TCRPF-14	221390	TC REGIONAL PFD-2015	\$4,000.00
CITY COUNCIL TOTAL ****					\$4,326.80
Division: 100 CITY MANAGER					
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$27.84
BANK OF AMERICA		TXN00020109	221335	APPLEBEES-MO-CMLNCH-CJ-MM	\$22.39
		TXN00020435		FAT OLIVES-CM-BRAD-A-CM.CC MO	\$21.49
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$48.29
CITY MANAGER TOTAL ****					\$120.01
Division: 101 CITY CLERK					
BANK OF AMERICA		TXN00020168	221335	AMERICAN LEGAL PUBLISHIN - Rob	\$74.95
		TXN00020229		OFFICE DEPOT Key fobs	\$3.25
		TXN00020248		City Attorney Staff Meeting	\$11.84
		TXN00020289		WMCA Conference - DB	\$425.00
BENTON COUNTY AUDITOR		2014 VOTER REG	221048	2014 VOTER REGISTRATION COSTS	\$65,687.11
CITY OF BENTON CITY		1261	221477	REIMBURSE MILEAGE-WMCA CONF	\$63.40
CITY OF RICHLAND		15-101 BARHAM	221478	WMCA CONF/VANCOUVER/BARHAM	\$429.75



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOUTH CENTRAL WA MUNICIPAL CLERK'S ASSN		2015 DUES	221123	2015 SCWMCA DUES	\$25.00
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$31.42
CITY CLERK TOTAL ****					\$66,751.72
Division:	102	CITY ATTORNEY			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$27.84
BANK OF AMERICA		TXN00020389	221335	STAPLES - SUPPLIES	\$49.18
KENYON DISEND PLLC		182661	221238	NEW CINGULAR WIRELESS II	\$820.14
		182662		FRONTIER COMMUNICATIONS NW	\$23.00
MENKE JACKSON LAW FIRM		2/2015-065	221256	GENERAL - FEB 2015	\$1,423.80
PRONTO PROCESS SERVICE INC		PTO-2015001348	221278	MESSENGER SERVICES-FEB	\$40.00
WEST PUBLISHING CORPORATION DBA		831364879	221327	INFORMATION CHRGS-FEB 2015	\$2,207.48
XEROX CORPORATION		078512719	221332	W7855 BASE CHRG/PRINTS-FEB	\$31.77
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$50.00
CITY ATTORNEY TOTAL ****					\$4,673.21
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$27.84
BANK OF AMERICA		TXN00020115	221335	OFFICE DEPOT-PORTFOLIOS	\$15.15
		TXN00020125		TC-HERALD_NEWSPAPER	\$203.80
		TXN00020159		STAPLES-USB_CRUZR	\$49.20
		TXN00020160		DELTA AIR-ICMA-CHRLTSVLE-SC-JM	\$905.20
		TXN00020209		AMAZON MKTPLCE-INTRVW-CAMRA	\$52.69
		TXN00020315		STAPLES - CREDIT_OFCSPLY	(\$6.91)
		TXN00020416		DICKEYS WA - IT Governance Mee	\$164.85
		TXN00020429		OFC-DPT-SPLY_FRSHNR-TAPE-TABS	\$39.19
XEROX CORPORATION		078512719	221332	W7855 BASE CHRG/PRINTS-FEB	\$31.77
				W7855 BASE CHRG/PRINTS-FEB	\$236.04
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$32.79
ASSISTANT CITY MANAGER TOTAL ****					\$1,751.61
Division:	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$62.06
BANK OF AMERICA		TXN00020157	221335	WWW.ISTOCK.COM-PHOTOS-MKTG	\$33.00
		TXN00020367		BACKUPIFY-CITY FB AND TWTR	\$4.99
XEROX CORPORATION		078512740	221332	D95 PRINT SHOP-BASE/PRINTS-FEB	\$384.40
		078512741		C75 PRINT SHOP-FIERY-FEB	\$140.31
		078512742		C75 PRINT SHOP BASE CHRG-MAR	\$425.00
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$0.26
				PHONE CHARGES 2/23-3/22/15	\$12.19
				PHONE CHARGES 2/23-3/22/15	\$24.15
COMMUNICATIONS & MARKETING TOTAL ****					\$1,086.36
Division:	112	CABLE COMMUNICATIONS			



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INGHAM, MARK		2014 MILEAGE	221224	INGHAM-MILEAGE 11/5-11/17/14	\$15.12
		2015 MILEAGE		INGHAM-MILEAGE 1/6-1/27/15	\$31.63
THE BUSKE GROUP		13876	221302	CABLE FRANCHISE CONSULTING	\$118.50
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$13.37
CABLE COMMUNICATIONS TOTAL ****					\$178.62
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00020217	221335	DELTA AIR-PLARSEN WA DC BG CHK	\$25.00
		TXN00020270		THE LIAISON CAPITOL HILL-PLARS	\$700.75
		TXN00020328		THE LIAISON CAPITOL HILL-PLARS	\$405.34
CITY OF RICHLAND		15-031 LARSEN	221401	DOE WM CONF/PHOENIX/LARSEN	\$150.00
LARSEN, PAM BROWN		15-031 LARSEN	221427	DOE WM CONF/PHOENIX/LARSEN	\$854.00
LUNDGREN, REGINA E		RCH-SB-386	221431	SPEAKERS BUREAU-FEB	\$320.00
XEROX CORPORATION		078512719	221332	W7855 BASE CHR/PRINTS-FEB	\$31.77
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$8.68
HANFORD COMMUNITIES TOTAL ****					\$2,495.54
Division:	120	FIRE			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$27.84
BANK OF AMERICA		TXN00020127	221335	INT'L CODE CNCL - 2012 IBC	\$193.19
		TXN00020134		STAPLES - PENCILS & ERASERS	\$3.71
		TXN00020155		STAPLES - BANKER BOXES	\$82.63
		TXN00020180		FRED MEYER - STA BLENDER	\$86.87
		TXN00020201		BASECAMP - MARCH SUB FEES	\$50.00
		TXN00020204		FIREHOSEDIRECT - HYDRANT BAGS	\$306.24
		TXN00020216		WESTCOAST911 - IRONS STRAPS	\$89.02
		TXN00020239		ALBERTSONS - BADGING SUPP'S	\$206.36
		TXN00020267		CNSTRCTN EXAM CNTR - REG FEE	\$950.00
		TXN00020273		NFPA - FIRE ALARM BOOK	\$94.10
		TXN00020321		ALBERTSONS - WATER	\$20.00
		TXN00020348		FRED MEYER - PROJECT BOARDS	\$9.44
		TXN00020367		BACKUPIFY-RFD FACEBOOK	\$3.75
		TXN00020372		OFFICE DEPOT - POLST PAPER	\$10.03
		TXN00020381		STAPLES - FOLDERS, CLIPS	\$65.19
		TXN00020386		AMAZON - FLASH DRIVES	\$33.49
		TXN00020388		STAPLES - LABELS, HI-LITERS	\$29.54
		TXN00020403		HAIX - DAY BOOTS (3) PR	\$844.95
		TXN00020454		OFFICE DEPOT - LEDGER PAPER	\$19.32
BENTON RURAL ELECTRIC ASSOCIATION		1/15-74170526	221169	COLLINS RD RADIO TOWER ELECTRC	\$102.15
BLUMENTHAL UNIFORM CO	P054747	111020	221171	#S511, SIL-RAY BADGE, PER SPEC	\$2,193.29
	P054747			#S511, GOLD-RAY BADGE, PER SPE	\$258.03
	P054747			SHIPPING	\$13.58



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054747	111020	221171	ADJUST FOR TAX	(\$0.01)
CALLBACK STAFFING SOLUTIONS LLC		2251	221178	STAFFING CALLBACK SRVCS-FEB	\$119.98
		2316	221394	STAFFING CALLBACK SRVCS-MAR	\$119.98
CASCADE FIRE EQUIPMENT CORP DBA	P054919	114541	221056	FRONT EMBROIDERY NAME PATCH	\$158.50
	P054919			ATTACH FRONT EMBROIDERY NAME P	\$35.24
	P054919			ATTACH BADGE TAB (LEFT CHEST)	\$35.24
	P054919			SHIPPING	\$60.02
	P054919			HIDDEN SNAP-FRONT SHIRT, SHORT	\$803.10
	P054919			HIDDEN SNAP-FRONT SHIRT, LONG	\$184.51
CHARTER COMMUNICATIONS		3/15-11253 SUB B	221397	PERRY MTN RENT KGI-APRIL	\$716.44
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$3,296.02
EAGLE PRINTING & GRAPHIC DESIGN INC		40798	221201	IDEAL STAMP	\$21.67
FIANDER & ASSOCIATES LLC DBA		150210-15	221205	TREADMILL DIAGNOSIS-ST 71	\$81.45
		150217-6		TREADMILL REPAIR-ST 71	\$125.34
FRONTIER		2/15-206-188-0334	221209	VHF PHONE LINE 2/19-3/18/15	\$410.98
		2/15-253-004-5365		SILVER CLOUD PHONE LINE	\$56.20
		3/15-253-004-5365	221415	SILVER CLOUD PHONE LINE	\$56.20
HUBELE, KURT R		15-134 HUBELE	221422	FP EXAMINER/SEATAC/HUBELE	\$904.77
OXARC INC		F315913	221266	FIRE EXTINGUISHER ANNUAL MAINT	\$256.85
		F315915		FIRE EXTINGUISHER ANNUAL MAINT	\$142.82
POCKETINET COMMUNICATIONS INC		77192	221274	STATION INTERNET FEES-MARCH	\$140.25
		80593	221441	STATION INTERNET FEES-APRIL	\$140.25
RICHLAND ACE HARDWARE		209165	221498	CAR WASH/CLEANERS	\$39.56
		44131		CARWASH/CAR WAX	\$32.46
		45098		SILICONE/BULBS	\$26.03
		45530		HANDHELD SHOWER SPRAYER	\$30.71
SEA WESTERN INC	P054703	182418	221120	LION BDU1951P-30 TRI CERTIFIED	\$2,092.94
	P054703			shipping	\$14.30
SEW FABULOUS		1321 RFD	221289	SEW PATCHES ON SHIRTS	\$184.62
SPRINT		891160522-132	221295	CELL PHONES 1/18-2/17/15	\$109.13
UNITED PARCEL SERVICE	S016245	000986641125	221455	GROUND PKG TO SONETICS FOR TEC	\$13.01
UPTOWN CLEANERS		0754	221318	LINEN/UNIFORM LAUNDRY SRVCS	\$317.38
		0800		LABEL NEW SHIRTS	\$15.20
		0823		LINEN/UNIFORM LAUNDRY SRVCS	\$313.25
		0931		LINEN/UNIFORM LAUNDRY SRVCS	\$323.66
		0970		LINEN/UNIFORM LAUNDRY SRVCS	\$334.03
		0988		LABEL NEW SHIRTS	\$26.60
VERIZON WIRELESS		9740830587	221320	MDT WIRELESS 2/20-3/19/15	\$336.20
WA STATE ASSN OF FIRE CHIEFS		14-0195	221322	2015 WSFSTO CONF-LANDON	\$550.00
		14-0206		2015 WSFSTO CONF-HEMPSTEAD	\$550.00
WROOLIE, MICHAEL		15-133 WROOLIE	221471	FP EXAMINER/SEATAC/WROOLIE	\$1,901.64



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$177.44
FIRE TOTAL ****					\$20,946.68
Division:	130	POLICE			
101 CLEANERS		2/15-9427360	221148	UNIFORM LAUNDRY SRVCS-FEB	\$403.67
AMERICAN MESSAGING SERVICES LLC		W4100724PC	221155	PAGER RENTAL-MARCH 2015	\$52.03
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$62.66
				287243288881 1/27-2/26/15	\$34.09
				287243288881 1/27-2/26/15	\$32.97
				287243288881 1/27-2/26/15	\$34.22
				287243288881 1/27-2/26/15	\$64.55
				287243288881 1/27-2/26/15	\$96.83
				287243288881 1/27-2/26/15	\$88.66
				287243288881 1/27-2/26/15	\$113.76
				287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$57.81
				287243288881 1/27-2/26/15	\$60.55
				287243288881 1/27-2/26/15	\$35.93
				287243288881 1/27-2/26/15	\$18.59
				287243288881 1/27-2/26/15	\$18.45
				287243288881 1/27-2/26/15	\$32.04
				287243288881 1/27-2/26/15	\$12.26
				287243288881 1/27-2/26/15	\$20.76
				287243288881 1/27-2/26/15	\$24.95
				287243288881 1/27-2/26/15	\$27.84
				287243288881 1/27-2/26/15	\$30.97
BANK OF AMERICA		TXN00020094	221335	STAPLES -TAPE DISPENSERS	\$29.81
		TXN00020095		HIGH SPEED GEAR - DD TACO/PIST	\$298.02
		TXN00020101		STAPLES - STAPLERS	\$93.02
		TXN00020102		TYR TACTICAL -WEAPONS CATCH	\$75.65
		TXN00020103		ALASKA AIR #15-069 TAYLOR	\$642.20
		TXN00020108		ROGUE FITNESS - SMALL FILLER B	\$139.17
		TXN00020120		BC SALES - BOOTS CROUCH	\$304.03
		TXN00020130		WSP COLLISION REPORT	\$9.50
		TXN00020138		TRIAD TACTICAL- CHASSIS SYSTEM	\$153.50
		TXN00020139		KEEN -BOOTS (2)	\$292.42
		TXN00020140		ALASKA AIR -WHITBY #15-111	\$309.20
		TXN00020141		INV #0000002654EE055	\$83.75
		TXN00020144		HOME DEPOT -MEASURING WHEELS	\$247.48
		TXN00020146		STAPLES - KEYBOARD	\$59.46
		TXN00020153		TACTICALGEAR- BOMB SQUAD UNIFO	\$475.74
		TXN00020162		IDEAL BLASTING SUPPLY-GRAPPLIN	\$83.82



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020163	221335	Amazon- PHONE CASES SCU	\$260.15
		TXN00020198		CHAPALA EXPRESS - CODE ENFORCE	\$50.41
		TXN00020208		Galls- BOOTS MORRELL	\$58.58
		TXN00020221		STAPLES -USB STICKS/SUPER GLUE	\$18.84
		TXN00020232		STAPLES - 64GB USB	\$80.34
		TXN00020233		HUMAN FACTOR RESEARCH -BENSON	\$725.00
		TXN00020249		INV #0000002654EE065	\$19.68
		TXN00020250		STAPLES - USB/HEATER/FOLDERS	\$186.29
		TXN00020253		STAPLES - FOLDERS/DOC HOLDERS	\$109.13
		TXN00020257		STAPLES - PAD HOLDER	\$68.62
		TXN00020258		DELL-Monitor Soundbar	\$29.26
		TXN00020264		STAPLES -8BG USB	\$70.48
		TXN00020266		SIRCHIE -MIKROSIL KIT/EVID BAG	\$379.07
		TXN00020285		SUNWEST SPORTSWEAR -EMBROIDERY	\$32.69
		TXN00020291		FRED-MEYER -ORANGE SPRAY PAINT	\$32.51
		TXN00020324		HUMAN FACTOR RESEARCH -DT STUD	\$150.00
		TXN00020326		SANDYS TROPHIES-WALL NAME PLAT	\$55.66
		TXN00020340		AMAZON -PORT HARD DRIVE/CHARGE	\$152.50
		TXN00020346		INV # 0000002654EE075	\$64.04
		TXN00020356		ACT Richland HPS - RAD TRAININ	\$60.00
		TXN00020357		HAVIS -DOCKING STATION REPAIR	\$199.00
		TXN00020367		BACKUPIFY-RPD FACEBOOK	\$3.75
		TXN00020368		FRED-MEYER -LOCKS FOR PATROL	\$70.61
		TXN00020370		WAL-MART-SHOE POLISH/SANITIZER	\$80.58
		TXN00020371		GRIGGS -WD40/DUCT TAPE	\$20.60
		TXN00020373		GRIGGS-PADLOCKS FOR PATROL	\$36.90
		TXN00020378		Amazon - PHONE CASE	\$91.31
		TXN00020382		LEED - CELL PHONE CASE/TASER H	\$123.26
		TXN00020405		SUNWEST SPORTSWEAR -EMBROIDERY	\$32.69
		TXN00020411		AMAZON MKTPLACE -PHONE CHARGIN	\$44.08
		TXN00020419		FRED-MEYER -WHISTLES RIOT GEAR	\$13.00
		TXN00020432		STAPLES - ID CARD LAMINATE	\$67.55
		TXN00020439		L A POLICE GEAR -MILLER SWAT B	\$112.98
		TXN00020440		UPS INV #0000002654EE085	\$27.67
		TXN00020455		REI - FLORENCE BOOTS	\$249.78
BLUMENTHAL UNIFORM CO	P054814	114305-81	221171	PANT/MENS/KHAKI/TACLITE-KANE 4	\$54.29
	P054943	115961-80	221052	CREDIT INVOICE #115961-80 2/1	(\$108.60)
	P054814	116047	221171	SEW EMBLEM EACH SLEEVE - JUDGE	\$6.52
	P054814			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P054814			SEW EMBLEM EACH SLEEVE - STOHE	\$4.34
	P054814			SEW EMBLEM EACH SLEEVE - JENKI	\$4.34



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054814	116047	221171	ADJUST FOR TAX	\$0.01
	P054814			SEW EMBLEM EACH SLEEVE - STOHE	\$4.34
	P054814			SHIPPING	\$14.66
	P054814			UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054814			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054814			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054814			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054814			SEW EMBLEM EACH SLEEVE - JENKI	\$2.17
	P054814	116047-01		UVS101 SHIRT LS UNDER VEST NAV	\$48.82
	P054814			SHIPPING	\$12.49
	P054814			SEW EMBLEM EACH SLEEVE - JUDGE	\$2.17
	P054864	117226		32278-86 PANT MENS DRK NAVY PO	\$97.69
	P054864			UVS101 SHIRT LS UNDER VEST NAV	\$97.63
	P054864			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P054864			74273-162 PANT MENS KHAKI TACL	\$54.29
	P054864			ADJUST FOR TAX	\$0.01
	P054864			SEW PR OF CHEVRONS ON GARMENT	\$10.86
	P054864			SEW PR OF CHEVRONS ON GARMENT	\$4.34
	P054864			SEW EMBLEM EACH SLEEVE	\$4.34
	P054864			SEW EMBLEM EACH SLEEVE	\$4.34
	P054864			SHIPPING	\$15.20
	P054943	121786	221052	SHIPPING	\$15.20
	P054943			SEW EMBLEM EACH SLEEVE	\$16.29
	P054943			APPLY LETTERING TO GARMENT	\$26.06
	P054943			5180 WHITE T-SHIRT BEEFY-T SIZ	\$29.26
	P054943			59340-019 GLOVE BLACK TAC A2 S	\$30.40
	P054943			ACADEMY NAME 2" BLACK BLOCK FI	\$32.58
	P054943			SEW IN MILITARY CREASES IN SHI	\$40.73
	P054943			ST-310 SHORT JERSEY KNIT NAVY	\$52.06
	P054943			7M76SNV/ST62NV SHIRT MENS SS N	\$61.74
	P054943			64359-724 PANT WOMENS DKNVY T	\$97.72
	P054943	121786-01		64359-724 PANT WOMENS DKNVY T	\$48.86
	P054943	121786-02		SHIPPING	\$12.49
	P054943			APPLY LETTERING TO GARMENT	\$8.69
	P054943			ACADEMY NAME 2" BLACK BLOCK FI	\$10.86
	P054943			562M ASH SWEATSHIRT, JERZEES 8	\$13.01
BRAZEAU, JOE		15-046 BRAZEAU	221175	CAREER FAIR/SPOKANE/BRAZEAU	\$50.00
CENTRAL LAKE ARMOR EXPRESS INC	S016198	70342A-IN	221060	HALO LEVEL IIIA VEST, INCLUDIN	\$746.08
CHARTER COMMUNICATIONS		2/15-80070309703	221182	RPD INTERNET SRVCS 3/1-3/28	\$60.37
CITY OF RICHLAND		15-011 LEE	221478	PURSUIT TRNG/MT VERNON/LEE	\$176.93
		15-013 NELSON	221063	IIT TRNG/SPOKANE/NELSON	\$597.68



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		15-067 BICKFORD	221478	ICAC TECH/BELLEVUE/BICKFORD	\$1,247.30
		15-069 TAYLOR		ICAC TRNG/ALEXANDRIA VA/TAYLOR	\$1,653.80
		15-111 WHITBY		TEAM TRNG/LOS ANGELES/WHITBY	\$426.00
		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$2,159.11
DOMESTIC VIOLENCE SERVICES		23323	221480	DOMESTIC VIOLENCE SRVCS-NOV'14	\$888.50
		23332		DOMESTIC VIOLENCE SRVCS-DEC'14	\$888.50
		23358		DOMESTIC VIOLENCE SRVCS-FEB'15	\$888.50
DORKO, STEPHANIE		022515	221200	DORKO-RIOT HELMET REPAIR	\$15.25
FRONTIER	S016235	3/15-253-003-5792	221415	TELEPHONE CHARGES 3/7/15 - 4/6	\$641.77
GRAINGER	S016226	9674894127	221213	BATTEY AAA ITEM #5LE25	\$101.86
HUSK OFFICE SUPPLY INC		662982	221222	OFFICE CHAIR	\$248.69
KANE, RICHARD		15-047 KANE	221094	CAREER FAIR/MEALS/KANE	\$50.00
LANGUAGE LINE SERVICES LLC		3553342	221244	TRANSLATION SRVCS FEB 2015	\$9.94
LARSEN GUNSMITHING & FIREARMS	P054861	8202	221245	#6378-3832-131 GLOCK 21 PADDLE	\$260.64
	P054861			SLC-71200 BADGE HOLDER	\$54.30
	P055011	8209		#6360-3832-131 LEVEL III RETEN	\$1,379.22
	P055011			#573-383-411 CUFF/MAGAZINE PAD	\$35.84
	P055011			AIR FREIGHT	\$81.45
	P055011			ADJUST SALES TAX	(\$0.01)
	P055011			#7307 BI-18205 (SNAP) OC BELT	\$171.05
	P055011			801C HUNGED HANDCUFF PEERLESS	\$537.57
LEADSONLINE LLC		230977	221428	FASTFIND SRVC RENEWAL	\$3,188.00
LEEDWAY LLC	P054906	ML02201502	221246	CUSTOM ID PATCH 4X8 1011 POLIC	\$18.41
	P054906			FREIGHT	\$10.86
	P054906			CUSTOM ID PATCH 2x5 1011 POLIC	\$10.81
	P054906			ADJUST FOR TAX	(\$0.01)
	P054906			CUSTOM ID PATCH 2x5 1011 STREE	\$32.42
LEIRA		2015 LEIRA TRNG	221247	PUBLIC DISCLOSURE REG-HOGUE	\$50.00
				PUBLIC DISCLOSURE REG-WALKER	\$50.00
LIVEVIEW GPS INC		212139	221429	2ND QTR 2015 PT10SUB SERVICE	\$251.40
MEYER, BONNIE		030115	221489	MEYER-EVERY 15 MINUTES MTG	\$35.77
MPH INDUSTRIES INC	S016137	663690	221261	REPAIR OF AN ENFORCER MOUNTED	\$216.84
NELSON, MATT		15-013	221104	IIT TRNG/FUEL/NELSON	\$26.19
NET TRANSCRIPTS INC		021315-108	221262	TRANSCRIPTION SRVCS-FEB	\$286.61
		022815-121	221491	TRANSCRIPTION SRVCS-FEB	\$847.23
OXARC INC		R327429	221266	OXYGEN CYLINDER RENTAL	\$7.29
PARISH, JORY		022015	221269	PARISH-TAIL LIGHT BULB	\$8.13
RADEUM INC DBA	P054907	0108911	221280	C-FLEP-UL 2.5mm ULTRA LIGHT LI	\$180.00
	P054907			SHIPPING	\$7.36
	P054907			C-FLEPG-UL-ML FREELINC ULTRA L	\$18.00
	P054907			A-FMC200SYS FA01 FREEMIC 200	\$199.00



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RADEUM INC DBA	P054993	0108949	221443	C-FLEPG-UL-ML FREELINC ULTRA L	\$6.52
	P054993			SHIPPING	\$6.34
	P054993			C-FLEP-UL 2.5MM ULTRA LIGHT LI	\$65.16
	P054993			A-FMC200 SYS FA01 FREEMIC 200	\$216.11
RECALL SECURE DESTRUCTION SERVICES INC		7346014733	221281	SHREDDING SRVCS-FEB	\$136.06
RIVER CITY TOWING INC		13903	221285	TOW CHARGE	\$48.87
		13904		TOW CHARGE	\$48.87
TAYLOR, JEFFERY M		15-069	221503	ICAC TRNG/BAGGAGE/TAYLOR	\$30.00
THE ABY MFG GROUP INC DBA	P054859	0106628-IN	221301	INSURANCE AND MATERIALS FEE	\$11.50
	P054859			SHIPPING AND HANDLING	\$15.00
	P054859			STYLE #154-R DOME PIN CARLTONE	\$255.00
TIM BUSH MOTOR COMPANY DBA		1182	221304	RPD CAR WASHES-FEB 2015	\$309.75
TRANS UNION RISK & ALTERNATIVE DATA		2/15-204527	221310	RPD RECORDS SEARCH-FEB	\$110.00
VER STEEG, CARMEN K		CITIZENS ACADEMY	221460	VERSTEEG-FOOD SUPPLYS-CACADEMY	\$30.61
VERIZON WIRELESS		9740868139	221320	DATA CHARGES 2/20-3/19	\$1,400.78
WASHINGTON CITIES INSURANCE AUTHORITY		101209	221464	NOTARY BOND-BUNNIE AVERY	\$50.00
WASHINGTON STATE TREASURER		25601-0010189	221408	NOTARY RENEWAL-AVERY	\$30.00
XEROX CORPORATION		078512727	221472	W7225 BASE CHRG/PRINTS-FEB	\$208.95
		078512728		W7225 BASE CHRG/PRINTS-FEB	\$229.77
		078512729		W7225 BASE CHGR/PRINTS-FEB	\$214.22
		078582409		W7845 BASE CHRG/PRINTS-FEB	\$256.68
		078637418	221514	W7855 BASE CHRG/PRINTS-FEB	\$670.17
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$6.64
				PHONE CHARGES 2/23-3/22/15	\$297.85
POLICE TOTAL ****					\$33,296.05
Division:	210	ADMINISTRATIVE SERVICES			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$31.59
BANK OF AMERICA		TXN00020176	221335	STAPLES-PENS - ASD	\$4.21
		TXN00020252		FRED-MEYER-ASD LEADERSHIP MTG	\$3.79
		TXN00020268		FRED-MEYER-ASD LEADERSHIP MTG	\$24.86
		TXN00020290		APPLEBEES-ASD LEADERSHIP MTG	\$69.00
		TXN00020384		STARBUCKS-SHARED VALUES	\$20.00
PARADISE BOTTLED WATER CO		2/15-ADMIN SRVCS	221108	BOTTLED WATER	\$11.36
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$19.46
ADMINISTRATIVE SERVICES TOTAL ****					\$184.27
Division:	211	FINANCE			
BANK OF AMERICA		TXN00020132	221335	GANSON ENG-A/P CHECK STOCK	\$192.00
		TXN00020186		STAPLES-TAPE/STAPLER/LTR OPEN	\$159.27
				STAPLES-TONER/THERMAL TAPE	\$375.76
		TXN00020283		WFOA-SUCHY, B MEMBERSHIP	\$50.00



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		030915	221062	CASHIER SHORTAGE-BROWN	\$72.00
				CASHIER SHORTAGE-GRIMES	\$0.25
		031315	221187	CASHIER SHORTAGE-IZAGUIRRE	\$70.00
		32315	221400	CASHIER SHORTAGE-PALMER	\$1.00
				CASHIER SHORTAGE-ZEPEDA	\$4.00
COLLECTORSOLUTIONS INC		2014651	221191	MERCHANT SRVC CHRGS FEB 2015	\$24,645.13
COLUMBIA INDUSTRIES SUPPORT LLC		263064	221193	ON SITE SHREDDING WO#190036	\$10.06
		263199		ON SITE SHREDDING WO#190027	\$30.16
GARDA CL NORTHWEST INC		10077371	221083	ARMORED CAR SRVCS-FEB 2015	\$409.09
PARADISE BOTTLED WATER CO		2/15-ADMIN SRVCS	221108	BOTTLED WATER	\$53.32
				BOTTLED WATER	\$22.72
POSTMASTER		2015 BULK PERMIT	221275	BULK MAIL PERMIT #153-1S CLASS	\$220.00
		PERMIT 153-3/17	221442	POSTAGE 2/27-3/17/15	\$7,963.17
REDSSON LTD		189655	221115	PORTAL SERVICE LOCATES-FEB	\$258.00
RETAIL LOCKBOX INC		1502 4812	221118	UB PYMT PROCESSING-FEB 2015	\$2,139.79
TALENT WISE INC		92547400	221502	BACKGROUND CHECKS-FEB	\$24.00
XEROX CORPORATION		078512730	221514	W7855 BASE CHRGR/PRINTS-FEB	\$664.91
		078512731		W7225 BASE CHRGR/PRINTS-FEB	\$158.57
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$0.21
				PHONE CHARGES 2/23-3/22/15	\$129.13
				PHONE CHARGES 2/23-3/22/15	\$61.83
FINANCE TOTAL ****					\$37,714.37
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00020126	221335	Membership-NIGP National (4 me	\$425.00
		TXN00020417		WASH CHAPTER NIGP - Membership	\$160.00
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$676.39
COSTCO WHOLESALE #486		2015 MEMBERSHIP	221407	COSTCO MEMBERSHIP DUES-2015	\$3.60
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$57.81
				PHONE CHARGES 2/23-3/22/15	\$42.31
PURCHASING TOTAL ****					\$1,365.11
Division:	213	INFORMATION TECHNOLOGY			
APOLLO INC	P055000	42122A	221160	Winter Maintenance for Server	\$787.61
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$263.08
BANK OF AMERICA		TXN00020097	221335	SIMPLILEARN AMERICAS-SCCM TRAI	\$49.50
		TXN00020104		ACT ACCIS membership -For Kevi	\$75.00
		TXN00020107		FS-iExplorer SW Tool	\$34.99
		TXN00020113		Simplilearn-SCCM 30 DayCourse	\$49.50
		TXN00020116		SIMPLILEARN -SCCM 30Day Course	\$49.50
		TXN00020129		BARRACUDA -Replace Hard Drives	\$600.00



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020151	221335	DELL Primary Lithium Battery	\$114.02
		TXN00020200		CERIUM-512MB DRAM SHOPS/ LANDF	\$563.16
		TXN00020235		GODADDY-SSL Certificates Renew	\$419.94
		TXN00020301		GRIGGS ACE HARDWARE-SERVER CLE	\$61.84
		TXN00020305		NEWEGG-COMPUTER INTERFACE MODU	\$539.95
		TXN00020309		STAPLES - PLOTTER CARTRIDGE	\$204.76
		TXN00020310		Norton-ANTIVIRUS FOR MACS	\$54.29
		TXN00020327		OFFICE DEPOT -WALL FILE POCKET	\$27.91
		TXN00020332		ULINE SHIP SUPPLIES-VINYL SI	\$63.16
		TXN00020334		STAPLES - OFFICE SUPPLY	\$63.45
		TXN00020339		STAPLES - OFFICE SUPPLY	\$7.38
		TXN00020358		ESRI-Site Config and Administe	\$1,524.75
		TXN00020391		WEBEX -Monthly Webex Fee	\$26.06
		TXN00020412		PLC HARDWARE-CISCO ANALOG GATE	\$311.43
		TXN00020472		Amazon-MS DATA WAREHOUSE TOOLK	\$50.48
CASELLE INC	P054763	63843	221058	ANIMAL LICENSE FEE PAID MONTHL	\$169.33
COMPUCOM SYSTEMS INC	P054939	62653831	221066	MICROSOFT EA AGREEMENT ANNUAL	\$7,802.61
	P054939			ADJUST FOR TAX	(\$0.01)
GOVERNMENTJOBS.COM INC	P054591	07-13681	221212	SINGLE SIGN ON INTEGRATION WIT	\$3,500.00
GROUPE SHAREGATE INC	P055004	48013	221215	Sharegate-1 Seat (P-239) 12-mo	\$3,595.50
HEWLETT PACKARD COMPANY	P054819	55554039	221221	HP ProLiant DL360 Gen9 8SFF pa	\$6,411.97
	P054819			HP 5Y NBD DL 360 GEN9 FC SVC	\$1,072.97
MID COLUMBIA ENGINEERING INC	P054872	ST007232	221257	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P054872	ST007258	221432	RICH AUSTILL, AS400 MNTNC SERV	\$178.75
UNITED PARCEL SERVICE	S016245	000986641125	221455	2 GROUND PKGS TO HAVIS FOR BCE	\$11.28
VERIZON WIRELESS	P054888	9740820461	221138	WIRELESS CHARGES FOR DATA FOR	\$40.01
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$243.19
ZAYO GROUP HOLDINGS INC DBA	P054925	3/2015-008113	221333	INTERNET FEES ANNUAL COST	\$757.31
INFORMATION TECHNOLOGY TOTAL ****					\$29,929.73
Division:	220	HUMAN RESOURCES			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$41.58
BANK OF AMERICA		TXN00020106	221335	PAYPAL MG GIFTS - Purchase	\$122.80
		TXN00020117		WM SUPERCENTER #3261 - Purchas	\$12.92
		TXN00020118		PAYPAL SHOPLET COM - Purchase	\$465.24
		TXN00020124		PAYPAL WATCHCOMPAN - Purchase	\$269.97
		TXN00020147		HARRINGTONS TROPHIES - Purchas	\$680.19
		TXN00020293		COLUMBIA RIVER CATERING A - Pu	\$1,500.00
		TXN00020351		ROUND TABLE PIZZA MEADOW - Pur	\$62.00
		TXN00020397		ASSN CAREER NETWORK - Purchase	\$351.00
		TXN00020453		LET'S PARTY_EE-BKFST-MATLS	\$130.28
		TXN00020464		SQ RESTRANT STONE SOUP - Purc	\$57.14



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY VIEW MINI STORAGE		2015-UNIT 14	221190	STORAGE UNIT FEE 1/1-12/31/15	\$1,100.00
HARRINGTON'S TROPHIES		73710	221217	CLOCKS/STARS/PLAQUES	\$1,587.11
PROGRESSIVE BUSINESS PUBLICATIONS		252271702/2015	221277	2015 PBP SUBSCRIPTION-JUBB	\$299.00
TALENT WISE INC		92547400	221502	BACKGROUND CHECKS-FEB	\$238.00
TRANS UNION LLC		02550507	221508	CREDIT REPORTS-FEB	\$39.67
XEROX CORPORATION		078512732	221514	W7855 BASE CHRG/PRINTS-FEB	\$341.15
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$69.83
HUMAN RESOURCES TOTAL ****					\$7,367.88
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$27.84
				287243288881 1/27-2/26/15	\$69.52
BANK OF AMERICA		TXN00020131	221335	OFFICE DEPOT - C&DS OFFICE SUP	\$88.63
XEROX CORPORATION		078512719	221332	W7855 BASE CHRG/PRINTS-FEB	\$31.77
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$19.70
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$237.46
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN096543	221150	XEROX 6605 MAINT 2/23-3/22	\$81.14
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$30.97
BANK OF AMERICA		TXN00020148	221335	WABO-2015 EDUCATION REG	\$600.00
		TXN00020182		STAPLES-LARGE MAILERS	\$42.08
		TXN00020224		STAPLES-FOLDERS/TAPE/RINGS	\$21.24
		TXN00020231		STAPLES - CARDSTOCK	\$49.00
		TXN00020375		APA-2015 CONFERENCE REG	\$730.00
CITY OF RICHLAND		15-015 BORING	221478	ICC TRNG/LEAVENWORTH/BORING	\$100.00
		15-061 OLIVER		ICC TRNG/LEAVENWORTH/OLIVER	\$294.35
MID COLUMBIA ENGINEERING INC	P054807	ST007233	221257	SHAUN SCHLUTER TEMPORARY INSPE	\$1,624.00
	P054807	ST007259	221432	SHAUN SCHLUTER TEMPORARY INSPE	\$1,654.45
VERIZON WIRELESS		9740830449	221138	BLDG INSPECTOR LAPTOPS	\$400.12
WATER SOLUTIONS INC	P054903	10544	221325	DCS (703) BDLG WATER UNIT RENT	\$16.29
	P054903			DCS (703) BDLG WATER UNIT RENT	\$39.63
XEROX CORPORATION		078512720	221332	W7855 BASE CHRG/PRINTS-FEB	\$73.11
				W7855 BASE CHRG/PRINTS-FEB	\$73.11
	P054899	078512722		BASEMENT XEROX #LX5-692207 (ta	\$69.15
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$108.93
				PHONE CHARGES 2/23-3/22/15	\$19.75
DEVELOPMENT SERVICES TOTAL ****					\$6,089.38
Division:	302	REDEVELOPMENT			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$64.10



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020218	221335	DESSERTS BY KELLY - BIRTHDAY C	\$23.45
		TXN00020299		AMERICAN PLANNING ASSOCI -BMOO	\$730.00
		TXN00020469		FRED-MEYER-SHARED VALUES	\$52.77
SHANNON & WILSON INC	P053932	7689	221290	INSTALL THREE MONITORING WELLS	\$1,318.63
XEROX CORPORATION		078512720	221332	W7855 BASE CHRG/PRINTS-FEB	\$209.98
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$6.04
				PHONE CHARGES 2/23-3/22/15	\$19.41
REDEVELOPMENT TOTAL ****					\$2,424.38
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00020093	221335	INGRAM BOOKS	\$1,575.47
		TXN00020098		INGRAM BOOKS	\$166.44
		TXN00020099		OFFICE SUPPLIES	\$154.60
		TXN00020123		MEETING SUPPLIES	\$40.82
		TXN00020137		INGRAM BOOKS	\$33.18
		TXN00020206		INGRAM BOOKS	\$29.95
		TXN00020211		INGRAM BOOKS	\$191.26
		TXN00020213		REGISTRATION - AR TRIP#15-079	\$265.00
		TXN00020245		INGRAM BOOKS	\$109.41
		TXN00020254		INGRAM BOOKS	\$100.45
		TXN00020255		SIGN/DISPLAY HOLDERS	\$205.01
		TXN00020259		INGRAM BOOKS	\$148.93
		TXN00020263		POLK DIRECTORY	\$336.66
		TXN00020271		RECORDED BOOKS DIGITAL BOOK	\$88.20
		TXN00020282		MCNAUGHTON BOOKS	\$314.94
		TXN00020287		INGRAM BOOKS	\$101.43
		TXN00020288		INGRAM BOOKS	\$136.64
		TXN00020296		PAPER	\$23.23
		TXN00020317		INGRAM BOOKS	\$1,535.29
		TXN00020319		SIGN HOLDERS	\$128.65
		TXN00020329		DISPLAY RACKS	\$506.97
		TXN00020338		DISPENSER, ADHESIVE, TAPE	\$194.53
		TXN00020341		INGRAM BOOKS	\$215.03
		TXN00020349		OVERDRIVE DIGITAL BOOKS	\$218.00
		TXN00020363		INGRAM BOOKS	\$120.40
		TXN00020385		INGRAM BOOKS	\$461.42
		TXN00020392		INGRAM BOOKS	\$367.12
		TXN00020394		OVERDRIVE DIGITAL BOOKS	\$587.59
		TXN00020400		INGRAM BOOKS	\$39.29
		TXN00020404		VALUE LINE DATABASE	\$3,941.67
		TXN00020406		INGRAM BOOKS	\$278.07
		TXN00020415		AMAZON BOOKS	\$52.14



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020430	221335	INGRAM BOOKS	\$54.05
		TXN00020431		INGRAM BOOKS	\$98.52
		TXN00020436		INGRAM BOOKS	\$257.29
		TXN00020441		INGRAM BOOKS	\$286.43
		TXN00020457		INGRAM BOOKS	\$1,875.65
		TXN00020462		OFFICE SUPPLIES	\$330.21
		TXN00020471		BOOK MARKS	\$84.70
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$3,004.06
FRONTIER	S016228	3/15-509-943-3152	221209	TELEPHONE CHARGES 3/4/15 - 4/3	\$403.34
POSTMASTER		PERMIT 153-3/17	221442	POSTAGE 2/27-3/17/15	\$1,465.00
XEROX CORPORATION		078512744	221514	W7225 BASE CHRG/PRINTS-FEB	\$262.88
		078595209		W7225 BASE CHRG/PRINTS-FEB	\$177.32
		078595210		W7225 BASE CHRG/PRINTS-FEB	\$139.02
		078595211		W7225 BASE CHRG/PRINTS-FEB	\$245.10
LIBRARY TOTAL ****					\$21,351.36
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$70.23
				287243288881 1/27-2/26/15	\$23.99
				287243288881 1/27-2/26/15	\$27.84
				287243288881 1/27-2/26/15	\$17.98
				287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$67.83
				287243288881 1/27-2/26/15	\$77.31
				287243288881 1/27-2/26/15	\$63.49
				287243288881 1/27-2/26/15	\$64.80
				287243288881 1/27-2/26/15	\$67.60
				287243288881 1/27-2/26/15	\$67.61
				287243288881 1/27-2/26/15	\$67.69
BANK OF AMERICA		TXN00020203	221335	WM SUPERCENTER -REFRESHMENTS F	\$28.93
PARKS & RECREATION ADMIN TOTAL ****					\$707.36
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$12.26
BANK OF AMERICA		TXN00020178	221335	NATIONAL RECREATION -Membershi	\$390.00
		TXN00020202		C&C SMART - COFFEE SUPPLIES	\$82.74
		TXN00020238		STAPLES - PENS, FOLDERS	\$27.96
		TXN00020294		STAPLES - FIRST AID KIT	\$28.77
		TXN00020367		BACKUPIFY-P&R FACEBOOK	\$3.75
		TXN00020390		DRI OMRON HEALTHCARE - BLOOD	\$23.46
		TXN00020433		ORIENTAL TRADING CO - PRIZES F	\$123.64
		TXN00020437		OFFICE DEPOT - BINDERS	\$56.94



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020463	221335	AMAZON MKTPLACE PMTS - TV MOUN	\$49.34
BROWN, JUSTIN		15-090 BROWN	221053	REC EVENT/ELLENSBURG/BROWN	\$25.00
BUCKSKIN GOLF CLUB		2015 REFEREES	221475	YOUTH BBALL REFEREES-2015	\$8,047.26
CAMARENA, DANA		FEBRUARY 2015	221054	SALSA INSTRUCTOR-FEB'15	\$1,110.98
CITY OF RICHLAND CO-OP PRESCHOOL		WINTER 2015	221402	PRESCHOOL CO-OP 12/11/14-3/4	\$840.00
FERGUSON, PHYLLIS M			221411	C14-009 PRESCHOOL CLASS	\$980.00
MAYFIELD FITNESS		901355	221099	PULLY CABLE-VECTRA MACHINE	\$84.71
		901356		ARM CLUTCH-VECTRA MACHINE	\$436.40
MID COLUMBIA ENGINEERING INC	P054820	ST007234	221257	RP3 - GENERAL EDUCATION	\$1,013.58
MILLER, JO ANN		FEBRUARY 2015	221102	CLASS INSTRUCTOR-FEB	\$499.62
OXARC INC		R327167	221437	HELIUM TANK RENTAL	\$7.29
TREASURE VALLEY COFFEE CO		102586	221312	RCC COFFEE DELIVERY	\$53.61
XEROX CORPORATION		078512718	221514	W7855 BASE CHRG/PRINTS-FEB	\$184.10
				W7855 BASE CHRG/PRINTS-FEB	\$231.35
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$36.22
				PHONE CHARGES 2/23-3/22/15	\$93.63
				PHONE CHARGES 2/23-3/22/15	\$6.04
ZAYO GROUP HOLDINGS INC DBA	P054925	3/2015-008113	221333	INTERNET FEES ANNUAL COST	\$102.13
PARKS & REC - RECREATION TOTAL ****					\$14,550.78
Division:	335	PARKS & REC - PARKS&FACILITIES			
AIREFCO INC		3378138	221473	RELAY COILS/TERMINAL	\$47.99
AMERICAN ROCK PRODUCTS INC		222938	221043	TOP COURSE	\$684.94
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$18.18
				287243288881 1/27-2/26/15	\$18.72
				287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$30.97
B AND B TRAILERS LLC	S016231	974	221387	LANDSCAPE TRAILER, 6' X 10'	\$2,451.77
BANK OF AMERICA		TXN00020089	221335	GRIGGS ACE HARDWARE - irrigati	\$40.45
		TXN00020090		AIREFCO/V-BELT,SCALE WIRELESS	\$256.17
		TXN00020092		GRIGGS ACE HARDWARE - blades	\$24.97
		TXN00020100		FRONTIER FENCE INC - gate latc	\$86.01
		TXN00020110		DEPENDABLE APPLIANCE/FACE	\$103.85
		TXN00020119		ACE HARDWARE/DOOR HARDWARE	\$7.59
		TXN00020121		PARTS DR/DISPENSER FACADE	\$25.22
		TXN00020128		EWING IRRIGATION PRD#181 - irr	\$376.30
		TXN00020135		ACE HARDWARE - volleyball thre	\$21.71
		TXN00020142		BEAVER BARK LTD - concrete	\$155.95
		TXN00020156		GRIGGS ACE HARDWARE - propane	\$77.04
		TXN00020175		SHERWIN WILLIAMS #8461 - paint	\$341.96
		TXN00020181		GRIGGS ACE HARDWARE - hooks ca	\$7.52



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020188	221335	BAVCO - water parts	\$83.39
		TXN00020199		KIE SUPPLY- IRRIGATI - irrig s	\$60.22
		TXN00020210		IN DESERT GREEN TURF, sod	\$367.19
		TXN00020227		SHERWIN WILLIAMS #8461 - paint	\$230.67
		TXN00020230		G AND R AG PRODUCTS INC - clam	\$138.37
		TXN00020237		ACE HARDWARE - blades, saw	\$242.16
		TXN00020241		THE HOME DEPOT #4746 - deckin	\$1,215.63
		TXN00020242		GRIGGS ACE HARDWARE - utility	\$26.57
		TXN00020244		GRIGGS ACE HARDWARE - irrig su	\$9.21
		TXN00020261		HARBOR FREIGHT TOOLS 49 - tie	\$13.02
		TXN00020269		STEEBERS LOCK SERVICE - keys	\$77.08
		TXN00020275		EWING IRRIGATION PRD#181 - irr	\$81.00
		TXN00020277		SHERWIN WILLIAMS #8461 - paint	\$240.99
		TXN00020281		OXARC/NYLON GLOVES	\$182.12
		TXN00020284		GRIGGS ACE HARDWARE - knife	\$4.97
		TXN00020286		THE HOME DEPOT #4746 - spray p	\$22.89
		TXN00020292		THE HOME DEPOT #4746 - spray p	\$11.45
		TXN00020295		MILLER PAINT KENNEWICK - paint	\$280.10
		TXN00020298		THE HOME DEPOT #4746 - drywall	\$29.34
		TXN00020302		GRIGGS ACE HARDWARE - hose ada	\$27.65
		TXN00020314		ACE HARDWARE/CLIP GRIP	\$6.82
		TXN00020320		THE HOME DEPOT #4746 - drill b	\$232.85
		TXN00020323		PROBUILD NORTHWEST #713 - sidi	\$149.61
		TXN00020342		TACOMA SCREW/QUICK CONNECTS	\$149.63
		TXN00020353		EWING IRRIGATION PRD#181 - irr	\$114.79
		TXN00020361		AT&T/ PHONES FOR FACILITIES	\$13.91
		TXN00020362		GRIGGS ACE HARDWARE - irrig su	\$88.10
		TXN00020366		STEEBERS LOCK SERVICE - latch	\$85.79
		TXN00020379		GRIGGS ACE HARDWARE - cable ti	\$39.05
		TXN00020380		ARCO/FUEL	\$42.15
		TXN00020383		SHERWIN WILLIAMS #8461 - paint	\$238.50
		TXN00020387		LOWES #00249 - fertilizer	\$136.77
		TXN00020393		HOLIDAY INNS/HOTEL SCOTT MOORE	\$530.52
		TXN00020407		THE HOME DEPOT #4746 - casters	\$52.84
		TXN00020413		STEEBERS LOCK SERVICE - key	\$15.20
		TXN00020414		BALTIMORE AIRCOIL/PARTS KIT	\$143.35
		TXN00020423		EWING IRRIGATION PRD#181 - irr	\$62.54
		TXN00020424		GRIGGS ACE HARDWARE - fogger	\$10.31
		TXN00020426		ACE HARDWARE - anchors	\$6.51
		TXN00020434		EWING IRRIGATION PRD#181 - fie	\$385.75
		TXN00020438		MILLER PAINT KENNEWICK - paint	\$136.36



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020442	221335	SIEMENS INDUSTRY INC - registr	\$1,695.00
		TXN00020445		COSTCO WHSE #0486 - supplies	\$45.99
		TXN00020446		SHERWIN WILLIAMS #8461 - field	\$232.78
		TXN00020447		STEEBERS LOCK SERVICE - keys	\$11.90
		TXN00020450		WAL-MART #3261 - supplies	\$28.56
		TXN00020461		FRONTIER FENCE INC - tension b	\$64.07
		TXN00020466		G AND R AG PRODUCTS INC - teej	\$39.24
		TXN00020470		MILLER PAINT KENNEWICK - paint	\$130.37
		TXN00020474		ACE HARDWARE/TOWELS, BLEACH	\$15.33
BASIN SOD INC		9693	221045	SOD DELIVERY	\$326.22
BEDROCK SPECIALTY STONE PRODUCTS		46833	221389	BROWN BASALT	\$135.75
BLACKS WHOLESALE DISTRIBUTING INC		1364847	221474	BELIMO ACTUATORS	\$403.21
BLUE TARP FINANCIAL INC	S016207	32497643	221170	100 GALLON PCO SPRAYER SKID TA	\$1,949.99
	S016207			SHIPPING	\$462.95
CASCADE NATURAL GAS CORP		2/15-51897100007	221057	NAT GAS 1005 SWIFT 1/15-2/17	\$10.85
		2/15-73638100005		NAT GAS 500 AMON 1/15-2/17	\$2,035.68
		2/15-75997100005		NAT GAS 871 GW WAY 1/15-2/17	\$1,768.59
		2/15-80577100003		NAT GAS BLDG 200 1/14-2/12	\$3,004.61
		2/15-90577100002		NAT GAS BLDG 300 1/14-2/12	\$5,898.99
		2/15-96738100005		NAT GAS 505 SWIFT 1/15-2/17	\$2,645.40
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$1,355.39
				CITY UTILITY BILLS/FEB 2015	\$77.78
				CITY UTILITY BILLS/FEB 2015	\$106.45
				CITY UTILITY BILLS/FEB 2015	\$104.81
				CITY UTILITY BILLS/FEB 2015	\$116.49
				CITY UTILITY BILLS/FEB 2015	\$95.34
				CITY UTILITY BILLS/FEB 2015	\$118.47
				CITY UTILITY BILLS/FEB 2015	\$3,146.00
				CITY UTILITY BILLS/FEB 2015	\$124.06
				CITY UTILITY BILLS/FEB 2015	\$149.69
				CITY UTILITY BILLS/FEB 2015	\$939.69
				CITY UTILITY BILLS/FEB 2015	\$110.24
				CITY UTILITY BILLS/FEB 2015	\$1,261.20
				CITY UTILITY BILLS/FEB 2015	\$81.66
				CITY UTILITY BILLS/FEB 2015	\$1,010.16
				CITY UTILITY BILLS/FEB 2015	\$95.00
				CITY UTILITY BILLS/FEB 2015	\$90.45
				CITY UTILITY BILLS/FEB 2015	\$1,073.16
				CITY UTILITY BILLS/FEB 2015	\$84.21
				CITY UTILITY BILLS/FEB 2015	\$1,086.99
				CITY UTILITY BILLS/FEB 2015	\$878.23



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$1,152.62
				CITY UTILITY BILLS/FEB 2015	\$1,153.61
				CITY UTILITY BILLS/FEB 2015	\$157.75
				CITY UTILITY BILLS/FEB 2015	\$97.90
				CITY UTILITY BILLS/FEB 2015	\$273.65
				CITY UTILITY BILLS/FEB 2015	\$564.15
				CITY UTILITY BILLS/FEB 2015	\$605.31
				CITY UTILITY BILLS/FEB 2015	\$474.66
				CITY UTILITY BILLS/FEB 2015	\$706.78
				CITY UTILITY BILLS/FEB 2015	\$827.55
				CITY UTILITY BILLS/FEB 2015	\$29.57
				CITY UTILITY BILLS/FEB 2015	\$75.65
				CITY UTILITY BILLS/FEB 2015	\$427.42
				CITY UTILITY BILLS/FEB 2015	\$420.10
				CITY UTILITY BILLS/FEB 2015	\$386.34
				CITY UTILITY BILLS/FEB 2015	\$367.88
				CITY UTILITY BILLS/FEB 2015	\$340.10
				CITY UTILITY BILLS/FEB 2015	\$261.60
				CITY UTILITY BILLS/FEB 2015	\$292.87
				CITY UTILITY BILLS/FEB 2015	\$185.35
				CITY UTILITY BILLS/FEB 2015	\$250.42
				CITY UTILITY BILLS/FEB 2015	\$895.44
				CITY UTILITY BILLS/FEB 2015	\$906.67
				CITY UTILITY BILLS/FEB 2015	\$230.63
				CITY UTILITY BILLS/FEB 2015	\$230.29
				CITY UTILITY BILLS/FEB 2015	\$229.00
				CITY UTILITY BILLS/FEB 2015	\$221.75
				CITY UTILITY BILLS/FEB 2015	\$206.97
				CITY UTILITY BILLS/FEB 2015	\$206.08
				CITY UTILITY BILLS/FEB 2015	\$196.15
				CITY UTILITY BILLS/FEB 2015	\$194.85
				CITY UTILITY BILLS/FEB 2015	\$186.85
				CITY UTILITY BILLS/FEB 2015	\$293.20
				CITY UTILITY BILLS/FEB 2015	\$22.60
				CITY UTILITY BILLS/FEB 2015	\$35.88
				CITY UTILITY BILLS/FEB 2015	\$33.85
				CITY UTILITY BILLS/FEB 2015	\$31.36
				CITY UTILITY BILLS/FEB 2015	\$29.82
				CITY UTILITY BILLS/FEB 2015	\$29.95
				CITY UTILITY BILLS/FEB 2015	\$857.98
				CITY UTILITY BILLS/FEB 2015	\$27.88



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$27.16
				CITY UTILITY BILLS/FEB 2015	\$24.72
				CITY UTILITY BILLS/FEB 2015	\$23.13
				CITY UTILITY BILLS/FEB 2015	\$36.00
				CITY UTILITY BILLS/FEB 2015	\$22.83
				CITY UTILITY BILLS/FEB 2015	\$826.58
				CITY UTILITY BILLS/FEB 2015	\$19.70
				CITY UTILITY BILLS/FEB 2015	\$19.60
				CITY UTILITY BILLS/FEB 2015	\$16.59
				CITY UTILITY BILLS/FEB 2015	\$16.54
				CITY UTILITY BILLS/FEB 2015	\$16.28
				CITY UTILITY BILLS/FEB 2015	\$15.61
				CITY UTILITY BILLS/FEB 2015	\$13.54
				CITY UTILITY BILLS/FEB 2015	\$11.28
				CITY UTILITY BILLS/FEB 2015	\$10.29
				CITY UTILITY BILLS/FEB 2015	\$6.29
				CITY UTILITY BILLS/FEB 2015	\$22.97
				CITY UTILITY BILLS/FEB 2015	\$56.84
				CITY UTILITY BILLS/FEB 2015	\$66.36
				CITY UTILITY BILLS/FEB 2015	\$59.46
				CITY UTILITY BILLS/FEB 2015	\$36.14
				CITY UTILITY BILLS/FEB 2015	\$54.66
				CITY UTILITY BILLS/FEB 2015	\$52.33
				CITY UTILITY BILLS/FEB 2015	\$51.08
				CITY UTILITY BILLS/FEB 2015	\$50.02
				CITY UTILITY BILLS/FEB 2015	\$48.03
				CITY UTILITY BILLS/FEB 2015	\$36.32
				CITY UTILITY BILLS/FEB 2015	\$40.32
				CITY UTILITY BILLS/FEB 2015	\$39.47
				CITY UTILITY BILLS/FEB 2015	\$64.89
				CITY UTILITY BILLS/FEB 2015	\$36.19
				CITY UTILITY BILLS/FEB 2015	\$43.70
		2/2015-24	221398	#24 LANDFILL FEES	\$4,369.12
COFFEY REFRIGERATION		067769	221065	REPLACE DEFROST CONTROL	\$1,409.28
EFC EQUIPMENT LLC		3900	221410	REPAIR MOWER	\$103.16
EWING IRRIGATION PRODUCTS INC		9196732	221075	TURFACE	\$1,000.79
G & R AG PRODUCTS INC		2150600-0001-02	221082	GPS ANTENNA	\$405.73
GRAINGER	S016226	9678292740	221213	ALTERNATING RELAY ITEM #6MPP1	\$328.27
	S016226	9678674301		HOOR METER ITEM #6X137	\$347.82
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		918165	221487	COVER PLATES	\$4.97



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KING COUNTY DIRECTORS ASN PURCHASING DEPT DBA	S016133	3887727	221426	REPAIR ROOF ON FIRE STATION 71	\$9,566.64
MCDONALD'S & ASSOCIATES INC		022415	221255	TOPSOIL DELIVERY	\$152.04
MP CONSTRUCTION INC	P054870	1501-27-01	221260	FURNISH AND INSTALL NEW METAL	\$1,588.82
OXARC INC		50719PS	221266	APPARATUS REPAIRS	\$44.63
		F309222	221106	ANNUAL FIRE EXT MAINT-LANDFILL	\$290.72
		F317542	221494	FIRE EXTINGUISHER MAIN	\$49.03
		R309796	221106	ACETYLENE CYLINDERS	\$189.09
		R309799		CO2 LIQUID-POOL	\$97.47
		R321535		CO2 LIQUID-POOL	\$97.74
		R327399	221494	CO2 LIQUID UNIT	\$97.79
RICHLAND ACE HARDWARE		209161	221498	QT VALVE	\$9.76
		45307		DRAIN CLEANER	\$9.76
		45457		ADAPTER SOCKET/FASTENERS	\$11.39
		45459		NIPPLES/BUSHINGS	\$33.38
		45480		HAND HELD SPREADER	\$19.30
STONEWAY ELECTRIC SUPPLY		S101125202.003	221125	CFL BULBS	\$37.27
		S101125202.004		CFL BULBS	\$195.65
		S101141580.001		METAL HALIDE LAMPS	\$217.97
		S101145866.001		HP SODIUM BALLAST	\$74.61
		S101147328.001	221297	DIMMING BALLASTS	\$512.73
		S101166538.001		FLOODLIGHT/LED COOL LIGHTS	\$563.01
TALENT WISE INC		92547400	221502	BACKGROUND CHECKS-FEB	\$48.00
THE PERSONAL TOUCH CLEANING INC		51798	221504	JANITORIAL SRVCS-BLDG 100	\$3,160.28
		51799		JANITORIAL SRVCS-BLDG 200	\$576.44
		51800	221450	JANITORIAL SRVCS-300 BLDG	\$1,015.21
		51837	221504	JANITORIAL SRVCS-RCC	\$2,756.80
		51838		JANITORIAL SRVCS-LIBRARY	\$4,330.09
THE SHERWIN WILLIAMS CO		0032-6	221129	EXTERIOR PAINT	\$109.62
		9396-7	221303	FLOOR PAPER/PAINT	\$212.95
THERMAL SUPPLY INC		5814194	221506	COMPRESSOR	\$667.12
TRI CITIES BATTERY & AUTO REPAIR		102043	221509	MARINE BATTERIES	\$585.90
WALLA WATER INC DBA		13928	221140	REPAIR DOOR CABLES-W1 BLDG 200	\$1,018.67
		13950	221463	FS73-REPAIR BAY DOOR	\$1,188.97
WILBUR ELLIS COMPANY		8716788	221513	GRASS SEED	\$532.68
WILDWOOD PLAYGROUNDS NW	S016149	9510	221146	FREIGHT	\$1,129.44
	S016149			SURFACE MAX #WP4211 100 CU YDS	\$2,363.14
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$94.94
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$101,499.34
Division: 338 PARKS & REC - PROJECT ADMIN					
RICHLAND ACE HARDWARE		45236	221498	PADLOCKS	\$40.16



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WA STATE DEPARTMENT OF ECOLOGY		VL15065002	221139	CP MARINA-ENVIROMENTAL SRVCS	\$111.27
PARKS & REC - PROJECT ADMIN TOTAL ****					\$151.43
Division: 900 NON-DEPARTMENTAL					
CITY OF PASCO		M022315	221061	ANIMAL SHELTERING-FEB	\$19,943.47
WASHINGTON CITIES INSURANCE AUTHORITY		FEB 2015	221324	WCIA CLAIMS PAID-FEB 2015	\$1,040.06
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$42.21
NON-DEPARTMENTAL TOTAL ****					\$21,025.74
GENERAL FUND Total ***					\$464,495.39
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
AMERIGAS		66193276	221158	APP & S PARTS/FITTINGS	\$12.49
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$155.19
				287243288881 1/27-2/26/15	\$12.26
BANK OF AMERICA		TXN00020325	221335	STERLING'S - SAFETY BREAKFAST	\$145.73
				STERLING'S - 15% TIP	\$21.86
		TXN00020352		XTREMEGUARD -SCREEN PROTECTOR	\$12.99
		TXN00020355		WALMART-TABLET CASES	\$36.86
		TXN00020399		RAILROAD EDUCATION-TRAINING CR	\$30.00
BENTON PUD		3/15-72866300000	221168	RICHLAND WYE LIGHTS 1/27-2/26	\$54.82
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$886.20
				CITY UTILITY BILLS/FEB 2015	\$78.84
G & R AG PRODUCTS INC		2150487-0001-02	221082	BUSHINGS	\$1.72
	S016151	2150874-0001-02	221416	ADJUST TAX	(\$0.01)
	S016151			FREIGHT	\$396.35
	S016151			GASOLINE POWERED BREAKER WITH	\$4,035.85
HERTZ EQUIPMENT RENTAL CORP		27889750-001	221090	LIQUID PROPANE	\$127.40
		27890985-001		LIQUID PROPANE	\$69.76
		27898960-001	221220	LIQUID PROPANE	\$86.66
		27902056-001		LIQUID PROPANE	\$84.07
		27904106-001		LIQUID PROPANE	\$65.00
		27906924-001		LIQUID PROPANE	\$68.03
INTERNATIONAL MUNICIPAL SIGNAL ASSN		NW1502-301	221225	LEVEL 1 CERT CLASS-ADRIAN	\$250.00
NORTHWEST SIGN RECYCLING LLC		2022/2023	221265	HYDROSTRIPPING	\$675.14
OXARC INC		50719PS	221266	APPARATUS REPAIRS	\$44.63
RICHLAND ACE HARDWARE		209120	221498	PIPE WRENCH	\$32.57
STONEWAY ELECTRIC SUPPLY		S101159232.001	221297	SERVICE CORD	\$52.78
TRAFFIC SAFETY SUPPLY CO INC	S016163	993144	221132	SIGN POST, 12' LONG, 2" DIAMET	\$1,417.23
	S016163			CORNER BOLT, 5/16" WITH NUT, F	\$29.87
	S016163			CANTILEVER BRACKET, #500 20-5/	\$563.89



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRAFFIC SAFETY SUPPLY CO INC	S016163	993144	221132	SIGN POST, 10' LONG, 2" DIAMET	\$608.70
WILBUR ELLIS COMPANY		8690307	221330	ESPLANADE-HERBICIDE	\$2,819.91
		8695236		HERBICIDES	\$2,221.55
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$24.15
STREETS MAINTENANCE TOTAL ****					\$15,122.49
Division:	402	ARTERIAL STREETS			
PREMIER EXCAVATION INC	P054541	C169-14/PYMT 3	221114	AUXILIARY TRACK ADDITION - 169	\$268,267.07
WATTS CONSTRUCTION INC	P054113	C106-14/FINAL	221466	ROBERTSON DR EXTENSION, ROAD A	\$19,329.32
ARTERIAL STREETS TOTAL ****					\$287,596.39
CITY STREETS Total ***					\$302,718.88
FUND	110	LIBRARY			
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00020367	221335	BACKUPIFY-LIBRARY FACEBOOK	\$3.75
UNITED PARCEL SERVICE	S016245	000986641125	221455	GROUND PKG TO UNIVERSITY OF WI	\$5.19
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$146.91
LIBRARY TOTAL ****					\$155.85
LIBRARY Total ***					\$155.85
FUND	112	INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$34.08
BANK OF AMERICA		TXN00020197	221335	STARBUCKS-PROJECT SUNRISE BRKF	\$32.47
CITY OF RICHLAND		030915	221062	C44-15 GROUND LEASE-RECORD FEE	\$80.00
		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$232.19
TRI CITY REGIONAL CHAMBER OF COMMERCE		36617	221315	TCRCC MEMBER DUES 2015	\$2,100.00
XEROX CORPORATION		078512719	221332	W7855 BASE CHR/PRINTS-FEB	\$31.77
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$26.71
ECONOMIC DEVELOPMENT TOTAL ****					\$2,537.22
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$50.26
PERMIT SURVEYING INC		12023-8	221495	RAIL RIGHT OF WAY-BLA	\$180.00
		14037-5		HRBC LOT CREATION-SHORT PLATS	\$990.00
		15020-1		CHILL BUILD-DRAFT SURVEYS	\$1,440.00
		15023-1		RESOLVE RTLP LEGAL DESCRIPTION	\$270.00
		15030-1		HENDERSON LP-BLA O'NEIL/CLONTZ	\$270.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$3,200.26
INDUSTRIAL DEVELOPMENT FUND Total ***					\$5,737.48



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division: 131	CJST POLICE ACTIVITY				
MOTOROLA SOLUTIONS INC	P054953	13053261	221259	H885BK ENH: 2 YR SFS LITE	\$364.90
	P054953			B18CR ADD: AUXILARY SPKR 7.5 W	\$195.48
	P054953			W22BA ADD: PALM MICROPHONE	\$234.58
	P054953			PMMN4099A AUDIO ACCESSORY REMO	\$390.96
	P054953			G24AX UNH: 2 YR REPAIR SERVICE	\$525.62
	P054953			PMNN4403B BATT STD IP67 LIION2	\$882.70
	P054953			G67BC ADD: REMOTE MOUNT MID PO	\$967.63
	P054953			G442AJ ADD: O5 CONTROL HEAD	\$1,407.46
	P054953			QA02756AA ADD: 9600 TRUNKING O	\$5,115.06
	P054953			QA02756AC ENH: 9600 OR 3600 SI	\$5,115.06
	P054953			M25URS9PW1AN APX6500 7/800 MHZ	\$6,186.94
	P054953			H98UCF9PW6AN APX6000 700/800 M	\$7,167.60
	P054953			WPLN7080A CHR IMP SUC EXT	\$407.25
MPH INDUSTRIES INC	P054952	663995	221261	ENFORCER KA-BAND DUAL ANTENNA	\$3,690.23
CJST POLICE ACTIVITY TOTAL ****					\$32,651.47
CRIMINAL JUSTICE SALES TAX Total ***					\$32,651.47
FUND 150	HOTEL/MOTEL FUND				
Division: 307	HOTEL/MOTEL TAX				
TRI CITIES VISITOR & CONVENTION BUREAU		153782	221313	TCVCB MONTHLY DUES-FEB 2015	\$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		FEB 2015	221313	SPECIAL LODGING ACCESS FEB'15	\$26,484.84
TOURISM PROMOTION AREA TOTAL ****					\$26,484.84
SPECIAL LODGING ASSESSMENT Total ***					\$26,484.84
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division: 000					
US DEPARTMENT OF HUD		2014 RLF INTEREST	221136	2014 CDBG INTERST EARNINGS	\$499.19
UNASSIGNED TOTAL ****					\$499.19
Division: 308	CDBG PROGRAM				
TRI CITY HERALD	S016243	14155320	221453	CDBG PROGRAM ANNUAL ACTION PLA	\$100.85
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$6.32
				PHONE CHARGES 2/23-3/22/15	\$6.04



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CDBG PROGRAM TOTAL ****					\$113.21
COMMUNITY DEV BLOCK GRANT Total ***					\$612.40
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
STEWART TITLE OF THE TRI-CITIES		DPA 15-04	221296	HOME DPA/LEDBETTER/703 ABBOT	\$10,000.00
TRI CITY HERALD	S016243	14155320	221453	CDBG PROGRAM ANNUAL ACTION PLA	\$100.84
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$6.32
HOME PROGRAM TOTAL ****					\$10,107.16
HOME FUND Total ***					\$10,107.16
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
CULTURAL RESOURCE CONSULTANTS INC	P054877	2015-012	221070	DUPORTAIL ST RECONSTRUCTION -	\$2,849.70
DAILY JOURNAL OF COMMERCE		3297761	221195	SLURRY SEAL BID CALL AD	\$249.60
LOW, ALBERT J		1904 HOWELL	221430	SIDEWALK REPAIR-1904 HOWELL	\$271.50
ARTERIAL STREETS TOTAL ****					\$3,370.80
STREETS CAPITAL CONSTRUCTION Total ***					\$3,370.80
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BEAVER BARK & ROCK		663065	221046	BARK	\$102.04
		663110		BARK	\$102.04
		663149		BARK	\$102.04
		663200		BARK	\$102.04
		663213		BARK	\$51.02
DESIGN WEST ARCHITECTS	P054913	C19-15/PYMT 2	221409	DESIGN SERVICES FOR JOHN DAM P	\$12,080.00
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	P054663	903218	221237	2" CLASS 200 PVC IRRIGATION PI	\$291.48
	P054663			2" BRASS BALL VALVE	\$257.33
	P054663			MARLEX SWING JOINT ASSEMBLY 12	\$298.53
	P054663			1" CLASS 200 PVC IRRIGATION PI	\$273.67
	P054663			4" BRASS GATE VALVE	\$119.46
	P054663			RAINBIRD F4PC-14 NOOZLE	\$193.13
	P054663			26" X 20" JUMBO VALVE BOX	\$199.45
	P054663			1.25" CLASS 200 PVC IRRIGATION	\$219.81
	P054663			3" CLASS 200 PVC IRRIGATION PI	\$417.02
	P054663			RAINBIRD F4PC-08 NOOZLE	\$1,502.16
	P054663			10" X 16" STANDARD VALVE BOX	\$19.22
	P054663			price adjustment	\$0.01
	P054663			HUNTER MP1000	\$33.43



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	P054663	903218	221237	2.5" CLASS 200 PVC IRRIGATION	\$430.92
	P054663			RAINBIRD 1" PEB VALVE	\$56.95
	P054663			4" CLASS 200 PVC IRRIGATION PI	\$854.25
	P054663			RAINBIRD 2" PED VALVE	\$524.76
	P054663			RAINBIRD F4FC-08 NOOZLE	\$515.02
	P054663			CONTROL WIRE #14 UF, 600 LF WH	\$486.53
	P054663			RAINBIRD F4FC-04 NOZZLE	\$42.92
	P054663			1.5" CLASS 200 PVC IRRIGATION	\$173.22
	P054663			HUNTER MP2000	\$44.57
POW CONTRACTING	P054712	C176-14/PYMT 3	221113	CONTRACT 176-14 FOR COLUMBIA	\$92,330.91
SUNBELT RENTALS INC			221127	REARTINE TILLER RNTL 2/20-2/21	\$132.87
SWCA INC	P053766	37830	221128	CONTRACT WITH SWCA FOR HOWARD	\$7,150.91

PARKS & REC PROJECTS TOTAL ****

\$119,107.71

PARK PROJECT CONSTRUCTION Total ***

\$119,107.71

FUND 401

ELECTRIC UTILITY FUND

Division: 000

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P054891	3627-543893	221068	LAMP, METAL HALIDE 175W MEDIUM	\$206.34
	P054891			LAMP HPS, 200W, MOGUL BASE,	\$215.03
	P054891			LAMP MERCURY VAPOR, 175 WATT,	\$223.72
	P054891			LAMP HPS, 400W, MOGUL BASE,	\$235.66
	P054891			LAMP HPS, 100W, MOGUL BASE,	\$871.19
	P054891			LUMINAIRE HPS, 200 WATT MULTI-	\$3,583.80
GRAINGER	P054960	9673578176	221214	ADHESIVE 3M SUPER WEATHERSTRIP	\$126.80
GRAYBAR ELECTRIC CO INC	S016165	977343741	221085	CUTOUT 100 AMP LOADBREAK 15KV	\$6,614.98
	P054987	977580397	221417	CLAMP, HOTLINE BRONZE HUBBELL	\$924.19
HD SUPPLY POWER SOLUTIONS LTD	P054769	2760673-04	221218	TERMINAL, COMP 4/0 STR, 2-HOLE	\$90.70
	P054857	2776855-00	221088	METER,RING, EKSTROM STAINLESS	\$608.16
	P054847	2779316-00	221218	SLEEVE SHRINK,1.100-.375 X 12"	\$238.92
	P054847			SLEEVE SHRINK,.750-.220 X 9",	\$360.55
	P054847			SLEEVE SHRINK,1.500-.500 X 12"	\$374.67
	P054847	2779316-01		SLEEVE 1/0 TRIPLEX NEUTRAL, #2	\$130.32
	P054897	2783591-00	221420	FUSELINK,6K,REMOVEABLE HEAD	\$36.92
	P054897			FUSELINK,10K,REMOVEABLE HEAD	\$160.73
NORTHWEST CONSTRUCTION		2015-000006	221435	2365 LINDBERG-REFUND EXT FEES	\$1,558.99
STONEMAN ELECTRIC SUPPLY		S101178288.001	221297	RETURN PHOTO CONTROL	(\$135.32)
VALMONT INDUSTRIES INC	S016126	CD289000012	221459	STANDARD, STEEL DIRECT BURY	\$2,638.98
WESCO DISTRIBUTION INC	P054413	598047	221467	SLEEVE, COPPER 1/0 - 250 MCM,	\$346.00

TOTAL ****

\$19,411.33

Division: 501 BUSINESS SERVICES



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$14.17
				287243288881 1/27-2/26/15	\$13.50
				287243288881 1/27-2/26/15	\$12.41
				287243288881 1/27-2/26/15	\$12.49
				287243288881 1/27-2/26/15	\$32.97
				287243288881 1/27-2/26/15	\$13.26
				287243288881 1/27-2/26/15	\$12.94
				287243288881 1/27-2/26/15	\$12.26
				287243288881 1/27-2/26/15	\$15.97
				287243288881 1/27-2/26/15	\$13.91
				287243288881 1/27-2/26/15	\$38.41
				287243288881 1/27-2/26/15	\$12.80
				287243288881 1/27-2/26/15	\$14.35
				287243288881 1/27-2/26/15	\$14.46
				287243288881 1/27-2/26/15	\$14.61
				287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$36.68
				287243288881 1/27-2/26/15	\$28.17
				287243288881 1/27-2/26/15	\$30.97
				287243288881 1/27-2/26/15	\$219.30
				287243288881 1/27-2/26/15	\$16.46
				287243288881 1/27-2/26/15	\$17.06
				287243288881 1/27-2/26/15	\$19.67
				287243288881 1/27-2/26/15	\$20.12
				287243288881 1/27-2/26/15	\$20.72
				287243288881 1/27-2/26/15	\$27.84
BANK OF AMERICA		TXN00020307	221335	GOTOCITRIX-GOTOMTG MONTHLY FEE	\$20.64
CITY OF RICHLAND		15-077 LARKIN	221063	NEMS MTG/PORTLAND/LARKIN	\$424.60
		15-085 HAMMOND	221188	NEMS-PPC MTGS/PORTLAND/HAMMOND	\$418.60
		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$745.16
KELLEY'S TELE-COMMUNICATIONS INC	P054840	022403012015	221095	AFTER HOURS EMERGENCY CALL SER	\$189.50
NORTHWEST PUBLIC POWER ASSOCIATION		112891	221264	HUMAN RESOURCES ANALYST AD	\$110.00
UNITED PARCEL SERVICE	S016220	000986641105	221134	GROUND PKG TO MT HOOD FASTENER	\$3.77
VERIZON WIRELESS	P054759	9740820492	221138	WIRELESS DATACARD FOR R. HAMMO	\$40.01
WASHINGTON CITIES INSURANCE AUTHORITY		FEB 2015	221324	WCIA CLAIMS PAID-FEB 2015	\$13,161.56
XEROX CORPORATION	P054714	078512725	221332	XEROX LEASES FOR 2015:	\$296.81
	P054714	078512726		XEROX LEASES FOR 2015:	\$321.18
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$121.94
				PHONE CHARGES 2/23-3/22/15	\$52.37
				PHONE CHARGES 2/23-3/22/15	\$53.32
				PHONE CHARGES 2/23-3/22/15	\$116.57



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$100.16
BUSINESS SERVICES TOTAL****					\$16,923.75
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN096543	221150	XEROX 6605 MAINT 2/23-3/22	\$20.28
BANK OF AMERICA		TXN00020279	221335	BENTON CO AUDITOR - recording	\$149.00
		TXN00020318		STAPLES - WHITEBOARD	\$61.66
		TXN00020335		STAPLES - LABELS	\$8.46
BIRCHER, JOSEPH		15-051 BIRCHER	221051	BID-CONTRACT TRNG/BIRCHER	\$50.15
GEODIGITAL INTERNATIONAL CORP	P054139	GDC-MN22193	221210	FME Integration for Richland	\$3,100.00
HILL, KELLY		15-052 HILL	221091	BID-CONTRACT TRNG/HILL	\$50.15
WATER SOLUTIONS INC	P054903	10544	221325	DCS (703) BDLG WATER UNIT RENT	\$13.59
ELECTRICAL ENGINEERING TOTAL****					\$3,453.29
Division:	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC	P055022	221210	221156	ROCK 5/8" O CRUSHED PICK UP	\$218.94
	P055022			DELIVERY FEE- MIXER DELIVERY	\$293.22
	P055021	221529		DELIVERY FEE- MIXER DELIVERY	\$439.83
	P055021			ROCK 5/8" O CRUSHED PICK UP	\$328.41
	P055021	221639		DELIVERY FEE- MIXER DELIVERY	\$586.44
	P055021			ROCK 5/8" O CRUSHED PICK UP	\$437.88
	P055023	223326		ROCK 5/8" O CRUSHED PICK UP	\$32.59
	P055008	223327	221043	STANDBY TIME CONTRACTOR	\$62.55
	P055008			50% =N.C.A.=M.B.-534	\$9.12
	P055008			ENVIRONMENTAL FEE FOR	\$3.26
	P055008			ADJUST SALES TAX	\$0.01
	P055008			5-1/2 SACK CONCRETE MIX 3/4	\$273.67
	P055008	223482		ENVIRONMENTAL FEE FOR	\$4.89
	P055008			5-1/2 SACK CONCRETE MIX 3/4	\$410.51
	P055008			50% =N.C.A.=M.B.-534	\$13.68
	P055008	223659		STANDBY TIME CONTRACTOR	\$72.98
	P055008			ENVIRONMENTAL FEE FOR	\$3.26
	P055008			5-1/2 SACK CONCRETE MIX 3/4	\$273.67
	P055008			50% =N.C.A.=M.B.-534	\$9.12
BANK OF AMERICA		TXN00020136	221335	DOMINO'S-POWER OPS APPRECIATIO	\$163.33
		TXN00020143		OFFICE DEPOT-POPS PLOT TONER	\$157.45
		TXN00020304		HORIZON/SAFETY GLASSES	\$70.37
		TXN00020312		TECH PRODUCTS/POLE TAGS 4 & C	\$59.68
		TXN00020409		NWPPA-LEIP E&O CONFERENCE	\$610.00
		TXN00020410		NWPPA-MARLOW E&O CONFERENCE	\$610.00
BEAVER BARK & ROCK		662508	221388	GRAY RIVER ROCK	\$43.42
		662535		GRAY RIVER ROCK	\$19.54



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON PUD	P054851	3/15-4419818251	221392	SAFETY TRAINING 2015	\$2,708.42
	P054853	3/15-5743127752		PRE-NOTIFICATION SERVICE 2015,	\$331.40
		3/15-72866300000	221168	BADGER REPEATER 1/27-2/26	\$11.95
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$109.94
				CITY UTILITY BILLS/FEB 2015	\$2,183.83
		2/2015-1901	221398	#1901 DROP BOX DISPOSAL	\$767.84
		2/2015-28		#28 RHLD COMM TONS-LANDFILL	\$183.31
				#28 RHLD COMM TONS-LANDFILL	\$43.95
COLUMBIA GRAIN & FEED INC		131175	221405	SHARPEN CHAIN	\$156.38
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S016184	3627-5438881	221068	PHOTO CELL FOR LED STREET LIGH	\$835.68
EFC EQUIPMENT LLC		37025	221410	CHAIN LOOP	\$32.57
GRAINGER	S016226	9677699838	221213	SOCKET ADAPTER ITEM #5ECC0	\$38.96
HD SUPPLY POWER SOLUTIONS LTD	S016147	2764975-00	221218	WPFR SECONDARY POSITIONING STR	\$4,265.65
OSMOSE UTILITIES SERVICES INC	P054909	7UB-0172534	221105	UTILITY POLE TESTING FROM 1/1/	\$10,973.61
PARADISE BOTTLED WATER CO		2/15-POWER OPS	221438	BOTTLED WATER	\$20.30
PARAMOUNT COMMUNICATIONS INC	P054455	C14-088/RETAINAGE	221268	C/O #1 ADDITIONAL 20' TRENCHI	\$1,345.09
	P054455			BORING/DRILLING IN FIVE LOCATI	\$12,972.41
	P054710	C14-103/RETAINAGE		BORING AND DRILLING TWO EACH 3	\$7,410.00
REXEL INC DBA		F973580	221283	GREENLEE TAMPER ASSEMBLY	\$2,030.60
		G284253	221497	LED BULB/PHOTO CELL	\$168.94
RICHLAND ACE HARDWARE		209107	221498	SPLICERS/HEAT SHRINK TUBE	\$22.76
		209187		PVC TEES/ELBOW	\$6.03
		45400		GRASS SEED	\$26.00
		45472		ELBOW/COUPLE	\$2.03
		45528		FUNNYPIPE ELBOW	\$1.40
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T015-M3-006	221446	SLAB SAW-GOETHALS & KNIGHT ST	\$190.05
		T015-M3-007		SLAB SAW-247 GREENBROOK	\$190.05
SENSOR LINK CORPORATION	S016188	56160	221121	SENSORLINK #8-020XT	\$1,112.06
STEEBER'S LOCK SERVICE		4078	221124	12 DUPLICATE KEYS	\$51.48
STONEMAN ELECTRIC SUPPLY		S101159049.001	221297	PHOTO CONTROLS	\$18.97
UNITED PARCEL SERVICE	S016232	000986641115	221317	4 GROUND PKGS TO HJ ARNETT FOR	\$78.40
	S016245	000986641125	221455	ADDITIONAL HANDLING CHARGES FO	\$75.02
POWER OPERATIONS TOTAL ****					\$53,572.90
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00020145	221335	OFFICE DEPOT-PENCILS	\$3.86
		TXN00020220		OFFICE MAX-LETTER FILE	\$29.86
		TXN00020234		AMAZON/EYE WASH STATIONS	\$722.13
		TXN00020256		ITRON-M SUAREZ METER TRNG	\$350.00
		TXN00020260		ITRON-J FAIRCLOTH METER TRNG	\$350.00
		TXN00020272		BRADY-XFMR LABELS	\$568.79
		TXN00020274		COEUR D ALENE RESORT-DEPOSIT M	\$315.26



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020347	221335	CURRENT ELECTRIC-B. THOMPSON E	\$60.00
		TXN00020364		BRADY-CREDIT XFMR LABELS	(\$955.66)
		TXN00020422		TARGET-DISPATCH VACUUM	\$86.87
		TXN00020465		WAUKESHA SPX-PRESSURE VALVE	\$54.39
		TXN00020473		SPORTS AUTH-PEDMTR MTR READING	\$43.43
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$1,392.97
ENERGY NORTHWEST	P054848	GPD00009	221202	DEMAND RESPONSE C174-14 PROJEC	\$13,021.46
GRAINGER	S016226	9675429410	221213	BURN CREAM ITEM #39N910	\$54.48
	S016226	9675521521		ANTISEPTIC ITEM #39N904	\$86.92
	S016226	9677375306		UTILITY CART ITEM #9GRU6	\$438.23
OXARC INC		R327398	221494	MULTI GASES CYLINDER RENTALS	\$57.99
REXEL INC DBA		G264639	221283	WIRE MARKING SLEEVES	\$157.98
		G280569	221497	SWITCHBOARD CABLE	\$445.26
RICHLAND ACE HARDWARE		45506	221498	SILICONE CAULK	\$7.05
		45525		BATTERY CLAMP	\$4.88
STONEWAY ELECTRIC SUPPLY		S101171293.001	221297	LIQUID TIGHT CONDUIT	\$107.39
		S101173800.001		WIRE MARKER BOOK	\$17.96
TWIN CITY METALS INC		86827	221454	ALUMINUM FLAT BAR	\$167.24
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5020190	221137	UTILITIES LOCATE SERVICE FOR	\$208.01
WATTHOUR ENGINEERING CO INC	S014822	PS03107/CM0201	221326	MOD. #1 WNEXPRESS DEVISE	\$5,415.00
	S014822			ON SITE TRAINING	\$3,500.00
	S014822			ESTIMATED TRAVEL EXPENSES TO	\$1,000.00
	S014822			ADJUST FOR TAX RATE CHANGE	\$15.00

SYSTEMS DIVISION TOTAL ****

\$27,726.75

Division: 505 ENERGY POLICY MGMT

BANK OF AMERICA		TXN00020161	221335	STAPLES-LABEL DIVIDERS	\$192.69
		TXN00020194		STAPLES - CLIPS, NOTEBOOKS,	\$21.61
CARPENTER, JACKIE		15-054 CARPENTER	221055	BID-CONTRACT TRNG/CARPENTER	\$50.15
CITY OF RICHLAND		15-076 SENGER	221478	BPA MTG/PORTLAND/SENGER	\$525.59
		280500	221189	1312 MCPHERSON-REBATE-INS/WIN	\$2,378.50
		632100		537 HOLLY-REBATE-INS/WIN	\$617.55
DAYCO HEATING & AIR		40977	221197	1639 MOWRY#105-REBATE-HPUMP	\$1,000.00
EDGEMON, SANDI		15-078 EDGEMON	221073	PPC MTGS/PORTLAND/EDGEMON	\$211.05
EFFICIENCY SOLUTIONS LLC	P054728	2-15	221074	COMMERCIAL ENERGY EFFICIENCY	\$3,394.88
FINANCIAL CONSULTING SOLUTION GROUP	P054729	2358-21502059	221080	PROF SERVICES 1/1/15 - 12/31/1	\$1,075.00
M CAMPBELL & COMPANY INC		689434	221251	619 BASSWOOD-REBATE-HEAT PUMP	\$1,000.00
PERFECTION GLASS		9936416651	221270	300 ABBOT-REBATE-WINDOWS	\$160.68
TRANS UNION LLC		02502857	221309	CREDIT REPORT SRVCS-JAN	\$11.24
WATER SOLUTIONS INC	P054903	10544	221325	DCS (703) BDLG WATER UNIT RENT	\$17.38

ENERGY POLICY MGMT TOTAL ****

\$10,656.32



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00020145	221335	OFFICE DEPOT-CLIPBOARDS	\$5.21
		TXN00020337		OFFICE DEPOT-WHITE BINDERS	\$20.69
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$1,102.97
PRINTER TECH SERVICE & SUPPLIES		17386	221496	TONER CARTRIDGE	\$84.71
		17395		TONER CARTRIDGES	\$254.12
REXEL INC DBA		G272380	221283	CONDUIT PISTONS	\$36.35
TECHNICAL SERVICES TOTAL ****					\$1,504.05
ELECTRIC UTILITY FUND Total ***					\$133,248.39
FUND	402	WATER UTILITY FUND			
Division:	000				
NOR AM INVESTMENT LLC		3RD QTR 2014	221434	WHITE BLUFFS WATER LATECOMER	\$8,138.04
		4TH QTR 2014		WHITE BLUFFS WATER LATECOMER	\$2,712.68
VIKING BUILDERS LLC		14-00016	221321	REFUND HYDRANT METER #351	(\$30.00)
				REFUND HYDRANT METER #351	\$750.00
WASHINGTON SECURITIES & INVESTMENT CORP		1030 JADWIN	221512	DOMESTIC WATER FAC ASSESSMENT	\$11,193.00
				2" WATER METER	\$1,368.00
				1" IRRIGATION WATER METER	\$487.00
				IRRIGATION WATER FAC ASSESMEN	\$2,990.00
UNASSIGNED TOTAL ****					\$27,608.72
Division:	410	WATER CAPITAL PROJECTS			
AMERICAN ROCK PRODUCTS INC	P055005	222939	221043	ROCK 5/8" O CRUSHED PICK UP	\$797.30
	P055008	222940		1.00%=N.C.A.=M.B.-534	\$36.49
	P055008			ENVIRONMENTAL FEE FOR	\$6.52
	P055008			5-1/2 SACK CONCRETE MIX 3/4	\$547.34
	P055008	223481		ROCK 5/8" O CRUSHED PICK UP	\$347.17
BADGER METER INC	S015996	1033920	221161	FLANGED MAG METER, 30" (DN 750	\$18,567.82
	S015996			FREIGHT	\$461.69
BANK OF AMERICA		TXN00020215	221335	HOME DEPOT -BOXES, MARKERS	\$131.11
		TXN00020396		HOME DEPOT-FABRIC, SOD STAPLES	\$301.64
CENTRAL HOSE & FITTINGS INC		404628	221059	FLEX HOSES/FITTINGS	\$276.52
CITY OF RICHLAND		2/2015-26	221186	#26 LANDFILL FEES	\$1,034.09
FASTENAL COMPANY		WARIC48355	221077	CAP SCREWS	\$42.50
GRAINGER	S016226	9678080798	221213	MAIL CHEST ITEM #33KT15	\$190.35
HD FOWLER COMPANY INC		I3842262	221087	OLDCASTLE BOX/CONCRETE LID	\$862.94
IRRIGATION SPECIALISTS INC		1133410-01	221226	VALVES/TEES/BUSHINGS	\$1,020.23
		1133530-01		VALVES/ELLS/COUPLINGS	\$196.70
		1134259-01	221424	VALVE BOXES	\$439.61
JT AUTOMOTIVE PARTS INC DBA		326506	221482	LOOM	\$7.50



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OLDCASTLE APG WEST INC DBA		110119293	221436	CONCRETE WALL	\$1,451.14
		110119408		CONCRETE ADHESIVE	\$60.60
		110119428		RETURN PALLETS-CREDIT	(\$225.00)
		110119601		CONCRETE WALL	\$98.83
		110119840		RETURN PAVERS/PALLETS	(\$58.11)
		110120495		RETURN PALLETS-CREDIT	(\$150.00)
RH2 ENGINEERING INC	P054457	62148	221445	FUTURE WATER TREATMETN PLANT S	\$8,239.15
RICHLAND ACE HARDWARE		209211	221498	POLY ELBOW INSERTS	\$11.33
		45070		COUPLERS/ELBOWS	\$27.61
		45560		ELBOWS/BUSHINGS	\$33.28
		45592		ELBOWS/BUSHINGS	\$14.90
		45602		POLY TUBING/ELBOW INSERTS	\$56.56
		45622		PVC BUSHINGS	\$17.25
		45630		PVC TEES/BUSHINGS	\$33.66
STONEWAY ELECTRIC SUPPLY		S101150821.001	221297	CORNER PLATES/BOLTS/WASHERS	\$31.11
		S101152388.001		ELBOWS/CONDUIT	\$165.20
		S101152394.001		CONNECTORS/COUPLINGS/CORD	\$56.36
		S101152593.001		CONDUIT/CLAMPS	\$141.28
		S101153174.001		CONDUIT/CONNECTORS	\$133.87
		S101153231.001		CIRCUIT BREAKER	\$10.22
		S101153736.001		WIRE	\$23.72
		S101153837.001		CABLE TIE/HEX NUTS/CLAMPS	\$34.33
		S101154725.001		CONNECTORS	\$14.74
		S101154748.001		CONDUIT/CONNECTORS	\$15.82
		S101155375.001		CONDUIT STRAPS-CLAMPS	\$19.28
		S101156178.001		PLUG IN-SOCKET RELAYS	\$23.91
		S101159554.001		CONDUIT	\$29.59
		S101167702.001		CONDUIT/ELBOWS/COUPLINGS	\$26.57
		S101168177.001		CONDUIT	\$16.72
TAPANI UNDERGROUND INC	P053849	C61-14/RETAINAGE	221449	2014 NRW SITE IMPROVEMENTS -	\$10,752.30
WATER CAPITAL PROJECTS TOTAL ****					\$46,373.74
Division:	412	WATER OPERATIONS			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$16.79
				287243288881 1/27-2/26/15	\$23.25
				287243288881 1/27-2/26/15	\$88.66
				287243288881 1/27-2/26/15	\$15.42
				287243288881 1/27-2/26/15	\$12.26
BANK OF AMERICA		TXN00020172	221335	SUBWAY - SAFETY BREAKFAST	\$50.00
		TXN00020205		NOVA BIOLOGICALS -WATER SAMPLE	\$250.00
		TXN00020344		NOVA BIOLOGICALS - WATER SAMPL	\$250.00
		TXN00020350		USA BLUE BOOK/TURBIDITY STAND	\$52.40



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020402	221335	NOVA BIOLOGICALS - WATER SAMP	\$250.00
		TXN00020452		ERWOW - CCCC REVIEW - MASTERS	\$250.00
BENTON FRANKLIN HEALTH DISTRICT		7074	221167	WATER SAMPLES-FEB	\$2,320.00
BENTON RURAL ELECTRIC ASSOCIATION		2/15-385100	221169	KENNEDY BOOSTER STATION	\$1,384.42
BRANOM INSTRUMENT CO	S016208	546374	221393	FREIGHT	\$19.14
	S016208			SUBMERSIBLE LEVEL TRANSMITTER,	\$963.89
BUILDERS HARDWARE & SUPPLY CO INC		S3389836.001	221177	REMOTE UPGRADE-TAPTEAL/M HILLS	\$477.75
		S3389838.001		REMOTE UPGRADE-PUMP/SCRUBBER	\$477.75
		S3390474.001		REMOTE UPGRADE-UV MAIN INTAKE	\$238.88
		S3390480.001		REMOTE UPGRADE-BM PUMP/HR RES	\$238.88
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$29,463.82
COLUMBIA ELECTRIC SUPPLY	S016206	5858-735688	221404	FREIGHT	\$64.64
	S016206			TOUCH SCREEN, OPINTRFC TERM,	\$3,591.95
	S016206			ADJUST TAX	(\$0.01)
FERGUSON ENTERPRISES INC		3261442	221079	BALL VALVES	\$239.50
		SC95771	221204	SERVICE CHARGES	\$10.00
FRONTIER	S016224	2/15-509-375-5296	221209	TELEPHONE CHARGE 2/22/15 - 3/2	\$59.85
GREEN RIVER COMMUNITY COLLEGE/WOW		B5274/2015 EXAM	221418	BAT PROF GROWTH EXAM-TALLENT	\$145.00
REXEL INC DBA		G254407	221283	POWER SUPPLY	\$329.38
		G261797		PLUG/CONNECTOR	\$13.53
SEA WESTERN INC		182584	221288	SCBA ANNUAL FLOW TESTING	\$543.00
STONEWAY ELECTRIC SUPPLY		S101162630.001	221297	OUTDOOR WALL LIGHT	\$205.77
		S101163342.001		BALLASTS	\$441.60
		S101166453.001		FLUORESCENT LAMPS	\$265.56
		S101170051.001		CORD CONNECTORS	\$4.19
		S101171059.001		LED SECURITY LIGHTING	\$119.00
		S101171868.001		LAMPHOLDERS	\$4.04
UNITED PARCEL SERVICE	S016220	000986641105	221134	GROUND PKG TO BAVCO FOR WATER	\$4.34
	S016232	000986641115	221317	3 NDA PKGS TO EDGE ANALYTICAL	\$48.85
VERIZON WIRELESS		9740823157	221320	WTP SCADA LINE 2/20-3/19	\$25.57
WA STATE DEPARTMENT OF HEALTH		116/2015	221323	2015 WATER SYSTEM OP PERMIT	\$25,486.35
XEROX CORPORATION		077647844	221472	W7225 BASE CHRG/PRINTS-DEC	\$130.23
		078098890		W7225 BASE CHRG/PRINTS-JAN	\$128.31
		078512749		W7225 BASE CHRG/PRINTS-FEB	\$129.06
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$61.00
WATER OPERATIONS TOTAL ****					\$68,894.02
Division:	413	WATER MAINTENANCE			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$16.11
				287243288881 1/27-2/26/15	\$13.08
				287243288881 1/27-2/26/15	\$13.50
				287243288881 1/27-2/26/15	\$18.98



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$12.26
				287243288881 1/27-2/26/15	\$17.33
				287243288881 1/27-2/26/15	\$30.97
				287243288881 1/27-2/26/15	\$112.05
				287243288881 1/27-2/26/15	\$13.91
BADGER METER INC	S016234	1028574	221161	REPLACEMENT M35 METER HEADS	\$951.83
	S016234	90001631		CREDIT FOR WARRANTY METER HEAD	(\$738.48)
BANK OF AMERICA		TXN00020189	221335	STERLING'S - SAFETY BREAKFAST-	\$36.68
				STERLING'S - SAFETY BREAKFAST	\$244.55
		TXN00020196		OFFICE DEPOT - INK CARTRIDGE	\$44.41
		TXN00020212		OFFICE DEPOT - INK CARTRIDGES	\$154.98
		TXN00020247		HARBOR FREIGHT - HAMMERS	\$26.04
		TXN00020322		AWWA - MANUAL	\$9.50
				AWWA - MANUAL	\$87.00
		TXN00020401		OFFICE DEPOT - OFFICE SUPPLIES	\$31.58
		TXN00020418		CELLAIRIS --PHONE COVER-SCOTT	\$30.40
		TXN00020421		FLAGPOLE FARM -FLAG, POLE-WTP	\$420.84
		TXN00020451		LOWES -CABINET - BADGER S	\$465.89
		TXN00020468		HOME DEPOT - BRACKET - BADGER	\$18.40
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$27.16
				CITY UTILITY BILLS/FEB 2015	\$49.18
				CITY UTILITY BILLS/FEB 2015	\$4.42
				CITY UTILITY BILLS/FEB 2015	\$59.62
				CITY UTILITY BILLS/FEB 2015	\$18.13
				CITY UTILITY BILLS/FEB 2015	\$32.17
				CITY UTILITY BILLS/FEB 2015	\$44.12
				CITY UTILITY BILLS/FEB 2015	\$775.06
GRAINGER	S016226	9670018408	221213	BATTERY ITEM #2UKK6	\$21.68
	S016226	9677110349		CHECK VALVE ITEM #5AAP5	\$83.31
HD SUPPLY WATERWORKS LTD		D585505	221219	ANGLE VALVE	\$73.17
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276303012015	221095	ANSWERING SERVICE CHARGES - WA	\$44.90
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		920958	221237	PRESSURE REDUCING VALVE	\$217.06
OXARC INC		R327395	221266	ACEYLENE CYLINDER	\$59.03
PRO BUILD COMPANY LLC		71455770	221276	WOOD STAKES	\$65.14
RICHLAND ACE HARDWARE		209100	221498	6" VISEGRIP	\$16.28
		209143		BASIN CLEANERS	\$13.01
		209163		FLEX HOSE	\$17.37
		209198		BUSHINGS/ADAPTERS	\$4.95
		45352		CHAINSAW PULL HANDLE	\$23.13
		45434		CHAINSAW PULL HANDLE	\$23.13
		45440		RUST REMOVER	\$10.85



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEA WESTERN INC		182584	221288	SCBA ANNUAL FLOW TESTING	\$126.00
UNITED PARCEL SERVICE	S016232	000986641115	221317	GROUND PKG TO DEPT OF L & I FO	\$3.83
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5020190	221137	UTILITIES LOCATE SERVICE FOR	\$34.67
WONDRACK DISTRIBUTING INC		0453650	221331	MOTOR OIL	\$449.36
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$19.18
WATER MAINTENANCE TOTAL ****					\$4,347.72
WATER UTILITY FUND Total ***					\$147,224.20
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
WASHINGTON SECURITIES & INVESTMENT CORP		1030 JADWIN	221512	SEWER FACILITY ASSESSMENT	\$10,633.00
UNASSIGNED TOTAL ****					\$10,633.00
Division:	421	SEWER CAPITAL PROJECTS			
MAHAFFEY ENTERPRISES INC	P054635	61777-FINAL	221098	310 ABBOT SEWER REPLACEMENT	\$2,986.50
SEWER CAPITAL PROJECTS TOTAL ****					\$2,986.50
Division:	422	SEWER OPERATIONS			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$32.97
				287243288881 1/27-2/26/15	\$54.64
				287243288881 1/27-2/26/15	\$56.64
				287243288881 1/27-2/26/15	\$21.75
BANK OF AMERICA		TXN00020088	221335	Home Depot - batteries, paint,	\$26.66
		TXN00020091		USA BLUE BOOK - signage	\$522.06
		TXN00020096		USA BLUE BOOK - Signage	\$272.48
		TXN00020177		Dollartree - certificate frame	\$43.44
		TXN00020222		USA BLUE BOOK - rain jackets	\$208.35
		TXN00020226		USA BLUE BOOK - rain jacket	\$69.45
		TXN00020246		THE UPS STORE - biosolids rpt	\$56.34
		TXN00020330		BATTERIES PLUS - batteries	\$348.52
		TXN00020331		AMAZON - nalgene proylene for	\$167.22
		TXN00020333		AMAZON - nalgene propylene and	\$159.98
		TXN00020336		USA BLUE BOOK - signage	\$68.57
		TXN00020343		AMAZON - dry erase markers for	\$15.13
		TXN00020345		AMAZON - right to know sticker	\$26.82
		TXN00020459		COLE PARMER/CLEANING SOLUTION	\$316.85
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$18,142.74
		2/2015-25	221398	#25 BIOSOLIDS-LANDFILL	\$2,306.52
COLUMBIA ANALYTICAL SERVICES INC DBA	P054849	51-290966-0	221192	OTHER DRY- 353.2M NITROGEN,	\$25.00
	P054849			OTHER DRY- 353.2M NITROGEN, NI	\$25.00
	P054849			OTHER DRY- 365.3M PHOSPHORUS	\$18.00
	P054849			OTHER DRY- 335.2M CYANIDE, TOT	\$45.00



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA ANALYTICAL SERVICES INC DBA	P054849	51-290966-0	221192	OTHER DRY- 1631APP TOTAL MERCU	\$60.00
	P054849			OTHER DRY- TS-MET TOTAL SOLIDS	\$10.00
	P054849			OTHER DRY- 350.1M NITROGEN AMM	\$25.00
	P054849			OTHER DRY- 9065 MODIFIED PHENO	\$45.00
	P054849			OTHER DRY- TS-MET TOTAL SOLIDS	\$10.00
	P054849			OTHER DRY- 9056 SULFATE	\$25.00
	P054849			OTHER DRY- 200.7 MODIFIED META	\$32.00
	P054849			OTHER DRY- ASTM D1426-931 TOTA	\$35.00
	P054849			COR WWTP BIOSOLIDS SAMPLING	\$140.00
COMPLETE PEST PREVENTION INC		27140	221406	PEST CONTROL SRVCS-FEB	\$108.60
EAKINS, JENNIFER		OPERATOR CERT	221072	EAKINS-WTP OPERATOR 2 EXAM	\$143.00
FISHER SCIENTIFIC COMPANY, LLC	P054969	2524597	221413	SODIUM HYDROXIDE SOL, 10N	\$35.56
	P054969			FREIGHT	\$62.68
	P054969			THYMOLPHTHALEIN TS/RS 500 ML,	\$74.48
FLUID DYNAMICS INC	P054886	1392879	221414	FREIGHT	\$80.56
	P054886			NEW PUMP, PART #0020206	\$2,675.00
	P054886			POLYMER PUMP & GEARBOX REPLACE	\$755.00
GRAINGER	S016226	9674894135	221213	PAPER TOWEL ITEM #38C403	\$34.58
	S016226	9675429428		TRAFFIC CONE ITEM #6FGZ2	\$656.42
	S016226	9677110356		HIGH CAP FILTER ITEM #6B950	\$370.50
	S016226	9678292757		EAR PLUGS ITEM #6XF60	\$60.36
JT AUTOMOTIVE PARTS INC DBA		328096	221482	SPARK PLUG	\$1.34
		328151		TERMINALS	\$3.08
OXARC INC		R327394	221437	ACETYLENE & CYLINDER RENTAL	\$12.66
PARADISE BOTTLED WATER CO		2/15-WASTEWATER	221108	BOTTLED WATER	\$278.00
PARAMOUNT SUPPLY COMPANY		102000	221110	PIPE THREAD SEALER/TAPE	\$30.63
PASCO MACHINE COMPANY INC		74141	221111	S/S WEAR RINGS	\$1,443.71
RICHLAND ACE HARDWARE		209180	221498	HOOKS/WIRE	\$18.98
		45357		FELT PADS	\$4.33
		45363		DRAIN CLEANER	\$15.19
		45374		STORAGE BAGS/DISHWASHER SOAP	\$50.39
		45407		BUCKET/WASH BRUSH/CARWASH SOAP	\$35.81
		45414		JOINT CEMENT/DROP CLOTHS/TAPE	\$42.95
		45427		HAND SANDER/SAND SCREENS	\$33.04
		45450		TEXTURE SPRAY	\$16.28
		45479		SPONGES/SHOP TOWELS	\$56.36
		45482		NOZZLE/COUPLING HOSE	\$6.82
STONEWAY ELECTRIC SUPPLY		S101175567.001	221297	BUSHING/CONNECTORS	\$12.31
		S101176034.001		CONNECTORS	\$3.68
UNITED PARCEL SERVICE	S016232	000986641115	221317	ADDITIONAL HANDLING FOR 2 PKGS	\$18.00
	S016232			2 GROUND PKGS TO ALS FOR WWTP	\$26.62



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S016245	000986641125	221455	GROUND PKG TO ALS FOR WWTP	\$7.99
	S016245			GROUND PKG TO SOILTEST FARMS	\$5.87
USA BLUEBOOK	P054966	575256	221458	DIGITAL WATER BATH, MYBATH, 2L	\$592.90
	P054966			FREIGHT	\$29.44
	P054986	579612		934-AH GLASS FIBER FILTERS, 47	\$95.46
	P054986			460 mm THERMOMETER ARMOR CASE,	\$36.87
	P054986			UNITARY WASH BOTTLES, 250 ML L	\$49.90
	P054986			HACH PH REST STRIPS, 0-14 pH 1	\$51.80
	P054986			BENCHTOP PH ELECTRODE ARM, #28	\$67.28
	P054986			PORCELAIN EVAPORATING DISH FLA	\$31.44
	P054986			FILL SOLUTION, ORION AMMONIA H	\$78.14
	P054986			RAVEN CENTRIFUGE TOOLS, #41400	\$94.80
	P054986			ADJUST SALES TAX	(\$0.01)
	P054986			FREIGHT	\$40.16
	P054986			USABB ENCLOSED THERMOMETER,	\$214.87
	P054986			USABB ENCLOSED THERMOMETER, -5	\$284.42
	P054986			WASTEWATER THERMOMETER, -1 TO	\$521.23
	P054986			COLONY COUNTER PEN, #33264	\$23.84
	P054986	580300		USABB ENCLOSED THERMOMETER, -5	\$47.40
WESTERN STATES AUTOMATION LLC	P054929	3681	221469	WASTE GAS FLOW METER- FOX MODE	\$3,295.00
	P054929			FREIGHT	\$27.53
	P054929			SALES TAX @ 8.6%	\$292.19
	P054929			5 CONDUCTOR INTERCONNECTING CA	\$75.00
WONDRACK DISTRIBUTING INC		0454150	221470	RETURN DRUMS-CREDIT	(\$45.00)
XEROX CORPORATION		078512693	221472	W5135 BASE CHARGE-FEB	\$120.85
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$98.67
SEWER OPERATIONS TOTAL ****					\$36,717.09
Division:	423	SEWER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC		218679	221043	TOP COURSE GRAVEL	\$696.11
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$18.18
				287243288881 1/27-2/26/15	\$12.26
				287243288881 1/27-2/26/15	\$42.53
				287243288881 1/27-2/26/15	\$62.42
				287243288881 1/27-2/26/15	\$34.29
				287243288881 1/27-2/26/15	\$17.88
				287243288881 1/27-2/26/15	\$12.53
				287243288881 1/27-2/26/15	\$13.78
BANK OF AMERICA		TXN00020111	221335	HARBOR FREIGHT - cable cutters	\$6.51
		TXN00020133		OFFICE DEPOT #2766 - Binders	\$130.19
		TXN00020174		OFFICE DEPOT #2766 - binders	\$54.65
		TXN00020190		Amazon.com - keyboard for tv t	\$37.30



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020243	221335	NEWEGG-WRLS STANDARD MOUSE	\$31.98
		TXN00020374		STAPLES - ink	\$53.10
CH2O INC		230742	221181	BOILER TESTING-FEB'15 BW LABOR	\$62.61
FASTENERS INC		S4196365.001	221203	COIL CHAIN	\$218.64
INLAND ASPHALT CO		32-2041466	221423	ASPHALT	\$4,563.15
KAMAN INDUSTRIAL TECHNOLOGIES		Z932069	221425	CHAIN DRIVE	\$196.94
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276303012015	221095	ANSWERING SERVICE CHARGES - WA	\$44.90
MIDWEST MOTOR SUPPLY CO INC DBA		4062181	221100	ORANGE NITRILE GLOVES	\$30.35
PARTSMaster		20872228	221439	POXY PAC GLUE	\$63.03
REXEL INC DBA		G233945	221283	HOLE SEALS/CONNECTORS	\$194.09
		G234518		SEALS/LOCKNUTS/NIPPLES	\$76.68
		G239707		CONNECTORS/SEALS	\$43.08
		G244249		PIN/SLEEVE RECEPTACLE	\$427.22
RICHLAND ACE HARDWARE		209099	221498	SUPER GLUE/PARAFRAME KNIFE	\$29.82
		209101		WET-DRY VACUUM	\$86.87
		45322		FLOAT CHART/CORKY CHART	\$4.53
		45354		WT-DRY VACUUM/PARAFRAME KNIFE	\$94.44
		45355		EXCHANGE WET-DRY VAC/BUNGEEES	\$17.39
		45358		RETURN WET-DRY VACUUM	(\$86.87)
		45406		WET-DRY HOSE/WIPES/FASTENERS	\$47.61
STEEBER'S LOCK SERVICE		4071	221124	HIDE A KEY/DUPLICATE KEY	\$5.67
		4082		DUPLICATE KEYS	\$11.36
		4093		MASTER LOCKS	\$363.81
TACOMA SCREW PRODUCTS INC		22112360	221299	CAP SCREWS/WASHERS	\$18.39
		22112764		SHANK DRILL/CAP SCREWS	\$73.01
TWIN CITY METALS INC		86971	221316	FLAT EXPANSES	\$386.46
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5020190	221137	UTILITIES LOCATE SERVICE FOR	\$34.67
VERIZON WIRELESS		9740823156	221462	WWTP TV TRUCK 2/20-3/19	\$40.01
				WWTP COMPOST 2/20-3/19	\$40.03
				WWTP SCADA 2/20-3/19	\$25.57
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$1.33
SEWER MAINTENANCE TOTAL ****					\$8,338.50
WASTEWATER UTILITY FUND Total ***					\$58,675.09
FUND	404	SOLID WASTE UTILITY FUND			
Division:	432	SOLID WASTE COLLECTION			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$62.06
BANK OF AMERICA		TXN00020166	221335	DELTA AIR-M.CHIDESTER-WASTEXPO	\$219.20
		TXN00020167		PARIS LV-J.MORROW-RESERVATION	\$99.79
		TXN00020170		DELTA AIR-J.MORROW-WASTEXPO	\$219.20
		TXN00020171		TRAVEL LEADERS-M.CHIDESTER-WAS	\$35.00



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020179	221335	TRAVEL LEADERS-J.MORROW-WASTEX	\$35.00
		TXN00020184		LASXPRESS-GRND TRANSP-WASTEXPO	\$52.00
		TXN00020193		PMI PENTON- CONF FEES-MORROW,C	\$850.00
		TXN00020280		OFFICE DEPOT #2766 - Purchase	\$32.57
		TXN00020354		SHERWIN WILLIAMS/PAINT	\$89.37
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$178.86
CLAYTON WARD COMPANY	P054911	763708	221064	2015 DROP BOX RECYCLING SERVIC	\$7,000.00
		763717		CURBSIDE RECYCLING-FEB	\$2,300.55
TOTER INC	S016179	65362031	221307	TOTER 96 GALLON - EVR II	\$30,127.81
	S016179			TOTER 96 GALLON LIDS AND HARDW	\$1,960.23
	S016179			EXTRA WHEELS	\$434.40
	S016179			FREIGHT	\$2,389.20
	S016179			TOTER 96 GALLON LIDS AND HARDW	\$1,960.23
	S016179			TOTER 96 GALLON LIDS AND HARDW	\$1,960.23
	S016179			ADJUST FOR TAX	\$0.03
VERIZON WIRELESS		9740866631	221138	ROUTEWARE DATA 2/20-3/19	\$640.16
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$20.70
SOLID WASTE COLLECTION TOTAL ****					\$50,666.59
Division:	433	SOLID WASTE DISPOSAL			
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$30.97
BANK OF AMERICA		TXN00020112	221335	Wa State Recycling - Annual Me	\$225.00
		TXN00020164		TRAVEL LEADERS-AGENT FEE	\$35.00
		TXN00020165		OFFICE DEPOT -MAILING LABELS	\$17.60
		TXN00020185		PMI PENTON-WASTEXPO CONF FEES	\$850.00
		TXN00020191		ALASKA AIR-J.MARLOW-AIR FARE	\$263.20
		TXN00020251		STAPLES - Purchase	\$147.57
		TXN00020311		STAPLES - Purchase	\$150.52
		TXN00020360		FLW/VELOCITY METER	\$856.89
		TXN00020377		NEW PIG/SEALABLE STEELDRUM FUN	\$294.59
BENTON FRANKLIN HEALTH DISTRICT		2015 LANDFILL	221391	2015 SW LANDFILL OP PERMIT	\$3,000.00
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$2,454.10
COMPLETE PEST PREVENTION INC		A3830	221194	PEST CONTROL SRVCS-FEB	\$97.74
PARADISE BOTTLED WATER CO		2/15-LANDFILL	221108	BOTTLED WATER	\$104.12
RICHLAND ACE HARDWARE		45617	221498	ENGINE OIL	\$32.45
XEROX CORPORATION		078512696	221332	W7225 BASE CHRG/PRINTS-FEB	\$200.89
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$42.67
SOLID WASTE DISPOSAL TOTAL ****					\$8,803.31
SOLID WASTE UTILITY FUND Total ***					\$59,469.90

FUND 405 STORMWATER UTILITY FUND



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 440 STORMWATER CAPITAL PROJECTS					
BEAVER BARK & ROCK		663725	221046	POND LINER/SEAMTAPE/QUICKPRIME	\$484.59
CULBERT CONSTRUCTION INC	P054940	C26-15/PYMT 1	221069	DECANT FACILITY RETROFIT &	\$56,369.18
	P054940			DECANT FACILITY RETROFIT &	\$9,588.55
CULTURAL RESOURCE CONSULTANTS INC	P054876	2015-013	221070	RICHARDSON & 6TH ST STORMWATER	\$2,839.91
	P054878	2015-014		COLUMBIA PARK TRAIL STORMWATER	\$2,786.30
F & AO, USAED, WALLA WALLA	P055019	737340	221076	STORMWATER OUTFALL RETROFIT -	\$2,175.00
HDR ENGINEERING INC	P054264	00437482-H	221421	STORMWATER MANAGEMENT PLAN-123	\$4,808.85
IMT INC		6170	221223	DECANT FACILITY TESTING M15040	\$790.00
POSTMASTER		PERMIT 153-3/17	221442	POSTAGE 2/27-3/17/15	\$386.17
URS CORPORATION	P054281	6191787	221457	MOD #1 ADDITION PRE-DESIGN REP	\$11,264.01
STORMWATER CAPITAL PROJECTS TOTAL ****					\$91,492.56
Division: 441 STORMWATER					
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$19.48
BANK OF AMERICA		TXN00020276	221335	ORIENTAL TRADING CO - storm wa	\$486.39
		TXN00020425		TRAC - tickets for H&G show	\$12.00
BEAVER BARK & ROCK		663724	221046	5/8 GRAVEL	\$39.07
		663731		5/8 GRAVEL	\$39.07
		663916		BASALT ROCK	\$265.96
BENTON FRANKLIN HEALTH DISTRICT		2015 DECANT	221391	2015 DECANT FACILITY OP PERMIT	\$1,000.00
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$239.14
		2/2015-11220	221398	#11220 GREEN WASTE-LANDFILL	\$20.50
		2/2015-17		#17 STREET SWEEPINGS	\$495.00
HERTZ EQUIPMENT RENTAL CORP		27900705-001	221090	EXCAVATOR RENTAL 3/4/15	\$238.92
IRRIGATION SPECIALISTS INC		1129545-01	221093	BRASS FITTINGS	\$47.67
RICHLAND ACE HARDWARE		45514	221498	GAS CAN	\$20.62
TACOMA SCREW PRODUCTS INC		22112675	221299	RATCHET STRAPS	\$34.84
STORMWATER TOTAL ****					\$2,958.66
STORMWATER UTILITY FUND Total ***					\$94,451.22
FUND 407 MEDICAL SERVICES FUND					
Division: 121 AMBULANCE					
BOUND TREE MEDICAL LLC		81654227	221172	FENTANYL	\$102.53
		81654228		QUELICIN	\$360.99
		81654229		CAPNOLINES/SALINE/BLOOD TUBES	\$622.02
		81654230		IV CATHETERS	\$49.68
		81655782		EXAM GLOVES	\$74.22
		81655783		ENDOTRACHEAL TUBE HOLDERS	\$23.91
		81655784		SALINE/BANDAGES	\$38.33
		81655785		DEFIB PAD/EXAM GLOVES/IV SET	\$1,797.81



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81657409	221172	SAFETY GLASSES	\$60.47
		81657410		SALINE	\$5.44
		81658996		ATROPINE	\$68.90
		81661205		BANDAGES	\$14.54
		81661206		RESTRAINT STRAPS/BP CUFFS	\$114.46
		81661207		COLD PACKS	\$14.54
		81664288		BLOOD TUBES	\$56.46
		81665751		BLADE HANDLE/AIRWAY KITS	\$289.37
		81669005		SMART CAPNOLINES	\$56.42
		81670930		ADENOSINE	\$33.07
		81670931		ADENOSINE	\$19.84
		81670932		ADENOSINE	\$33.07
		81670933		EXAM GLOVES/PELVIC SLING	\$581.23
		81670934		EXAM GLOVES/ED MASKS/SLINGS	\$530.87
		81670935		ANTIMICROBIAL HAND WIPES	\$13.89
		81670936		TAPE/IV SETS/LIFEPAK PAPER	\$389.63
		81670937		EXAM GLOVES/PELVIC SLING	\$121.14
		81672255		IV CATHETERS	\$24.72
		81672256		IV CATHETERS	\$24.72
		81672257		DILTIAZEM	\$57.86
		81673635		LORAZEPAM	\$110.22
		81677944		ADENOSINE	\$18.27
		81684865		IV CATHETERS/SALINE	\$184.26
		81684866		BANDAGES	\$33.62
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$581.65
COLUMBIA BASIN COLLEGE	P055055	25756	221403	ACLS/PALS/AIRWAY FEES - WINTER	\$991.80
	P055055	25766		ACLS/PALS/AIRWAY FEES - WINTER	\$52.20
	P055055	25775		ACLS/PALS/AIRWAY FEES - WINTER	(\$104.40)
LIFE ASSIST INC		698828	221248	ADENOSINE/ATROPINE SULFATE	\$103.40
		700849		EPI/IPRATROPIUM	\$70.52
		701639		TRUNK CABLE/WIRE ATTACHMENT	\$477.74
		702935		DEXTROSE	\$74.90
		702940		DEXTROSE	\$85.40
		703138		NITROSTAT TABLETS	\$141.30
OXARC INC		24952PS	221266	MEDICAL OXYGEN	\$76.54
		26596PS		MEDICAL OXYGEN	\$29.96
		30009PS		MEDICAL OXYGEN	\$57.67
		52945PS		MEDICAL OXYGEN	\$29.96
		54867PS		OXYGEN CYLINDER 1 YR LEASE	\$101.54
PHYSIO-CONTROL INC		415028527	221272	SERVICE-REPAIR LUCAS W2969969	\$239.89
		415028542		SERVICE-REPAIR LUCAS W2969986	\$239.89



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PHYSIO-CONTROL INC		415028576	221272	SERVICE-REPAIR LUCAS W2970032	\$239.89
POCKETINET COMMUNICATIONS INC		77192	221274	STATION INTERNET FEES-MARCH	\$46.75
		80593	221441	STATION INTERNET FEES-APRIL	\$46.75
SPRINT		147658811-087	221295	LIFEPAK SRVC CHRGS 1/15-2/14	\$145.49
		891160522-132		CELL PHONES 1/18-2/17/15	\$36.38
STERICYCLE INC		3002944788	221447	BIO WASTE DISPOSAL FEES	\$10.36
STRYKER SALES CORPORATION		1617992M	221126	COT REPAIR	\$324.90
		1619124M		TRAVEL/LABOR-COT REPAIR	\$847.76
VERIZON WIRELESS		9740830587	221320	MDT WIRELESS 2/20-3/19/15	\$224.13
WA STATE ASSN OF FIRE CHIEFS		14-0193	221322	2015 WSFSTO CONF-KARSPECK	\$550.00
AMBULANCE TOTAL ****					\$11,648.87
MEDICAL SERVICES FUND Total ***					\$11,648.87

FUND 408

BROADBAND FUND

Division:

460

BROADBAND ADMINISTRATION

CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$172.35
PARAMOUNT COMMUNICATIONS INC	P051808	30755	221109	C/O #3 ADDITIONAL 2" DUCT PER	\$260.42
	P051808			C/O #4 ADD DIS FEE	\$14.98
	P051808			C/O #2 ISSUED FOR ADDITIONAL	\$725.78
	P051808			Install fiber in City conduit	\$3,240.92
	P051808			C/O #1 REPAIR CONDUIT ON GWW F	\$157.99
	S016107	C14-07/RETAINAGE		HILTON HOTEL RE-INSTALLATION O	\$2,026.40
	P054393	C14-077/RETAINAGE		Fiber extension to 486 Bradley	\$1,894.05
BROADBAND ADMINISTRATION TOTAL ****					\$8,492.89
BROADBAND FUND Total ***					\$8,492.89

FUND 501

CENTRAL STORES FUND

Division:

000

AMSAN	S016202	330982794	221386	CLEANER NEUTRAL FLOOR NO RINSE	\$262.38
	S016202	331091553		CLEANER DISINFECTANT QUAT.BASE	\$152.74
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P054871	3627-543666	221068	LAMP, FLR, 13W, 7" 4 PIN	\$33.12
	P054871			LAMP, FLR, 13W,5" BIPIN PLUG	\$37.47
	P054871			LAMP, FLR, 36W 4 PIN, 16"	\$57.02
	P054871			LAMP, INC 60W 130V IN-FROST	\$84.22
	P054871			LAMP, FLR, 20W,COMPACT,75W	\$138.79
	P054871			LAMP, FLR, 26W,7" 4PIN PLUGIN	\$184.62
	P054871			FLASHLIGHT POCKET AAA BATTERY	\$273.67
	P054871			LAMP, FLR 40W,48" BIPIN T12	\$285.40
	P054871			LAMP, FLR, 32W, 48" BIPIN T8	\$1,055.59
	P054871			LAMP, FLR, 54W, T5	\$191.14



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	P054959	9672237980	221214	PLIERS, 10" TONGUE & GROOVE,	\$95.24
	P054959	9672255743		ADJUST SALES TAX	\$0.01
	P054959			WRENCH, ADJUSTABLE, 6 IN,	\$214.27
	P054959			WRENCH, ADJUSTABLE, 8 IN,	\$230.88
	P054959			WRENCH, ADJUSTABLE, 10 IN,	\$284.64
	P054959			WRENCH, ADJUSTABLE, 12 IN,	\$410.07
	P054959	9672255750		BATTERY 9V ALKALINE,12PK,72/CS	\$323.19
	P054959			LUBRICANT, WD-40, 16 OZ CAN,	\$258.03
	P054959			BATTERY AAA ALKALINE 24/PK,	\$215.02
	P054959			BATTERY D ALKALINE, 12PK 72/CS	\$102.56
	P054959			FLASHLIGHT 2 'D' CELL, IND, HD	\$79.06
	P054959			PAINT, SPRAY, GLOSS RED,	\$62.36
	P054959			PAINT, SPRAY, PRIMER GRAY,	\$52.00
	P054959			BATTERY AA ALKALINE, 24PK	\$430.07
	P054959			BUCKET PLASTIC, 10 QT MARKED,	\$28.28
	P054959			FUNNEL POLY, USE W/SAFETY CANS	\$44.96
	P054959			SNAPHOOK 1/2" ROUNDED SWIVEL	\$26.77
	P054959			PAINT, SPRAY, GLOSS WHITE,	\$26.59
	P054959			FUNNEL 16-OZ. PLASTIC, TOLCO	\$21.27
	P054959			GREASE GUN 18" FLEXIBLE HOSE	\$41.93
	P054959			BATTERY C ALKALINE, 12PK 72/CS	\$41.44
	P054960	9673578176		UNIFORM 2XLG, TYVEK, ZIP FRONT	\$152.26
	P054960			CLEANER DEGREASER, CRC LECTRA	\$665.67
	P054960			HAND SANITIZER, REFILL 1200ML	\$175.91
	P054960			UNIFORM X-LG, TYVEK, ZIP FRONT	\$152.26
	P054960			BRUSH, COUNTER, 2-1/8" MIN	\$133.97
	P054960			HAND SANITIZER,4 FL OZ SQUEEZE	\$106.63
	P054960			BROOM, CORN, LARGE HEAVY DUTY	\$73.50
	P054960			WASTEBASKET POLY, RECT, 15",	\$71.76
	P054960			SPONGE CELLULOSE 6 X 4-3/16	\$51.80
	P054960			BROOM, FLOOR, 18" PUSH TYPE,	\$49.23
	P054960			TOWELS, SCRUBS-IN-A-BUCKET	\$313.16
	P054960			DUST PAN, STEEL, BLACK, #6,	\$15.20
	P054960			ANTIBIOTIC OINTMENT, 1/32 OZ,	\$3.88
	P054960			TOILET SEAT COVER, 1/2 FOLD	\$163.99
	P054960			BRUSH TOILET BOWL CURVED HEAD,	\$6.86
	P054960			ACETAMINOPHEN INDUSTRIAL PACK,	\$20.04
	P054960			HANDLE BROOM, THREADED, 15/16"	\$25.52
	P054960			HANDLE BROOM, TAPERED, 1 1/8"	\$26.61
	P054960			SQUEEGEE WINDOW 12"SINGLE EDGE	\$28.30
	P054960	9673850278		HANDLE MOP, 60", SIDE GATE	\$193.42



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	P054960	9673850278	221214	INSECTICIDE, WASP & HORNET	\$998.25
INSIGHT DISTRIBUTING INC	P054908	0237193	221092	BAG PLASTIC 55 GAL 21"X15"X60"	\$4,675.23
	P054908			BAG PLASTIC 7.5 GAL 15"X9"X24"	\$2,169.83
	P054908			BAG PLASTIC 30 GAL 20"X13"X40"	\$3,299.27
URM STORES INC		C30901839	221135	FORMULA 409/WINDEX/BLEACH	\$320.61
UNASSIGNED TOTAL ****					\$19,637.96
Division:	903	CENTRAL STORES			
XEROX CORPORATION		077647834-A	221514	C95-PRINT SHOP COPIER USAGE	\$8.79
		077647836-A		C75-PRINT SHOP COPIER LEASE	\$3.79
		078512740	221332	D95 PRINT SHOP-BASE/PRINTS-FEB	\$563.21
		078512742		C75 PRINT SHOP-PRINTS-FEB	\$1,005.50
CENTRAL STORES TOTAL ****					\$1,581.29
CENTRAL STORES FUND Total ***					\$21,219.25
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
ALA CART GOLF CARTS LLC		2014-8253	221151	HEADLIGHT ASSYS VEH 6561 38346	\$289.46
AMERICAN WEST CHROME INC		56014	221157	CYLINDER ASSY VEH 3285 38491	\$418.11
BC SALES CO INC		256622	221162	LEATHER WORK GLOVES	\$178.38
BIG WEST EQUIPMENT		926240	221050	FILTERS VEH 7149 WO 38204	\$352.31
CENTRAL HOSE & FITTINGS INC		404713	221059	FITTINGS VEH 7118 WO 38204	\$11.25
		405003		HYDRAULIC HOSES VEH 7149 38204	\$200.37
		405735	221395	HOSES VEH 5033 WO 38514	\$621.56
		405861		HYDRAULIC ASSY VEH 7147/38546	\$56.05
CITY OF RICHLAND		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$3,052.50
CONNELL OIL INC		0109518-IN	221067	LUBE OIL	\$971.84
		0109989-IN		OIL/LUBE PRODUCTS	\$1,122.07
FASTENAL COMPANY		WARIC48325	221077	WIPES VEH 3285 WO 38368	\$150.67
		WARIC48326		WIPES VEH 3309 WO 38398	\$150.67
FASTENERS INC		S4183583.001	221078	CAP SCREWS/TIE WRAP	\$59.64
		S4192651.001	221203	TIE WRAP	\$54.28
FINAL TOUCH UPHOLSTERY		26214	221206	SEATS VEH 5039 WO 38367	\$814.50
G & R AG PRODUCTS INC		2152543-0001-02	221416	SEALANT VEH 6402 WO 38619	\$111.78
GENUINE AUTO GLASS OF TRI CITIES LLC		606585	221084	SIDE GLASS VEH 7090 WO 38527	\$130.32
		606652		WS REPAIR VEH 3204 WO 38350	\$54.30
		606668		WINDSHIELD VEH 2408 WO 38529	\$165.27
GROVER DYKES AUTO GROUP INC DBA		355357	221086	VALVE ASSY VEH 2406 WO 38416	\$17.60
		355631	221216	ELEMENTS VEH 5043 WO 38467	\$134.90
		355632		ELEMENTS VEH 5037 WO 38462	\$119.06
		355633		ELEMENTS VEH 5041 WO 38463	\$119.06



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GROVER DYKES AUTO GROUP INC DBA		355846	221419	SENSOR ASSY VEH 5040 WO 38513	\$136.14
		355932		ELEMENTS VEH 5043 WO 38528	\$162.97
		355938		ELEMENT VEH 5043 WO 38466	\$82.92
JIM'S PACIFIC GARAGES INC		1159883	221231	BRAKES VEH 3314 WO 38498	\$369.02
		1159983		SEAL KIT VEH 3255 WO 38505	\$28.21
JT AUTOMOTIVE PARTS INC DBA		321314	221482	ENG HEATER VEH 6435 WO 37585	\$46.35
		321317		BALL JOINTS VEH 2325 WO 37596	\$69.81
		326606		CORE CREDIT	(\$16.29)
		326610		RETURNED BATTERY/CORE CREDIT	(\$119.74)
		328021		TRANSFER CASE FLUID VEH 2341	\$36.27
		328084		OIL SEAL VEH 2341 WO 8426	\$6.36
		328085		FILTERS VEH 3315 WO 38471	\$128.90
		328086		FILTERS VEH 3296 WO 38472	\$145.64
		328087		FILTERS VEH 3312 WO 38470	\$93.56
		328088		FILTERS VEH 3292 WO 38473	\$135.65
		328089		FILTERS VEH 3320 WO 38474	\$131.97
		328139		SPILL KIT VEH 6455 WO 38689	\$266.05
		328149		FILTERS VEH 3281 WO 38487	\$135.08
		328188		BATTERIES VEH 5042 WO 38482	\$466.25
		328199		BATTERY VEH 1201 WO 38492	\$145.36
		328241		FILTERS VEH 1104 WO 38495	\$19.01
		328257		BATTERY VEH 1104 WO 38494	\$145.36
		328349		CONVERTER VEH 3218 WO 38493	\$17.98
		328352		SILICONE VEH 3266 WO 38488	\$14.75
		328360		FILTERS VEH 2426 WO 38499	\$20.12
		328367		BATTERY CREDIT VEH 1104	(\$112.32)
		328369		BATTERY VEH 2395 WO 38417	\$105.61
		328371		MIRROR HEAD VEH 3266 WO 38488	\$31.28
		328376		FILTERS VEH 2394 WO 38502	\$16.33
		328382		WIPERBLADES VEH 1378 WO 38396	\$23.87
		328389		BATTERY VEH 3218 WO 38493	\$95.34
		328390		LIFT SUPPORTS VEH 2353/38503	\$104.21
		328399		EXHAUST FLUID VEH 3330/38506	\$14.90
		328430		FILTERS VEH 2415 WO 38515	\$15.37
		328431		CUT OFF WHEEL VEH 3283/38447	\$413.74
		328433		CONTACT FLUID VEH 5033/38514	\$70.88
		328436		FILTERS VEH 5029 WO 38518	\$184.37
		328437		FILTERS VEH 5033 WO 38519	\$78.28
		328438		FILTERS VEH 5036 WO 38522	\$67.13
		328440		FILTERS VEH 5038 WO 38521	\$159.69
		328442		FILTERS VEH 5039 WO 38520	\$288.58



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		328473	221482	FUEL FILTER VEH 5033 WO 38514	\$10.62
		328474		FUEL FILTER VEH 5033 WO 38514	\$10.62
		328481		AAA BATTERIES	\$41.18
		328543		EXHAUST FLUID VEH 3313/38530	\$28.74
		328606		BATTERY VEH 6543 WO 38543	\$89.87
		328607		BRK CLEANER VEH 5033 WO 38514	\$32.45
		328609		DISCS VEH 6000 WO 38501	\$31.85
		328651		RATCHETS VEH 3243 WO 38569	\$112.69
		328655		SOCKET SET VEH 3243 WO 38569	\$45.60
		328667		HEADLIGHT BULB VEH 1104/38551	\$9.56
		328682		CONTROL ARMS VEH 1347 WO 38500	\$618.98
		328705		BRK CLEANER VEH 2394 WO 38555	\$10.82
		328724		FILTERS VEH 1381 WO 38568	\$13.73
		328726		FILTERS VEH 7149 WO 38573	\$108.98
		328731		BRAKE ROTORS VEH 1377 WO 38557	\$74.04
		328740		OIL VEH 7500 WO 38550	\$14.48
		328748		SIGNAL LAMP VEH 3175 WO 38040	\$10.70
		328754		FILTER KIT VEH 2394 WO 38560	\$17.09
		328928		FUEL FILTERS VEH 3312 WO 38566	\$11.29
		328941		BRAKE HONES VEH 3283 WO 38447	\$19.61
		328968		BRK CLEANER VEH 7109 WO 38523	\$10.82
		328971		TAPE	\$39.25
		328996		BRK CLEANER VEH 7152 WO 38402	\$16.22
		329003		ADAPTER VEH 3257 WO 38579	\$12.64
		329009		WIPERBLADES VEH 3253 WO 38420	\$30.34
		329012		BATTERY VEH 2256 WO 38581	\$116.70
		329044		SHOCKS VEH 3240 WO 38554	\$128.13
		329054		SPARK PLUGS VEH 2258 WO 38588	\$13.62
		329055		WIRE SET VEH 2258 WO 38588	\$60.11
		329065		DIST CAP VEH 2258 WO 38588	\$26.78
		329093		MARKER BULBS VEH 3312/38566	\$17.98
		329097		HEATER VALVE VEH 2258/38588	\$30.39
		329118		FILTERS VEH 1210 WO 38617	\$19.01
		329137		SIGNAL LAMPS VEH 3312/38566	\$16.29
		329156		CONN SOCKET VEH 3306 WO 38589	\$8.10
		329221		WHEEL COVER VEH 2364 WO 38662	\$23.88
KAMAN INDUSTRIAL TECHNOLOGIES	D603536		221234	VALVE ASSY VEH 3222 WO 38549	\$108.95
MCCURLEY CHEVROLET	845061		221254	BRAKE CONTROL VEH 1370 38567	\$701.49
	874838			OIL COOLER HOSE VEH 3278 38548	\$211.28
	874901			PRESSURE HOSE VEH 1108 38553	\$111.14
	874922			TRANS PIPE VEH 2394 WO 38555	\$189.87



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MONARCH MACHINE & TOOL CO INC		A175995	221103	CAST REPAIR VEH 6580 WO 38313	\$65.00
		A176083	221258	METAL WORK VEH 3282 WO 38263	\$136.79
		A176209	221433	AR FORM VEH 3283 WO 38447	\$78.59
		A176225		STEEL PLATES VEH 3266 WO 38488	\$115.20
		A176276		WEAR PLATES VEH 3283/38563	\$96.39
OXARC INC		R327397	221266	SHOP GASES	\$138.45
PETERSON PACIFIC CORP		CI-000020793	221112	GRATES VEH 7143 WO 38436	\$3,409.92
		CI-000021032	221271	FILTERS VEH 7143 WO 38469	\$550.67
		CI-000021115	221440	GRATE/SEAL VEH 7143 WO 38436	\$415.62
PMI TRUCK BODIES INC		13936	221273	GAS SHOCKS VEH 3319 WO 38479	\$200.78
PUBLIC FLEET MANAGERS ASSOCIATION		1093	221279	2015 ANNUAL PFMA DUES	\$120.00
ROWAND MACHINERY CO		173097	221119	OIL VEH 7147 WO 38546	\$96.66
		173098		OIL VEH 7147 WO 38546	\$96.66
		173352	221287	VBS RELAY VEH 7112 WO 38544	\$363.90
		06 220015	221122	SEALS VEH 4143 WO 38445	\$5.26
SIX STATES DISTRIBUTORS INC		0076049-IN	221293	ACTUATOR VEH 7152 WO 38402	\$866.44
TACOMA SCREW PRODUCTS INC		22112284	221299	WET MOPS VEH 0800 WO 38446	\$85.29
		22112792	221448	SCREWS/NUTS VEH 3266 WO 38488	\$4.67
		22112874		WRENCH VEH 5040 WO 38513	\$33.25
		22113110		BOLTS VEH 3283 WO 38447	\$36.20
TIM BUSH MOTOR COMPANY DBA		1177	221130	VEHICLE WASHES-FEB	\$114.00
TIRE FACTORY INC DBA		02-108379	221306	ALIGNMENT VEH 3321 WO 38545	\$194.64
		03-104090	221131	REPAIR VEH 2384 WO 38552	\$18.36
		03-104267	221305	REPAIR FLAT VEH 1369 WO 38575	\$17.06
		03-104501		REPAIR FLAT VEH 7144 WO 38060	\$33.33
		03-104704		REPAIRS VEH 4142 WO 38576	\$18.41
		03-105322		REPAIR FLAT VEH 1381 WO 38574	\$17.10
		03-105384		ALIGNMENT VEH 1347 WO 38500	\$59.68
		178964	221308	BATTERY VEH 1381 WO 38556	\$299.15
TOYOTA OF TRI-CITIES		PASCM7007242	221311	CORE CREDIT VEH 3314 WO 38498	(\$130.32)
		PASIN1254943		FILTER VEH 3292 WO 38475	\$55.23
		PASIN1255242	221452	ALTERNATOR VEH 3213 WO 38392	\$194.54
		PASIN1258927	221311	BRAKE KITS VEH 3314 WO 38498	\$382.84
		PASIN1259815		HEADLAMP VEH 3320 WO 38504	\$26.59
		PASIN1264450		GRAB HANDLES VEH 3238 WO 38572	\$76.24
UNITED PARCEL SERVICE	S016220	000986641105	221134	GROUND PKG TO TRANSTAR FOR	\$9.04
	S016247	1008712502	221456	FREIGHT CHARGES FOR PKG FROM B	\$25.86
	S016247	1018988125		LATE PAYMENT FEE	\$1.55
WESTERN PETERBILT INC		H235670	221468	CONDENSER ASSY VEH 3308 38477	\$466.82
		H235740		RESISTOR VEH 3314 WO 38498	\$356.85
		H235793		O-RINGS VEH 3314 WO 38498	\$23.75



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		PC110295625	221328	ADAPTERS VEH 3311 WO 38272	\$1,208.34
		PC110295626	221144	OIL KIT VEH 7143 WO 38294	\$152.84
		PC110295627	221328	COUPLINGS VEH 3314 WO 38452	\$375.04
		PC110295723		COUPLINGS VEH 3309 WO 38398	\$480.42
		WO110102287		AC REPAIR VEH 7138 WO 38450	\$1,714.32
		WO110102453		BOOM REPAIRS VEH 7090 WO38451	\$5,335.42
WESTERN SYSTEMS & FABRICATION INC		10581	221145	DRIVE GEAR VEH 3282 WO 38263	\$1,928.05
		10616	221329	ELEMENTS VEH 3310 WO 38348	\$264.70
		10704		DECALS VEH 3284 WO 38524	\$64.74
		10725		BELT ASSYS VEH 3310 WO 38435	\$155.12
		10728		ELEMENT VEH 3315 WO 38439	\$138.48
		10735		VANE DENISON VEH 3281 WO 38186	\$2,873.95
		10740		ELEMENTS VEH 3281 WO 38186	\$264.28
		10774		PUMP VALVE VEH 3281 WO 38186	\$1,659.17
		10776		BELTS VEH 3283 WO 38447	\$2,198.62
		10792		PIN CYLINDERS VEH 3285 38368	\$143.92
WONDRACK DISTRIBUTING INC		0454179	221331	OFF ROAD DIESEL-LANDFILL	\$3,363.73
		0750278		CARD LOCK FUEL 2/23-2/28	\$11,535.96
		0750514		CARD LOCK FUEL 3/1-3/8/15	\$11,818.88
		0751069	221470	CARD LOCK FUEL 3/9-3/15/15	\$11,296.83
XEROX CORPORATION		078582407	221332	W5135 BASE CHRGE-FEB	\$115.54
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$68.49

EQUIPMENT MAINTENANCE TOTAL ****

\$83,120.10

EQUIPMENT MAINTENANCE FUND Total ***

\$83,120.10

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT

TIM BUSH MOTOR COMPANY DBA	P055080	15964	221451	LICENSE FEE	\$140.00
	P055080			ONE USED 2011 GMC TERRAIN SUV	\$22,750.00
	P055080			DOC FEE	\$150.00
	P055080			LESS TRADE OF PONTIAC G-3 VEHI	(\$4,000.00)
	P055080			SALES TAX	\$1,612.50

EQUIPMENT REPLACEMENT TOTAL ****

\$20,652.50

EQUIPMENT REPLACEMENT FUND Total ***

\$20,652.50

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

AMBRO INC DBA	250-283675	221154		AED MACHINE BATTERIES	\$65.05
AMERICAN WATER WORKS ASSOCIATION	2319-DUES	221107		AWWA 2015 DUES	\$1,500.00
AT&T WIRELESS	2/15-287243288881	221334		287243288881 1/27-2/26/15	\$27.84



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		2/15-287243288881	221334	287243288881 1/27-2/26/15	\$23.60
				287243288881 1/27-2/26/15	\$12.26
				287243288881 1/27-2/26/15	\$30.97
				287243288881 1/27-2/26/15	\$12.40
				287243288881 1/27-2/26/15	\$57.26
				287243288881 1/27-2/26/15	\$12.97
				287243288881 1/27-2/26/15	\$62.06
				287243288881 1/27-2/26/15	\$85.46
				287243288881 1/27-2/26/15	\$91.72
				287243288881 1/27-2/26/15	\$92.42
BANK OF AMERICA		TXN00020152	221335	USA BLUE BOOK - DPD 10 ml disp	\$105.03
				TWIN CITY METALS INC - rebar -	\$35.30
				LSAW CONFERENCE - Penwell 2015	\$385.00
				LSAW CONFERENCE - Lopez 2015 C	\$385.00
				OWW ORBITZ.COM - Zufelt air ti	\$6.99
				UNITED 0167534970654 - Zu	\$384.20
				STAPLES - sign flags,wipes,wri	\$92.71
				STAPLES - usb drives,binder cl	\$28.76
				STAPLES - usb drive	\$19.53
				STAPLES - usb cruzer	\$21.14
				STAPLES - Hvy staples, AAAA ba	\$13.28
				GP FIESTA MEXICAN RESTAUR -BFC	\$12.24
				STAPLES - plotter magenta cart	\$68.54
				STAPLES -Black plotter cart	\$128.49
				STAPLES - plotter gray cart	\$135.51
				BENTON CO AUDITOR - recording	\$407.58
				BENTON CO AUDITOR - recording	\$241.90
				BENTON CO AUDITOR - recording	\$429.48
				AT&T/ PHONES FOR PW ENGS	\$293.18
				DELL SALES & SERVICE - tablet	\$173.75
				AT&T S014 6333 - screen covers	\$38.01
				THE HOME DEPOT #4746 - bubble	\$14.75
				STERLING'S RESTAURANT - PW Dir	\$13.85
				AMERICAN PUBLIC WORKS - 2015 N	\$23.00
				OFFICE DEPOT #2766 -mouse 4 ta	\$21.71
				FRED-MEYER #0286 -glade refill	\$85.77
BENTON COUNTY TREASURER		2638	221166	MYLAR COPIES	\$33.95
CITY OF RICHLAND		15-083 RICHARDS	221478	DBE UPDATE/SPOKANE/RICHARDS	\$138.05
		2/2015 FEBRUARY	221184	CITY UTILITY BILLS/FEB 2015	\$1,037.90
IMT INC		6152	221223	WHITE BLUFFS TESTING M14293	\$202.50
		6165		WESTCLIFFE TESTING M14381	\$202.50



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IMT INC		6166	221223	CLEARWATER CREEK TESTINGM14391	\$202.50
		6177		COPPER LEAF PH3 TESTING M15042	\$277.50
		6185		SIENNA SKY TESTING M15050	\$167.50
TRUE SURVEY SUPPLY INC		8559	221133	SURVEY LATHS AND HUBS	\$412.68
VERIZON WIRELESS	P054905	9740868140	221138	INTERNET ACCESS ON 2 LAPTOPS (	\$80.02
WATER SOLUTIONS INC	P054903	10544	221325	DCS (703) BDLG WATER UNIT RENT	\$76.01
XEROX CORPORATION	P054899	078512721	221332	1ST FLOOR XEROX #LX5-690835(ta	\$154.70
	P054899	078512722		BASEMENT XEROX #LX5-692207 (ta	\$69.15
	P054899	078512723		2ND FLOOR XEROX #MX4-343197 (t	\$419.80
XO HOLDINGS LLC DBA		0273222556	221147	PHONE CHARGES 2/23-3/22/15	\$184.68
PW ADMIN & ENGINEERING TOTAL ****					\$9,298.15
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$9,298.15

FUND 520 HEALTH CARE/BENEFITS PLAN**Division:** 000

CENTERS FOR MEDICARE & MEDICAID SERVICES	302352	221179	PLAN ID 7977-RDS REFUND 2014	\$45,525.00
UNASSIGNED TOTAL ****				\$45,525.00

Division: 222 EMPLOYEE BENEFIT PROGRAM

LIFE INSURANCE COMPANY OF NORTH AMERICA	3/2015-FLI051384	221249	FLI051384 PREMIUMS-MAR 2015	\$9,461.69
	3/2015-LK030278		LK030278 PREMIUMS-MAR 2015	\$11,191.10
	3/2015-OK807703		OK807703 PREMIUMS-MAR 2015	\$2,508.97
MAGELLAN BEHAVIORAL HEALTH	MAR 2015	221097	EAP PREMIUMS-MARCH	\$686.89
REHN & ASSOCIATES INC	756489	221116	HRA PLAN RENEWAL 1/1-12/31/15	\$250.00
	FEB 2015	221444	HRA PREMIUMS-FEB	\$315.00
VERDE SERVICES INC	997338	221461	1ST QTR 2015 FLEX BENEFIT PLAN	\$880.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****				\$25,293.65
HEALTH CARE/BENEFITS PLAN Total ***				\$70,818.65

FUND 611 FIREMAN'S PENSION**Division:** 216 FIRE PENSION

COLUMBIA INDUSTRIES SUPPORT LLC	263064	221193	ON SITE SHREDDING WO#190036	\$10.05
FIRE PENSION TOTAL ****				\$10.05
FIREMAN'S PENSION Total ***				\$10.05

FUND 612 POLICEMEN'S PENSION**Division:** 217 POLICE PENSION

COLUMBIA INDUSTRIES SUPPORT LLC	263064	221193	ON SITE SHREDDING WO#190036	\$10.05
POLICE PENSION TOTAL ****				\$10.05
POLICEMEN'S PENSION Total ***				\$10.05



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 634		WINE SCIENCE CENTER PDA			
Division:	912	WINE SCIENCE CENTER PDA			
MILLER MERTENS & COMFORT PLLC		122857	221101	WSCDA LEGAL SERVICES-JAN	\$275.00
				WINE SCIENCE CENTER PDA TOTAL ****	\$275.00
				WINE SCIENCE CENTER PDA Total ***	\$275.00
FUND 641		SOUTHEAST COMMUNICATIONS CTR			
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		2/15-030301072100	221044	FAX LINES 1/21-2/20	\$34.51
BANK OF AMERICA		TXN00020105	221335	STAPLES-InkCartridges	\$851.75
		TXN00020149		C&C SMART-Supplies	\$11.90
		TXN00020150		COSTCO-OfficeSupplies	\$196.72
				COSTCO- PaperTowels	\$138.41
		TXN00020158		COL BASIN PAPER-Janitor Supp	\$9.23
CENTURYLINK		3/15-509-786-2112	221396	GENERAL 3/6-4/5/15	\$90.58
CERIUM NETWORKS INC		040778	221180	SMARTNET LICENSES	\$1,358.77
CITY OF RICHLAND		3454638	221185	BCES UTILITIES 2/3-3/2/15	\$2,324.86
FRONTIER		2/15-509-628-2609	221081	GENERAL 2/25-3/24/15	\$422.79
		3/15-206-188-2381	221415	E911/GENERAL 3/10-4/9/15	\$236.00
		3/15-509-628-1472	221209	GENERAL PHONE 3/4-4/3/15	\$66.80
		3/15-509-628-2600	221415	LONG DISTANCE 3/10-4/9/15	\$803.60
		3/15-509-628-2608	221209	GENERAL PHONE 3/7-4/6/15	\$80.79
LEGACY TELECOMMUNICATIONS INC		15661	221096	REPAIR COMM CENTER SWITCHES	\$177.19
POCKETINET COMMUNICATIONS INC		80437	221274	WIRELESS TRNSPORT/INTERNET-APR	\$268.28
RICHLAND ACE HARDWARE		45067	221498	FASTENERS	\$0.13
SOFTCHOICE CORPORATION	P054934	3915833	221292	LANDESK TECH SUPPORT- EMERGENC	\$593.66
SPRAGUE PEST SOLUTIONS		2538291	221294	PEST CONTROL SRVCS-MAR	\$42.39
TRI CITY HERALD		114835/2015	221314	1 YR TCH RENEWAL 4/2015-4/2016	\$95.92
VANGUARD CLEANING SYSTEM OF INLAND NW		49716	221319	BCES JANITORIAL SRVCS-MAR	\$375.00
VERIZON WIRELESS		9741769734	221462	CELLPHONES 3/7-4/6/15	\$276.44
WASHINGTON CITIES INSURANCE AUTHORITY		101206	221141	NOTARY BOND-CAROLE CIMRHAKL	\$25.00
WASHINGTON STATE TREASURER		NOTARY-CIMRHAKL	221071	NOTARY RENEWAL-CIMRHAKL	\$15.00
WATER SOLUTIONS INC		10539	221325	WATER FILTRATION 3/7-4/6	\$33.66
XEROX CORPORATION		078512716	221472	W7855 BASE CHRGP/PRINTS-FEB	\$80.65
				SECOMM OPERATIONS GENERAL TOTAL ****	\$8,610.03
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00020308	221335	STAPLES-911 Supplies for Recor	\$235.68
		TXN00020313		STAPLES- Envelopes for 911 Rec	\$268.43
		TXN00020316		STAPLES -911 Supplies	\$61.63
		TXN00020408		BEST BUY-Video cards for 911	\$108.58



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00020460	221335	ACT Washington APCO - Purchase	\$285.00
CABRERA, LUCIA		15-105 CABRERA	221361	TELECOMM IV/MOSES LAKE/CABRERA	\$138.00
CITY OF RICHLAND		15-104 FOURNIER	221365	TELECOMM IV/MOSES LAKE/FOURNIER	\$179.01
FERRIS, LORI		15-106 FERRIS	221369	TELECOMM IV/MOSES LAKE/FERRIS	\$138.00
FRONTIER		2/15-253-012-0862	221081	E911 2/22-3/21/15	\$35.00
		3/15-206-188-2381	221415	E911/GENERAL 3/10-4/9/15	\$236.00
		3/15-509-735-2383	221209	E911 LINE 3/7-4/6/15	\$137.05
HUSA, E. IVAR		15-099 HUSA	221371	STATE 911 GIS/MOSES LAKE/HUSA	\$59.62
LANGUAGE LINE SERVICES LLC		3553278	221244	NON EMERGENCY TRANSLATION-FEB	\$138.97
		3559606		E911 TRANSLATION SRVCS-FEB	\$301.65
NETCASTERS INC		48867	221263	ONLINE TRNG MGMT-MARCH	\$220.00
PHIPPS, JASON		15-107 PHIPPS	221382	TELECOMM IV/MOSES LAKE/PHIPPS	\$138.00
POCKETINET COMMUNICATIONS INC		80437	221274	WIRELESS TRNSPORT/INTERNET-APR	\$268.27
E911 OPERATIONS TOTAL ****					\$2,948.89
SOUTHEAST COMMUNICATIONS CTR Total ***					\$11,558.92
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BENTON PUD		3/15-4843174575	221168	UTILITIES SRVCS 1/18-2/26	\$544.52
CERIUM NETWORKS INC		040778	221180	SMARTNET LICENSES	\$1,358.78
KLICKITAT COUNTY PUD		3/15-69552623	221241	GOLGATHA UTILITIES 1/30-2/27	\$184.94
LEGACY TELECOMMUNICATIONS INC		15661	221096	REPAIR COMM CENTER SWITCHES	\$177.19
SOFTCHOICE CORPORATION	P054934	3915833	221292	LANDESK TECH SUPPORT- EMERGENC	\$593.68
800 MHZ TOTAL ****					\$2,859.11
800 MHZ PROJECT Total ***					\$2,859.11
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
BANK OF AMERICA		TXN00020105	221335	STAPLES-InkCartridges	\$407.25
		TXN00020149		C&C SMART-Supplies	\$2.10
		TXN00020150		COSTCO WHSE #0486 - Purchase	\$34.72
		TXN00020300		WALMART-Food for LEPC Mtg	\$10.54
		TXN00020306		STAPLES -Office Supplies	\$40.89
		TXN00020428		WALMART- Supplies for Meeting	\$11.66
		TXN00020448		HOME DEPOT-Supplies for Meetin	\$125.94
		TXN00020449		STARBUCKS-Coffee for Meeting	\$16.24
BECK, JEREMY		15-103	221163	EM ADVISORY GROUP/MEALS/HOTEL	\$65.07
CITY OF RICHLAND		15-103 BECK	221188	EM ADVISORY GROUP/TACOMA/BECK	\$205.54
		3454638	221185	BCES UTILITIES 2/3-3/2/15	\$516.63
DAVIS, DEANNA		15-140 DAVIS	221479	HSRC MTG/TACOMA/DAVIS	\$126.00



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LEGACY TELECOMMUNICATIONS INC		15661	221096	REPAIR COMM CENTER SWITCHES	\$59.07
POCKETINET COMMUNICATIONS INC		80437	221274	WIRELESS TRNSPORT/INTERNET-APR	\$76.65
VANGUARD CLEANING SYSTEM OF INLAND NW		49716	221319	BCES JANITORIAL SRVCS-MAR	\$125.00
VERIZON WIRELESS		9741769734	221462	CELLPHONES 3/7-4/6/15	\$57.92
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,881.22
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
BANK OF AMERICA		TXN00020173	221335	WFOA- ArandaTraining	\$125.00
		TXN00020427		SPUDNUT SHOP-Food for Exercise	\$33.88
		TXN00020443		WAL-MART-Water for Emergency D	\$6.96
		TXN00020444		SAFEWAY-Drinks for Emergency D	\$28.19
		TXN00020458		BRAD FAULK-Food for Exercise	\$445.20
CITY OF RICHLAND		3454638	221185	BCES UTILITIES 2/3-3/2/15	\$516.63
FRONTIER		3/15-509-628-2600	221415	LONG DISTANCE 3/10-4/9/15	\$803.59
LEGACY TELECOMMUNICATIONS INC		15661	221096	REPAIR COMM CENTER SWITCHES	\$59.06
MID COLUMBIA ENGINEERING INC	P054796	ST007196	221257	BECKI COATS - SURVEY TAKER	\$193.05
	P054796	ST007235		BECKI COATS - SURVEY TAKER	\$100.10
	P054796	ST007260	221432	BECKI COATS - SURVEY TAKER	\$207.35
PACIFIC OFFICE AUTOMATION		503209	221267	F551N FAX MAINT 2/25-5/25/15	\$53.54
POCKETINET COMMUNICATIONS INC		80437	221274	WIRELESS TRNSPORT/INTERNET-APR	\$76.65
SPRAGUE PEST SOLUTIONS		2538291	221294	PEST CONTROL SRVCS-MAR	\$42.39
VANGUARD CLEANING SYSTEM OF INLAND NW		49716	221319	BCES JANITORIAL SRVCS-MAR	\$125.00
VERIZON WIRELESS		9741769734	221462	CELLPHONES 3/7-4/6/15	\$40.01
XEROX CORPORATION		078512716	221472	W7855 BASE CHRGP/PRINTS-FEB	\$62.72
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$2,919.32
Division:	622	DOE EMERGENCY PREPAREDNESS			
BANK OF AMERICA		TXN00020150	221335	COSTCO-PaperTowels	\$24.43
		TXN00020316		STAPLES-General office supplie	\$19.96
CITY OF RICHLAND		3454638	221185	BCES UTILITIES 2/3-3/2/15	\$516.64
LEGACY TELECOMMUNICATIONS INC		15661	221096	REPAIR COMM CENTER SWITCHES	\$59.07
PACIFIC OFFICE AUTOMATION		503209	221267	F551N FAX MAINT 2/25-5/25/15	\$53.54
POCKETINET COMMUNICATIONS INC		80437	221274	WIRELESS TRNSPORT/INTERNET-APR	\$76.65
VERIZON WIRELESS		9741769734	221462	CELLPHONES 3/7-4/6/15	\$57.92
XEROX CORPORATION		078512716	221472	W7855 BASE CHRGP/PRINTS-FEB	\$62.72
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$870.93
Division:	623	JURISIDITION			
AT&T LONG DISTANCE		2/15-030301072100	221044	FAX LINES 1/21-2/20	\$34.51
BANK OF AMERICA		TXN00020158	221335	COL BASIN PAPER-Janitor Supp	\$1.63
CERIUM NETWORKS INC		040778	221180	SMARTNET LICENSES	\$1,358.78
SOFTCHOICE CORPORATION	P054934	3915833	221292	LANDESK TECH SUPPORT- EMERGENC	\$593.70



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY HERALD		114835/2015	221314	1 YR TCH RENEWAL 4/2015-4/2016	\$95.92
WASHINGTON CITIES INSURANCE AUTHORITY		101206	221141	NOTARY BOND-CAROLE CIMRHAKL	\$25.00
WASHINGTON STATE TREASURER		NOTARY-CIMRHAKL	221071	NOTARY RENEWAL-CIMRHAKL	\$15.00
WATER SOLUTIONS INC		10539	221325	WATER FILTRATION 3/7-4/6	\$33.67
XEROX CORPORATION		078512716	221472	W7855 BASE CHR/PRINTS-FEB	\$62.73
JURISIDITION TOTAL ****					\$2,220.94
Division:	630	HOMELAND SECURITY PREPARDNESS			
BANK OF AMERICA		TXN00020122	221335	WAL-MART-SHSP Mtg	\$16.58
		TXN00020187		FIESTA-Food/SHSP Mtg	\$426.53
BENTON COUNTY FIRE DIST 2		2015-02	221164	CPR MACHINE-LUCAS2	\$12,968.00
BENTON COUNTY SHERIFF'S OFFICE		1521	221165	SNAP TRENDS-SOFTWARE/EQUIPMENT	\$20,000.00
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$33,411.11
EMERGENCY MANAGEMENT Total ***					\$41,303.52
FUND	644	MICRO-WAVE			
Division:	611	MICROWAVE			
DAY MANAGEMENT CORPORATION DBA		379395	221196	REPLACE STAR MICROWAVE CARD	\$1,058.86
MICROWAVE TOTAL ****					\$1,058.86
MICRO-WAVE Total ***					\$1,058.86
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9696	221282	Customer Refund	\$142.96
		CISPAY9697	221291	Customer Refund	\$18.32
		CISPAY9698	221235	Customer Refund	\$73.20
		CISPAY9699	221227	Customer Refund	\$90.04
		CISPAY9700	221239	Customer Refund	\$29.99
		CISPAY9701	221176	Customer Refund	\$30.33
		CISPAY9702	221236	Customer Refund	\$251.19
		CISPAY9703	221152	Customer Refund	\$76.94
		CISPAY9704	221286	Customer Refund	\$28.53
		CISPAY9705	221232	Customer Refund	\$2.48
		CISPAY9706	221243	Customer Refund	\$296.84
		CISPAY9707	221253	Customer Refund	\$319.29
		CISPAY9708	221199	Customer Refund	\$141.51
		CISPAY9709	221211	Customer Refund	\$195.00
		CISPAY9710	221240	Customer Refund	\$171.88
		CISPAY9711	221207	Customer Refund	\$90.96
		CISPAY9712	221208	Customer Refund	\$197.48



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9713	221198	Customer Refund	\$61.24
		CISPAY9714	221228	Customer Refund	\$135.51
		CISPAY9715	221284	Customer Refund	\$141.60
		CISPAY9716	221149	Customer Refund	\$18.25
		CISPAY9717	221159	Customer Refund	\$61.30
		CISPAY9718	221252	Customer Refund	\$133.34
		CISPAY9719	221233	Customer Refund	\$39.85
		CISPAY9720	221230	Customer Refund	\$109.65
		CISPAY9721	221183	Customer Refund	\$85.38
		CISPAY9722	221229	Customer Refund	\$58.71
		CISPAY9723	221300	Customer Refund	\$29.07
		CISPAY9724	221372	Customer Refund	\$82.90
		CISPAY9725	221364	Customer Refund	\$126.53
		CISPAY9726	221375	Customer Refund	\$123.01
		CISPAY9727	221376	Customer Refund	\$116.02
		CISPAY9728	221374	Customer Refund	\$120.60
		CISPAY9729	221379	Customer Refund	\$118.21
		CISPAY9730	221381	Customer Refund	\$69.80
		CISPAY9731	221370	Customer Refund	\$161.67
		CISPAY9732	221377	Customer Refund	\$115.96
		CISPAY9733	221383	Customer Refund	\$168.88
		CISPAY9734	221367	Customer Refund	\$334.96
		CISPAY9735	221380	Customer Refund	\$51.06
		CISPAY9736	221363	Customer Refund	\$86.65
		CISPAY9737	221385	Customer Refund	\$100.99
		CISPAY9738	221384	Customer Refund	\$561.45
		CISPAY9739	221362	Customer Refund	\$19.87
		CISPAY9740	221373	Customer Refund	\$49.66
		CISPAY9741	221378	Customer Refund	\$20.45
		CISPAY9742	221368	Customer Refund	\$69.80
		CISPAY9743	221366	Customer Refund	\$7.77
		CISPAY9744	221490	Customer Refund	\$70.29
		CISPAY9745	221507	Customer Refund	\$210.43
		CISPAY9746	221505	Customer Refund	\$311.92
		CISPAY9747	221488	Customer Refund	\$19.33
		CISPAY9748	221492	Customer Refund	\$28.89
		CISPAY9749	221511	Customer Refund	\$74.92
		CISPAY9750	221510	Customer Refund	\$92.86
UNASSIGNED TOTAL ****					\$6,345.72
UTILITY BILL CLEARING FUND Total ***					\$6,345.72



City Of Richland

VL-1 Voucher Listing

From: 3/9/2015 To: 3/27/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,763,274.12

Number of Invoices

Amount

Vouchers In Richland	218	\$118,976.47
Vouchers In Tri Cities	165	\$600,420.33
Vouchers In WA	300	\$415,797.38
Vouchers Outside WA	1246	\$628,079.94
Vouchers Final Total.....	1929	\$1,763,274.12

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$34,483.36	1.96%
3	SUPPLIES	\$222,528.78	12.62%
4	OTHER SERVICES & CHARGES	\$522,669.90	29.64%
5	INTERGOVERNMENTAL SERVICES	\$101,004.08	5.73%
6	CAPITAL PROJECTS	\$567,776.11	32.2%
	MACHINERY & EQUIPMENT	\$100,773.17	5.72%
	REFUNDS	\$6,345.72	0.36%
9	INTERFUND SERVICES	\$107.60	0.01%
	INVENTORY PURCHASES	\$207,585.40	11.77%
	Total	\$1,763,274.12	