



Agenda
City Council Regular Meeting
Tuesday, February 18, 2020
City Hall Council Chambers | 625 Swift Boulevard

City Council Workshop - 7:00 p.m. (Discussion Only – Council Chambers)

Agenda Item:

1. Regulating Electric Scooters and Bikes (20 minutes)
 - Joe Schiessl, Parks & Public Facilities Director
2. Hanford Communities Operating Jurisdiction Agreement Update (5 minutes)
 - Cindy Reents, City Manager
3. Discuss Meeting Agenda Items (5 minutes)
 - City Councilmembers

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. The REACH Annual Update (7 minutes)
 - Rosanna Sharpe Executive Director
5. Internet Crimes Against Children Seizure Award (7 minutes)
 - John Bruce, Chief of Police
6. 2019 Fire & Emergency Services Annual Report (15 minutes)
 - Tom Huntington, Fire & Emergency Services Director

Public Hearing: Please limit public hearing comments to 3 minutes. Records intended for Council consideration must be given to the City Clerk.

7. Proposed Amendment to the 2020 Budget regarding the Water Fund, Ordinance No. 02-20
 - Pete Rogalsky, Public Works Director
8. Proposed Relinquishment of a Utility Easement lying within 1609 Van Giesen Street, Resolution No. 32-20
 - Pete Rogalsky, Public Works Director

Public Comments: Please limit public comments to 2 minutes. Records intended for Council consideration must be given to the City Clerk.

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business.

Minutes:

9. Approval of the February 4, 2020 Council Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

10. Ordinance No. 02-20, Amending the 2020 Budget to Increase Appropriations in the Water Fund
 - Pete Rogalsky, Public Works Director
11. Ordinance No. 03-20, Amending Richland Municipal Code Section 2.04.125 related to the Selection Process for Council Appointments
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

Resolutions - Adoption:

12. Resolution No. 25-20, Authorizing a Consultant Agreement with Electric Power Systems, Inc. for Engineering Design of the Oscar Substation
 - Clint Whitney, Energy Services Director
13. Resolution No. 26-20, Approving 2020 Business License Reserve Fund Grants
 - Kerwin Jensen, Development Services Director
14. Resolution No. 27-20, Approving the Final Plat of Jolianna Heights Phase 2
 - Kerwin Jensen, Development Services Director
15. Resolution No. 28-20, Authorizing a Federal Emergency Management Agency (FEMA) Grant for Radio and Communication Equipment
 - Tom Huntington, Fire & Emergency Services Director
16. Resolution No. 29-20, Approving an Alteration to the Final Plat of The Dwellings Subdivision
 - Kerwin Jensen, Development Services Director
17. Resolution No. 30-20, Authorizing a Third Amendment to the Interlocal Agreement with Port of Kennewick related to the Columbia Park Trail Improvements
 - Pete Rogalsky, Public Works Director
18. Resolution No. 31-20, Authorizing a Consultant Agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Aeration Basin No. 2 Retrofit Project
 - Pete Rogalsky, Public Works Director
19. Resolution No. 32-20, Authorizing Relinquishment of a Utility Easement at 1609 Van Giesen Street
 - Pete Rogalsky, Public Works Director
20. Resolution No. 33-20, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Back-up Generator Replacement
 - Pete Rogalsky, Public Works Director

21. Resolution No. 34-20, Authorizing a Lease Agreement with Western States for a Dozer and Articulated Truck
- Pete Rogalsky, Public Works Director
22. Resolution No. 35-20, Authorizing a Consultant Agreement with Parametrix, Inc. for 2020 Environmental Monitoring at the Horn Rapids Landfill
- Pete Rogalsky, Public Works Director

Items - Approval:

Expenditures - Approval:

23. Expenditures from January 27, 2020 - February 7, 2020 for \$14,428,883.76 including Check Nos. 276285-276682, Travel Check Nos. 19901-19905, Wire Nos. 8001-8015, Payroll Check Nos. 161144-161679, Payroll Wire/ACH Nos. 11360-11383 and Pension Check Nos. 5357-5387.
- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL WORKSHOP COVERSHEET

Council Date: 2/18/2020

Department: Parks & Public Facilities

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Regulating Electric Scooters and Bikes (20 minutes)

Summary:

Staff will provide a high level overview of new state law related to the option to regulate electric scooters and bikes in Richland.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Agenda Item

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Hanford Communities Operating Jurisdiction Agreement Update (5 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
City Council Workshop Agenda
Item

Recommended Motion:

None.

Summary:

City Manager Reents will discuss the status of the Hanford Communities Operating Jurisdiction Agreement Update.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

The REACH Annual Update (7 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

REACH Executive Director Rosanna Sharpe will present an annual update to City Council.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Internet Crimes Against Children Seizure Award (7 minutes)

Department:

Police Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Chief Bruce will present details of a recent Internet Crimes Against Children (ICAC) seizure award granted to the Richland Police Department.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

2019 Fire & Emergency Services Annual Report (15 minutes)

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Chief Huntington will present RFD's 2019 annual update to City Council.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Public Hearing

Subject:

Proposed Amendment to the 2020 Budget regarding the Water Fund, Ordinance No. 02-20

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

None.

Summary:

State law requires that a public hearing be held for Ordinance 02-20, amending the 2020 Budget.

The public hearing was advertised and posted on February 9, 2020. First reading of Ordinance 02-20 will occur at tonight's meeting, with the second reading and passage currently scheduled for the March 3, 2020 meeting.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Public Hearing

Subject:

Proposed Relinquishment of a Utility Easement lying within 1609 Van Giesen Street, Resolution No. 32-20

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

Staff has evaluated the request to relinquish a portion of a utility easement at 1609 Van Giesen Street and has determined it no longer needed.

State law requires a public hearing to solicit testimony related to this request. Staff will present a resolution for Council consideration at tonight's meeting.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the February 4, 2020 Council Meeting Minutes

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on February 4, 2020.

Summary:

Draft minutes from the February 4, 2020 City Council Meeting are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

I. DRAFT 2020.02.04 City Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard

Tuesday, February 4, 2020

City Council Workshop - 6:45 p.m.

Mayor Lukson called the workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl and City Clerk Rogers.

Agenda Item

1. Tri-City Animal Control Authority Update

City of Pasco City Manager Dave Zabell and Administrative and Community Services Director Zach Ratkai provided information on the operations and condition of the Tri-Cities Animal Control Authority (ACA).

Mr. Ratkai reviewed in great detail the history of the Animal Control Authority, the duties and responsibilities of the ACA and its contractor, the status of the current shelter, and the history and status of the proposed new facility. Lastly, Mr. Ratkai reviewed community concerns pertaining to staff, animals and the general public.

At 7:30, Mayor Lukson extended the work session to 7:37 p.m.

2. Discuss Meeting Agenda Items

Council was provided the opportunity to identify any comments or concerns with the evening's agenda.

City Council Regular Meeting - 7:37 p.m.

Mayor Lukson called the Council meeting to order at 7:37 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

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

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

MAYOR LUKSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND THOMPSON. MOTION CARRIED 5-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

COUNCILMEMBER ALVAREZ MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations

1. New Hire/Retirements

Administrative Services Director Cathleen Koch introduced new hires for the month of January. Laborer Rille Berg, Meter Reader Jose Sanchez, Library Supervisor Michael Scarfo and Human Resources Generalist Amy Stang were named. In addition, retiree Jackie Carpenter was recognized for her 19 years of service with the City. Ms. Carpenter worked in several departments throughout the years, but retired as an Officer Coordinator in the Energy Services Department.

2. Development Services Year in Review 2019

Development Services Director Kerwin Jensen began his presentation by announcing that the Development Services Department broke several development records in 2019. He gave a detailed report on single family dwellings, commercial construction, subdivision activity, land use, community development, real estate sales, economic development and planning and land use within the City.

Mayor Lukson stated that he is excited to see continued expansion in the City. He commended staff for implementing the use of advanced technology to simplify the application process for both developers and staff.

Public Hearing

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

3. Proposed Relinquishment of an Easement at 1050 Gilmore Avenue, Resolution No. 21-20

Public Works Director Rogalsky reported on this item, stating that the easement is no longer needed for municipal purposes and that surplus and relinquishment is appropriate.

Mayor Lukson opened the public hearing at 8:02 p.m. No public testimony was received. Mayor Thompson closed the public hearing at 8:02 p.m.

4. Proposed Relinquishment of an Easement at 1933 and 1947 Saint Street, Resolution No. 22-20

Public Works Director Rogalsky reported on this item, stating that the easement is no longer needed for municipal purposes and that surplus and relinquishment is appropriate.

Mayor Lukson opened the public hearing at 8:02 p.m. No public testimony was received. Mayor Thompson closed the public hearing at 8:03 p.m.

Public Comments

Cigdem Capan – 7701 Gray Street, Richland, WA – Ms. Capan urged Council to consider building a larger facility to accommodate more animals.

Tim Taylor – 462 Palm Drive, Richland, WA – Mr. Taylor agreed with the comments made by Ms. Capan, and made statements related to OSHA and facility compliance. Lastly, he asked Council to consider increasing their funding contributions towards the new shelter by using funds obtained from the City's real estate sales.

Alexis Ryan – 526 S. 40th Avenue, West Richland, WA – Ms. Ryan played an audio recording of an animal she stated developed a respiratory infection while at the animal shelter. Ms. Ryan also shared her concern about other animals becoming ill during their stay at the animal shelter due to poor air quality.

Tammy Falker – 8006 W. Brauned Place – Ms. Falker stated that she is a manager at a PetSmart location and is also in charge of pet adoption events for PetSmart in Washington and Oregon. Ms. Falker spoke of the animal over-population issues and the transfer of animals within the state to assist with over-population. She stated that a larger animal shelter is needed than what is currently proposed.

Ms. Falker also expressed concerns about lack of animal control services during the weekend. She shared that she serves as *de facto* animal control for Petco and the Tri-Cities during the weekend as a result.

Cindi Anderson – 3121 Redhawk, Richland, WA – Ms. Anderson encouraged Council to contribute funding towards the cost of spaying and neutering services and pet overpopulation prevention.

Rennae Rosenberg – 411 S. Zinser Street, Kennewick, WA – Ms. Rosenberg announced that she is attending the council meeting to support the animal shelter advocates. She encouraged Council to support the animal shelter volunteers and do more for the animals.

Shirley Gray – 139 Mesa Drive, Richland, WA – Ms. Gray stated that she had a dog that was impounded at the shelter for a few days and suffered health problems during his stay. Ms. Gray stated that since her arrival to the area in 1978, the animal shelter has remained the same size. The population in the area has increased over the years, but the size of the shelter has not grown to accommodate additional animals.

Ronna Dojer – Richland resident – Ms. Dojer stated that she has not visited the animal shelter since 2010 due to the strong odors. She is requesting a functional shelter for the volunteers and animals.

Emily Downing – W. 8th Avenue, Kennewick, WA – Ms. Downing addressed the alternatives to the overflow problems of the animal shelter as discussed by Council during the workshop. Ms. Downing stated that alternative methods mentioned by Council are already actively practiced by the animal shelter staff and volunteers. Ms. Downing stated that every animal leaving the shelter is spayed or neutered to encourage adoptions. Based on the numbers provided by Mr. Ratkai, the shelter is operating at capacity even with alternatives actively pursued. Ms. Downing requested that the new facility be built at the same size or larger, and that it be more functional to accommodate the growing population. Lastly, Ms. Downing thanked Council for listening to the public's comments and for holding the workshop.

Dawn Hansen – 225 Rachel Rd., Kennewick, WA – Ms. Hansen encouraged Council to be progressive when it comes to the animal shelter, and to explore more humane alternatives. Ms. Hansen stated that pet overpopulation resources are imperative, and involves more than education; it involves accessibility.

Jessica Hendrickson – 2894 Saulk Avenue, Richland, WA – Ms. Hendrickson stated that she has gone to the animal shelter for years and has been embarrassed by the condition of the animal shelter.

Kristin Engbrecht – 3510 Reserve Lane, Pasco, WA – Ms. Engbrecht thanked Council for holding the workshop, and said that she had hoped to receive a timeline for construction of the animal shelter.

Julie Webb – 4972 McEwan Drive, Richland, WA – Ms. Webb provided information on the number of animal kennels the shelter should have to accommodate the number of animals housed. She encouraged Council to locate property that is suitable to construct a larger shelter.

Elizabeth Lech – 1115 Margaret St. Pasco, WA – Ms. Lech gave an overview of the process involved in transporting animals through a coalition of shelters in Portland. She encouraged Council to consider the solution of euthanasia as an antiquated idea.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER LEMLEY SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: ALVAREZ, CHRISTENSEN, KENT, LEMLEY AND LUKSON. MOTION CARRIED 5-0.

Minutes- Approval

5. Approval of the January 21, 2020 Council Meeting Minutes and the January 28, 2020 Council Workshop Minutes.

Ordinances - First Reading

None

Ordinances - Second Reading & Passage

6. Ordinance No. 01-20, Amending Richland Municipal Code Section 2.31.030 related to Fingerprinting for Nonmunicipally Related Matters

Resolutions - Adoption

7. Resolution No. 17-20, Approving a Purchase and Sale Agreement with BDG Investments, LLC
8. Resolution No. 18-20, Approving the Final Plat of White Bluffs Phase 6
9. Resolution No. 19-20, Authorizing the Award of Bid to 2F Enterprises for the 2019 Pedestrian-Activated Crossings with Beacons Project
10. Resolution No. 20-20, Approving a Funding Agreement with the Kennewick Housing Authority for Micro Homes

11. Resolution No. 21-20, Authorizing Relinquishment of an Easement at 1050 Gilmore Avenue
12. Resolution No. 22-20, Authorizing Relinquishment of an Easement at 1933 and 1947 Saint Street
13. Resolution No. 23-20, Authorizing a Consultant Agreement with Hill International for Procurement and Project Management Services for Public Safety Response Stations 73 and 75
14. Resolution No. 24-20, Establishing Council Assignments for Calendar Years 2020-2021

Items - Approval

Expenditures - Approval

15. Expenditures from January 13, 2020 - January 24, 2020 for \$12,646,946.10 including Check Nos. 275855-276284, Travel Check Nos. 19899-19900, Wire Nos. 7975-8000, Payroll Check Nos. 160602-161143, and Payroll Wire/ACH Nos. 11343-11359.

Items of Business

None

Reports and Comments

City Manager

City Manager Reents announced that this is the time of year when departments give their annual reports to Council. 2019 annual reports from Richland Fire & Emergency Services and The Reach will be presented at the February 18, 2020 Council meeting.

City Council

Councilmember Alvarez thanked the Planning Department for its hard work. He then asked City Manager Reents if Richland was the first of the three cities to receive the Animal Control Authority update, to which City Manager Reents replied in the affirmative. Councilmember Alvarez addressed the animal shelter advocates in the audience by saying that Council is working hard to resolve the issues mentioned. He also provided reasoning for the questions he asked during the ACA update. Councilmember Alvarez recognized an animal shelter volunteer in the audience and thanked him for his hard work.

Councilmember Lemley addressed the concerns and proposed solutions regarding animal control and the animal shelter mentioned during the public comments period.

Councilmember Christensen stated that Council is continually learning, and that it takes time to fully understand all aspects of the animal control issue. Councilmember Christensen asked that the animal shelter advocates please keep in mind that it was a challenge to find funding for the shelter years ago, and that the City is now faced with locating additional funding for other items in addition to the request for a larger animal control facility. Council will need more information on the proposed building before action can be taken.

Mayor Pro Tem Kent thanked everyone for attending the meeting and for providing comments. She agreed with previous statements made by councilmembers regarding the animal shelter. Mayor Pro Tem Kent stated that the library recently hosted a virtual reality session for the public, and asked Parks & Public Facilities Director Schiessl to provide information on the event. Mr. Schiessl replied that the library has a state of the art virtual reality system that is used many times throughout the year.

Mayor

Mayor Lukson expounded on several items approved under the consent agenda, including the 3.95 acres of property was recently sold in the Horn Rapids Industrial Park, \$310,000 spent to enhance pedestrian crossings, and \$750,000 on behalf of the Tri-Cities HOME Consortium to provide housing options for the homeless, which currently consists of sixteen micro homes being built in the region. Mayor Lukson then thanked the animal shelter advocates for attending the meetings and providing Council with information.

Adjournment

Mayor Lukson adjourned the meeting at 8:32 p.m.

APPROVED:

ATTESTED:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 02-20, Amending the 2020 Budget to Increase Appropriations in the Water Fund

Department:
Public Works

Ordinance/Resolution Number:
02-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 02-20, increasing the 2020 budget appropriation in the Water Fund.

Summary:

RMC 18.34.020 establishes the authority for cost reimbursement by the City for certain developer-installed pipeline extensions. The Quail Ridge Phases 1 and 2 subdivisions propose to construct water pipelines eligible for cost reimbursement from the City. Specifically, the developer will install larger pipe than is required for the development in order to meet the City's needs to serve other properties.

On November 19, 2019, Richland City Council approved the 2020 Budget through Ordinance 55-19. At that time, no funds were appropriated in the Water Fund for water pipeline reimbursements since staff was not aware of the development schedule or design. Sufficient unappropriated funds are, however, available in the Water Fund to support the recommended budget adjustment. Staff proposes to amend the 2020 Water Fund budget by adding \$80,500 in unappropriated fund balance to the current year budget in order the fund the anticipated reimbursement. The development infrastructure construction project has been permitted, and is expected to be completed later this year.

A public hearing was advertised and held at tonight's meeting. Assuming no new information is presented, staff recommends approval of Ordinance No. 02-20 for first reading, by title only.

Fiscal Impact:

The Water Fund appropriation will increase by \$80,500 to allow for the payment obligation of the Quail Ridge Phases 1 and 2 water oversizing agreement. The funds will come from unappropriated fund balance in the Water Utility Fund, which has an approximate balance of \$4,911,000.

Attachments:

I. Ordinance No. 02-20

ORDINANCE NO. 02-20

AN ORDINANCE of the City of Richland amending the 2020 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's Water Fund.

WHEREAS, on November 19, 2019, Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, the Quail Ridge Phases 1 and 2 subdivision propose to construct water system infrastructure eligible for cost reimbursement from the City and estimated at \$80,500; and

WHEREAS, RMC 18.34.020 establishes the authority for cost reimbursement by the City for certain developer-installed pipeline extensions; and

WHEREAS, no funds were appropriated in the 2020 Budget in the Water Fund for waterline oversizing reimbursement; and

WHEREAS, staff recommends City reimbursement of these developer cost as the most efficient way to acquire necessary infrastructure; and

WHEREAS, sufficient unappropriated funds are available in the Water Fund to support the required budget adjustment; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on February 18, 2019 regarding the increase in appropriations from beginning fund balance in the Water Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2020 Budget was approved.

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

Section 3. Amendment of the 2020 Budget. The 2020 Budget is hereby amended to provide additional appropriations in the Water Fund from unappropriated fund balance as follows:

Water Fund

Current Appropriation: \$24,140,820

Increase in Appropriation: \$ 80,500

Amended Appropriation: \$24,221,320

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 03-20, Amending Richland Municipal Code Section 2.04.125 related to the Selection Process for Council Appointments

Department:

City Attorney

Ordinance/Resolution Number:

03-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 03-20, amending Richland Municipal Code Section 2.04.125 related to the selection process for Council appointments.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with current practice. At a recent City Council workshop, Council discussed its desire to move away from utilizing a council assignments committee to determine council liaison appointments to various internal and external boards, commissions and committees.

To make this change, a code amendment is necessary to remove the council assignments committee and its corresponding process from the Richland Municipal Code.

Staff recommends approval of Ordinance No. 03-20 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 03-20

ORDINANCE NO. 03-20

AN ORDINANCE of the City of Richland amending Title 2 of the Richland Municipal Code related to the council assignments committee.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with current practice; and

WHEREAS, at a recent City Council workshop, Council discussed its desire to move away from utilizing a council assignments committee to determine council liaison appointments to various internal and external boards, commissions and committees; and

WHEREAS, a code amendment is necessary to remove the council assignments committee and its corresponding process from the Richland Municipal Code.

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

Section 1. Richland Municipal Code Section 2.04.115, entitled Ad hoc citizens committees, as first enacted by Ordinance No. 30-91, and last amended by Ordinance No. 31-03, is here by amended as follows:

2.04.115 Ad hoc citizens committees.

An ad hoc citizens committee may be constituted upon the motion of the city council.

A. At the time of passing the motion establishing the committee, the following shall be made a part of the motion:

1. A written statement of purpose for the committee.
2. A written description of recommendations which the council expects from the committee.
3. The specific due date of material and recommendation back to the council.
4. An estimated date of completion of the committee assignment.
5. The number of members that shall be on the committee and a statement of qualifications required of committee members.
6. If special circumstances warrant the inclusion of one or more councilmembers as voting members of the committee, the motion shall provide justification for so doing.

B. Other Applicable Rules.

1. The council, through the city manager, will ~~assignments committee must~~ provide oral or written statements to nominated members of the ad hoc committee relating the purpose

of the committee, a description and due date of recommendations back to the council, and the anticipated date of completion of the committee assignment.

2. Ad hoc committee members shall normally be nominated by ~~the council assignments committee based on recommendations from the~~ members of the city council. Appointment of ad hoc committee members shall ~~normally~~ be by majority vote of the city council. ~~However, the motion may specify that the council assignments committee shall make the appointments upon recommendation of councilmembers.~~

3. The ad hoc committee shall appoint a chairperson, vice-chairperson and other officers as they see fit from the membership of the committee. Council may choose to assign a council liaison consistent with the process identified in RMC 2.04.125.

~~4. The council assignments committee may normally recommend to city council assignment of one or more councilmembers to act as nonvoting liaisons (class A) unless the motion includes councilmembers as active participants. However, the motion may specify that the assignments committee make the liaison assignment.~~

5. City staff shall provide assistance to the committee as appropriate.

6. A quorum of the ad hoc committee must be present to conduct business. A quorum shall consist of the lowest number of members of the committee that exceeds one-half the stated number of members of the committee.

7. Unless otherwise directed by city council, formal minutes need not be kept except for formal motions.

8. Written reports issued by the ad hoc committee activities shall be approved by majority vote of the committee and signed or initialed by the ad hoc committee chairperson.

Section 2. Richland Municipal Code Section 2.04.125, entitled Selection process for council appointments and all other appointments not covered by RMC 2.04.120, as first enacted by Ordinance No. 33-90, and last amended during the 2011 recodification of the RMC, is hereby amended as follows:

2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.

Biennially, generally at the first workshop after ~~in the meeting at which~~ newly elected councilmembers take office, the council shall choose from among its members ~~a standing committee of three, from which the mayor and mayor pro tem shall be excluded, known as the "council assignments committee," to assist in the selection of~~ those who will serve as council liaisons to the various boards, commissions, ~~and~~ committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. ~~by recommending appointees~~ The recommendations generated during the workshop will be presented by resolution to the full city council for approval. ~~When the council appoints a committee, they shall also~~

~~identify a temporary chairperson whose sole purpose is to set a meeting date and convene the initial meeting. The first order of business is to appoint a permanent chairperson and any other officers unless the council's action names them.~~ Each assignment to a board, commission, committee, or outside agency shall be assigned a category which shall be defined as follows:

A. Liaison Assignment to City of Richland Boards, Commissions and Committees. A councilmember shall not be a voting member of the board, commission or committee and shall participate only to a limited degree. The councilmember's purpose is primarily to communicate council policy to the board, commission or committee and to take back to the council recommendations and questions. The councilmember shall also gather information about the boards, commissions or committees and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of boards, commissions or committees to which they are assigned.

B. Liaison Assignment to Noncity Organization – Non-participant. Councilmembers shall not be voting members of non-city organizations in these kinds of assignments. The councilmember's purpose is primarily to communicate council policy to the organization and to take back to the council recommendations and questions. The councilmember shall also gather information about the organization and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of organizations to which they are assigned.

C. Assignment to Non-city Organization – Board Member. Councilmembers may be voting members of non-city organizations in these kinds of assignments. However, councilmembers shall not participate as officers of the assignee organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and ~~to take~~ bring recommendations and questions back to council; the councilmember shall also encourage ~~the carrying out~~ implementation of city objectives. The councilmember shall also gather information about the organization and communicate that information to the council when appropriate.

D. Assignment to Non-city Organization – Board Member/Officer. Councilmembers may be voting members and participate as officers of non-city organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and ~~to take~~ bring recommendations and questions back to the council; the councilmember shall also encourage implementation ~~the carrying out~~ of city objectives. The councilmember shall also gather information about the organization and communicate to the council when appropriate.

E. Assignment to Local, Regional, State, National or International Boards/Commissions and Committees Relating to City or Council Business – Member/Officer. Councilmembers who seek membership, election or reelection for office in local, regional, state, national or international boards/commissions and committees relating to city or council business must, prior to the workshop, shall first submit a request for consideration during the council assignments discussion. ~~to the council assignments committee who shall review~~

~~the request and make a recommendation to the full city council for majority approval.~~
Where circumstances require travel outside the local area at city expense, the councilmember shall adhere to ~~the travel policy,~~ RMC 1.01.040.

~~F. It shall be the responsibility of the council assignments committee to specify t~~The
category of each assignment ~~at the time the assignments are created. This will~~ signals
the level of participation required of the councilmember as to each organization or board
to which the councilmember is assigned. A roster reflecting the category of each
assignment will be kept on file in the City Clerk's Office.

Section 3. Section 2.12.010 of the Richland Municipal Code, entitled Library board
of trustees created – Membership, as first enacted by Ordinance No. 67, and last
amended by Ordinance No. 68-18, is hereby amended as follows:

2.12.010 Library board of trustees created – Membership.

There is created a library board (hereinafter referred to as the “board”) composed of five
trustees as recommended ~~by the council assignments committee~~ to the mayor, appointed
by the mayor and confirmed by a majority of city council. Trustees shall serve staggered
five-year terms and until their successors are appointed and confirmed. No person shall
be appointed to serve more than two consecutive terms as library trustee. The waiver
available under RMC 2.04.110(F) shall not apply.

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

Section 5. Should any section or provision of this ordinance be declared by a court
of competent jurisdiction to be invalid, that decision shall not affect the validity of the
ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 6. The City Clerk and the codifiers of this ordinance are authorized to make
necessary corrections to this ordinance, including but not limited to the correction of
scrivener’s errors/clerical errors, section numbering, references, or similar mistakes of
form.

PASSED by the City Council of the City of Richland, Washington, at a regular
meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 25-20, Authorizing a Consultant Agreement with Electric Power Systems, Inc. for Engineering Design of the Oscar Substation

Department:

Energy Services

Ordinance/Resolution Number:

25-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 25-20, authorizing the City Manager to sign and execute a consultant agreement with Electric Power Systems, Inc. for the engineering design of the Oscar Substation.

Summary:

City of Richland Energy Services was recently informed by Development Services of the continued interest in the Horn Rapids industrial area. The area is being actively marketed for large industrial projects. Multiple companies have approached the City about utilizing the area for new industry. Construction of a new substation in this area of Richland will address the need for additional capacity due to potential economic growth.

The Oscar Substation is planned to: 1) serve existing and new industrial loads to the area while reducing the loads on adjacent substations; and 2) provide connectivity for increased reliability. The City issued a Request for Qualifications (RFQ) and received fifteen (15) responses. Electric Power Systems, Inc. was selected as the best qualified to provide the substation design based on the firm's qualifications and past performance.

Staff recommends adoption of Resolution No. 25-20.

Fiscal Impact:

The consulting services for this project are included in the City's Capital Improvement Plan, and funding in the amount of \$552,700 is in the City's approved 2020 Budget in the Electric Utility Fund.

Attachments:

1. Resolution No. 25-20
2. Proposed Agreement with Electrical Power Systems, Inc

RESOLUTION NO. 25-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with Electrical Power Systems, Inc. for engineering design of the Oscar Substation.

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations, and energy efficiency; and

WHEREAS, in preparation for known economic growth to the Horn Rapids Industrial Area in north Richland, the City is taking affirmative steps to support load growth and provide connectivity for increased reliability; and

WHEREAS, the City will benefit from professional engineering design of the Oscar Substation; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a consulting engineering firm; and

WHEREAS, the City received fifteen (15) responses to the RFQ; and

WHEREAS, Electrical Power Systems, Inc. was selected as the most qualified vendor to complete the power substation design; and

WHEREAS, the design services will be funded through the approved Capital Improvement Plan (CIP) and previously identified as the Kingsgate Substation Project; and

WHEREAS, a scope of work and budget has been negotiated with Electrical Power Systems, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Electric Power Systems, Inc. for \$552,700, and to execute change orders up to ten percent (10%) of the approved contract amount for the Oscar Distribution Power Substation design.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****Engineering Services Design for Oscar Distribution Power Substation**

This Agreement is entered into this _____ day of February, 2020 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Electrical Power Systems, Inc. ("Consultant")**, a foreign for-profit corporation with service at 3305 Arctic Blvd., Suite 201 Anchorage, AK 99503. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement 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 (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 19-0105
 4. ☒ Exhibit B: Solicitation No. RFQ 19-0105 proposal response submitted by Consultant dated November 21, 2019.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

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 July 31, 2020.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on July 31, 2020.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Five Hundred Fifty-two Thousand, Seven Hundred Dollars (\$552,700.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. 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 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 as provided below, 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.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- 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. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, 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 this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) 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 Agreement 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

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of 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 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 Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold 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 Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay 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 Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, 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 Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon

request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and 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 Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither 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, 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>

11. 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. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially 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.

13. INSURANCE

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 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 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.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- 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. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of 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, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. 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 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 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 Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. 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 willful or negligent acts, or alleged willful or alleged negligent 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.

15. 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.

16. 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 non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Jack Anderson
Name of Firm: Electrical Power Systems, Inc.
Address: 3305 Arctic Blvd., Suite 201
Address: Anchorage, AK 99503
Email: janderson@esgrp.net
Phone Number: (907) 646-5115
Fax Number: (907) 522-1182

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant 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.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. 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) calendar 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) calendar 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.

22. 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 or sell 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.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, 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 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, 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 24, Extra Work.

24. EXTRA WORK

The City may desire to have 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.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

DRAFT



City of Richland, Washington

Oscar Distribution Power Substation

Scope of Work

January 14, 2020



Electric Power Systems, Inc.
905 24th Way SW Suite A1
Olympia, WA 98502

General

Oscar Distribution Power Substation will be located in the Horn Rapids Industrial Area, approximately 0.6 miles east of the intersection of Twin Bridges Rd and I240 in City of Richland, WA.

City of Richland's (COR) existing 115kV Transmission Line will be tapped to feed in and out of the substation. The attached one line sketches represent two options to complete this approach. The substation will step down the 115kV supply voltage to the 12.47kV distribution facilities. The substation will be composed of 115kV gang operated disconnect switches, a 15/20/25, 115kV/12.47 transformer, a metalclad switchgear building, and a 15kV disconnect switch. The substation will also include a control building and oil containment system. The station will be designed for future expansion to include two additional 15/20/25, 115kV/12.47 transformers, two additional metalclad switchgear buildings, two additional 15kV disconnect switches, and the ability to expand the oil containment system.

Electric Power Systems's (EPS) design and engineering costs include all items discussed in Task 1 – Task 5, in farther detail below. Design and Engineering cost is reflected in the attached Engineering Cost Estimate. In our past projects with COR, EPS was not required extensively during construction. We do not expect Oscar Distribution Power Substation to be any different, therefore we have separated the Construction Assistance as an optional task for COR's consideration. The attached Construction Assistance Cost Estimate reflects an inspector on site, full time, during construction.

The engineering and design shall be complete in approximately 6 months. The substation construction shall be approximately 6 months for completion. Acknowledging the substation construction shall be completed June 2021, attached is the Proposed Engineering and Construction Schedule.

All necessary permitting for the substation construction and operation are by others.

Task 1: Predesign/Purchasing Support

EPS will support COR engineering and purchasing efforts in regards to specifying and reviewing submittals for major substation equipment, including the 12kV switchgear, substation switches, circuit switcher, and pre-engineered control building. The 15kV switchgear and power transformer will be specified by COR, EPS will assist in the submittals review.

Task 2: Design

The design will include:

- Basis of Design memorandum for COR review and approval
- Geotechnical Investigation and Report, by GeoEngineers
- Survey data, by Rogers Surveying, Inc.
- Water and Sewer Design by Spink Engineering
- Civil Design for Site Development by EPS:
 - Driveway Access,
 - Working/Parking areas,
 - Soil Removal and Import,
 - Grading and Drainage,
 - Best Management Practices (BMP).
- The following will be prepared for grading permit submittal by COR:
 - Civil cover sheet with general notes
 - Temporary Erosion and Sedimentation Control (TESC) Plan
 - TESC details, notes and construction sequence
 - Grading and drainage plan and profiles
 - Horizontal control plan
- Station Layout
- Substation Fence Design
- Ground Grid Design, including soil resistivity measurement
- Oil Containment System Design
- Bus Design
- Steel Structure Design for the Transmission Line and Substation
- Transmission Line Tap Design
- Foundation Design
- Control House Layout
- Cable and Conduit Design
- Station Battery Design
- Station Service Design
- Substation Lighting Design
- AC Distribution Design
- DC Distribution Design
- 15 kV Distribution Feeder Design
- SPCC Plan
- Identify Equipment Commissioning Test & Acceptance Criteria
- 35% Package Development
- 65% Package Development
- 95% Package Development
- Engineers Estimate

Clarifications

1. No upstream or downstream analysis of the adjacent storm network is included in our scope.
2. Neither detention systems nor treatment of storm water is anticipated.
3. COR will pay all application submittal fees, review fees, and permit fees.
4. No National Pollutant Discharge Elimination System (NPDES) permit is anticipated for the project.
5. Application for a Construction Stormwater General Permit will be by others.
6. Development of stormwater pollution prevention plan (SWPPP) will be by others.
7. No landscaping other than grass seeding is included in this scope.
8. Site development work will be performed under the same contract as substation construction.
9. No parcel segregation included in survey.

Task 3: Construction Bid Documents

EPS will assist the COR in bidding the construction of the Oscar Distribution Power Substation. Specific tasks scoped in this item include:

- Review and modification of CORs General Contract Conditions
- Development of Specific Conditions
- Issued for Construction (IFC) Package Development
- Attend and assist in the Pre-Bid Meeting. Respond to Contractor Questions prior to the bid
- Assist in the Bid Evaluation
- Assemble final operation and maintenance manual for the substation.

Task 4: Project Management and Design Oversight

The EPS project manager (Jack Anderson) will oversee the project design, and will serve as the single point of contact for COR personnel.

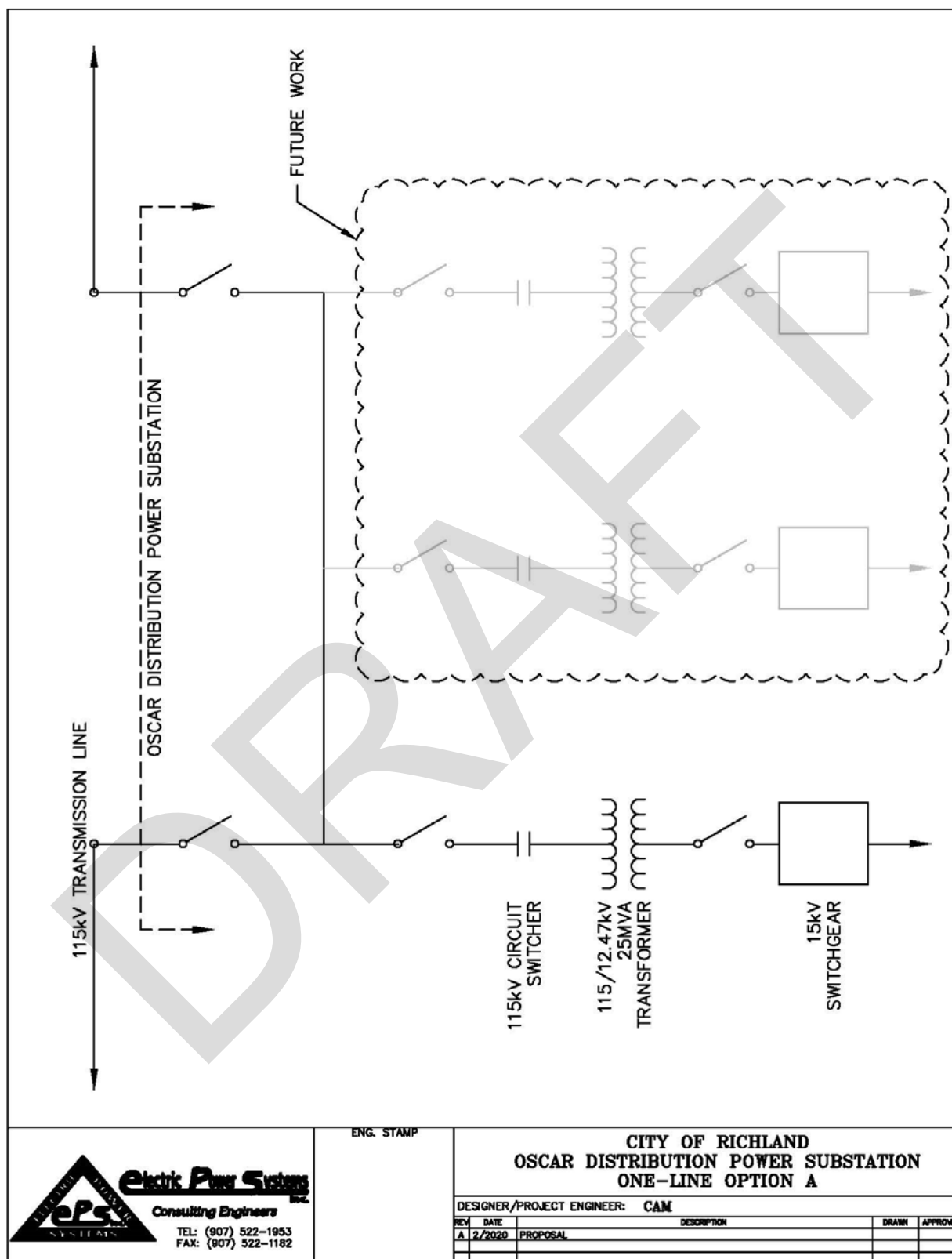
Task 5: Miscellaneous

Task 6 includes travel cost for on-site design support.

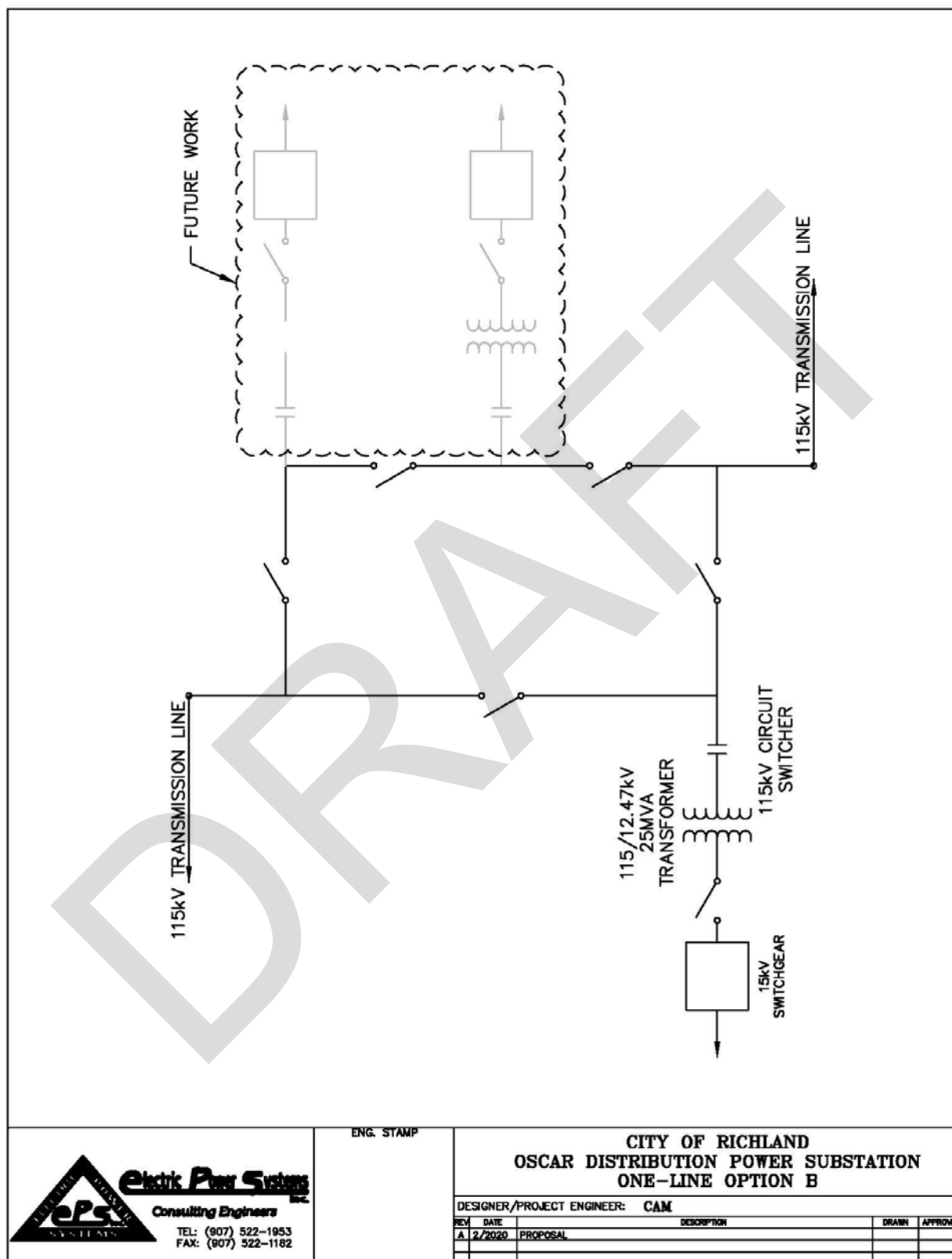
Optional Task: Construction Assistance

The Construction Assistance Task includes Construction Inspection, Test Report Review and Approval, Engineering during Construction, and the completion and drafting of contractor provided as-built drawings.

Oscar Distribution Power Substation Scope of Work



Oscar Distribution Power Substation
Scope of Work



ENGINEERING COST ESTIMATE

ELECTRIC POWER SYSTEMS, INC.

CLIENT: City of Richland
PROJ NAME: Oscar Substation - Engineering and Design
JOB CODE:
PROJ MGR.: J. ANDERSON
DATE: 1/14/2020

Rev 1/1/95

PREPARED BY: JSA
CHECKED BY:

DATE: 1/14/2020
DATE:

DATE: 1/14/2020			STAFF LABOR HOURS REQUIRED BY TASK										EXTENDED LABOR COSTS				TASK SUMMARY				
			Benefit Rate 1.00										at Labor Factor 1.00								
			DCR	GDH	JSA	MG	NY	CAM	DMB	TCC	KR	Insp									
			Billing Rate or Salary Escalation	238.00	238.00	238.00	171.00	154.00	149.00	238.00	219.00	142.00	130.00	Hours	Labor Cost	Percent Cntgcy	Labor Revenue	Expenses (2)	Subconsultant Expenses (3)	Subconsultant Labor (3)	Labor Revenue
TASK	DESCRIPTION	Billing Cost (1)	238.00	238.00	238.00	171.00	154.00	149.00	238.00	219.00	142.00	130.00									
TASK 1	Predesign/Purchasing Support														0%		0	0	0	33,852	33,852
	RFI - Information Request				4	6							10.0	1,978	0	1,978					
	Switchgear Submittals				6	2		12					20.0	4,190	0	4,190					
	Switchgear FAT					30							30.0	4,620	0	4,620					
	Review Transformer Submittals			4		8		12					24.0	5,040	0	5,040					
	Switch Specs				8								8.0	1,368	0	1,368					
	Switch Bid Docs				12								12.0	2,052	0	2,052					
	Switch Bid Reviews				8								8.0	1,368	0	1,368					
	S2000 Specs			4	8								12.0	2,320	0	2,320					
	S2000 Bid Docs			4	12								16.0	3,004	0	3,004					
	S2000 Bid Reviews			2	8								10.0	1,844	0	1,844					
	Control House Spec		10										10.0	2,380	0	2,380					
	Control House Bid Documents				12								14.0	2,528	0	2,528					
	Control House Bid Reviews				4								6.0	1,160	0	1,160					
	Subtotals		0.0	10.0	22.0	84.0	40.0	0.0	24.0	0.0	0.0	0.0	180.0	33852.0	0.0	33852.0					
TASK 2	Design														0%		0	70,739	0	284,614	355,353
	Basis of Design		4			30	10				4		48.0	8,190	0	8,190					
	Pre-Design/Site Plan Development			4	8	16		16			8		52.0	9,112	0	9,112					
	Site Civil Design-Site Development (includes Field Survey)			24	4			80			16		124.0	20,856	0	20,856			4,950		
	Geotech Report (GeoEng)			8									8.0	1,904	0	1,904			43,789		
	Substaton Fence			8				24			12		44.0	7,184	0	7,184					
	Station Layout				40			60			16		116.0	20,732	0	20,732					
	Ground Grid Design (soil resistance & final resistance)						120			20	8		148.0	23,996	0	23,996			13,200		
	Transformer Containment			12	6	10		120			24		172.0	27,282	0	27,282					
	SPCC Plan (TPECI - regstered ok, not WA specific)				4								4.0	952	0	952			6,600		
	Bus Design (Civil)				10	60	60		5	6	4		145.0	24,952	0	24,952					
	Control House (includes Spink H20/Sewer)			4	4	16					8		32.0	5,776	0	5,776			2,200		
	115 kV T-Line Tap (Structural)			40	4			16					60.0	12,856	0	12,856					
	Structure Design (Structural)			60	4			8			16		88.0	18,696	0	18,696					
	Foundation Design (Civil)			60				8			16		84.0	17,744	0	17,744					
	Relaying/SCADA		4		4	32					8		48.0	8,512	0	8,512					
	Cable and Conduit Design					20		4			4		28.0	4,584	0	4,584					
	Station Battery - Capacity Calculations					8		2					10.0	1,666	0	1,666					
	Station Service Design					24		2			4		30.0	4,970	0	4,970					
	Substation Lighting Design						24	2			8		34.0	5,130	0	5,130					
	AC Distribution Design (outdoor subpanels)					8		2			8		18.0	2,802	0	2,802					
	DC Distribution Design (outdoor subpanels)					8		2			8		18.0	2,802	0	2,802					
	65% package development		4		20	60	10	10		10	40		154.0	26,872	0	26,872					
	95% package development		4		10	30	10	4		4	20		82.0	14,314	0	14,314					
	Engineers Estimate					30	30	20					80.0	12,730	0	12,730					
	Subtotals		16.0	220.0	118.0	352.0	264.0	380.0	5.0	40.0	232.0	0.0	1627.0	284614.0	0.0	284614.0					
TASK 3	Construction Bid Documents														0%		0		0	42,427	42,427
	General Conditions								10				10.0	2,380	0	2,380					
	Specific Conditions					16	8	16	24				64.0	12,064	0	12,064					
	IFC package development		4		10	20	10	4		4	20		72.0	12,604	0	12,604					
	Pre-Bid Meeting/Questions		2			4	8	3	2				19.0	3,315	0	3,315					
	Bid Evaluation					16	8	16	24				64.0	12,064	0	12,064					
	Subtotals		6.0	0.0	10.0	56.0	34.0	39.0	60.0	4.0	20.0	0.0	229.0	42427.0	0.0	42427.0					

ENGINEERING COST ESTIMATE

ELECTRIC POWER SYSTEMS, INC.
CLIENT: City of Richland
PROJ NAME: Oscar Substation - Engineering and Design
JOB CODE:
PROJ MGR.: J. ANDERSON
DATE: 1/14/2020

Rev 1/1/95

PREPARED BY: JSA
CHECKED BY:

DATE: 1/14/2020
DATE:

			STAFF LABOR HOURS REQUIRED BY TASK										EXTENDED LABOR COSTS				TASK SUMMARY				
			Benefit Rate 1.00										at Labor Factor 1.00								
			DCR	GDH	JSA	MG	NY	CAM	DMB	TCC	KR	Insp									
Billing Rate or Salary Escalation			238.00	238.00	238.00	171.00	154.00	149.00	238.00	219.00	142.00	130.00									
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%									
TASK	DESCRIPTION	Billing Cost (1)	238.00	238.00	238.00	171.00	154.00	149.00	238.00	219.00	142.00	130.00	Hours	Labor Cost	Percent Cntgcy	Labor Revenue	Expenses (2)	Subconsultant Expenses (3)	Subconsultant Labor (3)	Labor Revenue	Task Total
TASK 4	Project Management														0%		12,100		0	99,008	111,108
	PM/Design Oversight (4 mo@10hr/wk, 4 mo@6hr/wk) Proj. Duration 15 mo				256								256.0	60,928	0	60,928					
	Principal/Design Oversight (4 mo@4hr/wk, 4 mo@2hr/wk)	96											96.0	22,848	0	22,848					
	PM reports (monthly with Invoice)				32								32.0	7,616		7,616					
	Invoice Prep/Review (monthly)				32								32.0	7,616	0	7,616					
	Subtotals		96.0	0	320.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	416.0	99008.0	0.0	99008.0					
TASK 5	Miscellaneous Tasks																0	0	0	9,960	9,960
	undefined Support				20							40	60.0	9,960	0	9,960					
	Design Travel/Per diem (assume 20 day@200/day+car, 6 tickets@\$1000)												0.0	0		0	12,100				
	Subtotals		0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	60.0	9960.0	0.0	9960.0					
TOTALS: hrs			118.0	230.0	490.0	492.0	338.0	419.0	89.0	44.0	252.0	40.0	2512.0	469861.0	0.0	469861.0	12100.0	70,739	0.0	469861.0	552699.8

				Check sum of hours:			2,512	2,512	ok
labor costs	28,084	54,740	116,620	84,132	52,052	62,431	21,182	9,636	35,784
labor revenue	28,084	54,740	116,620	84,132	52,052	62,431	21,182	9,636	35,784
				Check sum of labor costs:			469,861	469,861	ok

NOTES:
1. Salary Cost = Salary x Salary Escalation x Benefit Rate.

SUBCONSULTANTS (5)

LABOR REVENUE	\$469,861
EXPENSES	\$12,100
SUBCONSULTANT EXPENSES	\$70,739
SUBCONSULTANT LABOR	\$0
TOTAL PROJECT REVENUE	\$552,700

CLIENT: City of Richland
PROJ NAME: Oscar Substation - Engineering and Design
JOB CODE: 0
PROJ MGR.: J. ANDERSON
DATE: 1/14/2020

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____

EXPENSE ITEM	Cost / Unit	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9		TOTALS	
		Qty.	\$	Qty.	\$	Qty.	\$	Qty.	\$	Qty.	\$	Qty.	\$	Qty.	\$	Qty.	\$	Qty.	\$	Qty. / Item	\$
35 Hotel & Meals	200 \$/pers.-day	0	\$0	0	\$0		\$0	0	\$0	20	\$4,000	0	\$0	0	\$0	0	\$0	0	\$0	20 per.-days	\$4,000
36 Travel - Surface																					
Mileage	0.35 \$ / mile	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 miles	\$0
Car Rental	50 \$ / day	0	\$0	0	\$0		\$0	0	\$0	20	\$1,000	0	\$0	0	\$0	0	\$0	0	\$0	20 days	\$1,000
Taxi	20 \$ / day	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 days	\$0
37 Travel-Air	1000 \$ / rt	0	\$0	0	\$0		\$0	0	\$0	6	\$6,000	0	\$0	0	\$0	0	\$0	0	\$0	6 rt	\$6,000
38 Travel-Misc. Exp. (Tips, etc)	10 \$ / day	0	\$0	0	\$0		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 days	\$0
39 Travel - Other			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Travel - Other	\$0
45 Communications - Telephone			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Comm. - Tele.	\$0
- FAX			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	- Fax	\$0
46 Postage			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Postage	\$0
47 Delivery and Shipping			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Delivery	\$0
48 Supplies			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Supplies	\$0
49 Printing and Reproduction																					
Xerox Copies	0.15 \$ ea	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 copies	\$0
Blueline Prints	1.50 \$ ea	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 bluelns	\$0
Check Prints, 11x17"	0.75 \$ ea	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 11x17s	\$0
Chk Prints, Large Bond	3.00 \$ ea	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 bond prn	\$0
Plots, Large Vellum	3.00 \$ ea	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 vellums	\$0
Plots, Large Mylar	5.00 \$ ea	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 mylars	\$0
Photo Work			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Photo Work	\$0
Other			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Other	\$0
50 Maps and Charts			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Maps/Charts	\$0
51 Books and Publications			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Books/Pub	\$0
53 Miscellaneous Expenses			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Misc. Exp.	\$0
58 Equipment Rental			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Equip. Rental	\$0
65 PC Charges																					
CAD	0 \$ / hour	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 CAD hrs	\$0
Engr. PC	0 \$ / hour	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 PC hrs	\$0
Word Pro	0 \$ / hour	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 WP hrs	\$0
67 Other Expenses			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	Other Exp.	\$0
SUBTOTAL w/o Markup			\$0		\$0		\$0		\$0	\$11,000	\$0		\$0		\$0		\$0		\$0		\$11,000
SUBTOTAL w/ Markup(1)			\$0		\$0		\$0		\$0	\$12,100	\$0		\$0		\$0		\$0		\$0		\$0

NOTES:
1. Subtotal w/ Markup = Subtotal w/o Markup + (Subtotal w/o Markup x Markup @)
2.

Check sum of expenses: 12,100 12,100 ok

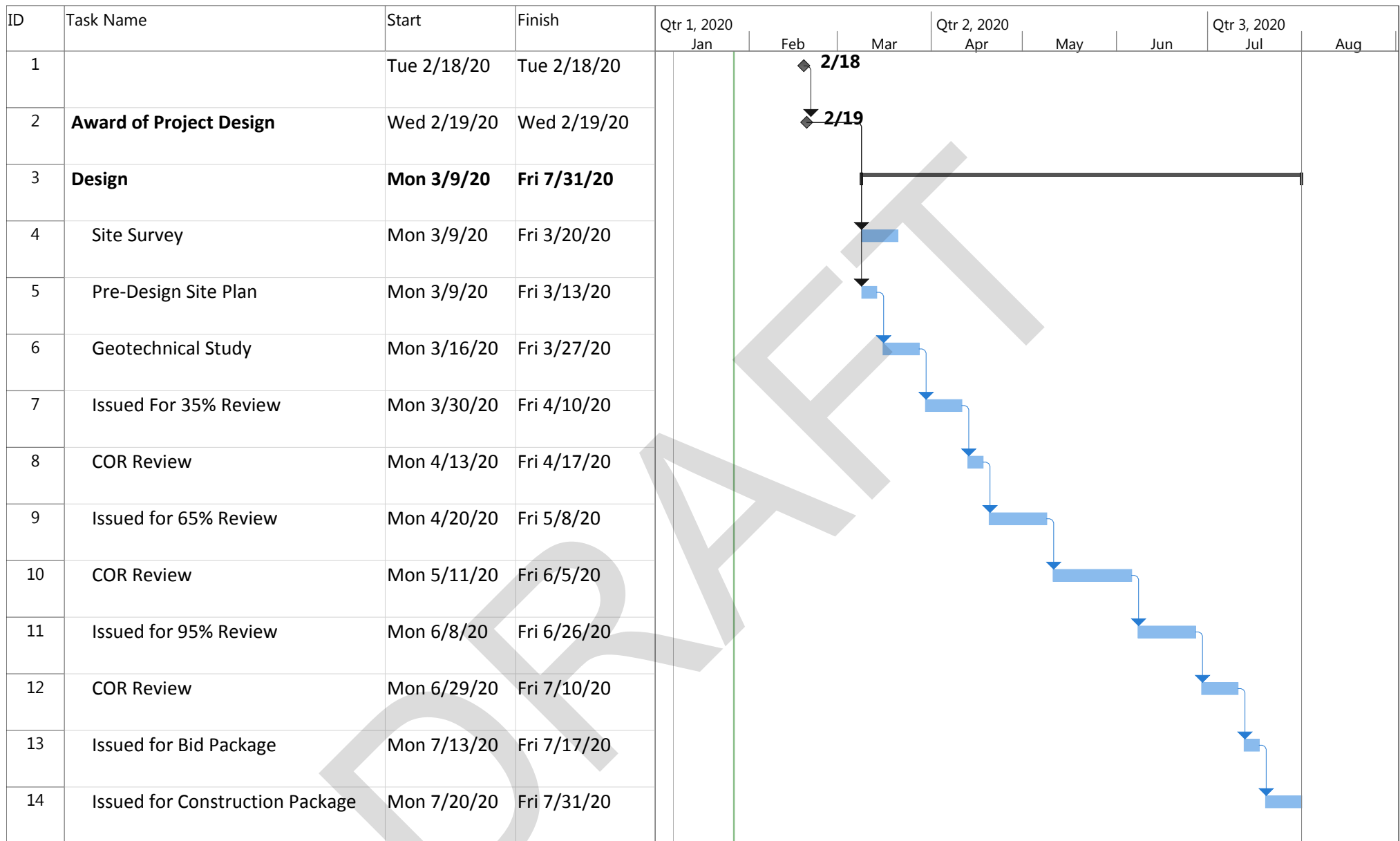
SUBTOTAL EXPENSES \$11,000
Markup @ 10% \$1,100
TOTAL \$12,100

SUBCONSULTANT	TASK 1			TASK 2			TASK 3			TASK 4			TASK 5			TASK 6			TASK 7			TASK 8			TASK 9			TOTALS		
	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor	Hrs.	Exp.	Labor
GeoEngineers	0	\$0	\$0	0	\$39,808	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$39,808	0
SEI - Ground Grid Testing	0	\$0	\$0	0	\$12,000	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$12,000	0
Travis Peterson - SPCC	0	\$0	\$0	0	\$6,000	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$6,000	0
Survey/RSI	0	\$0	\$0	0	\$4,500	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$4,500	0
Spink H20/Sewer	0	\$0	\$0	0	\$2,000	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$2,000	0
	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	0
	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	0
	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	0
	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	0
	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	0
SUBTOTAL w/o Markup	0	\$0	\$0	0	\$64,308	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$64,308	\$0
SUBTOTAL w/ Markup(1)		\$0	\$0		\$70,739	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0			

NOTES:
1. Subtotal w/ Markup = Subtotal w/o Markup + (Subtotal w/o Markup x Markup @)
2.

Check sum of hours:	0	0	ok
Check sum of expenses:	70,739	70,739	ok
Check sum of labor:	0	0	ok

Exp w/ mkup	70,739
Lab w/ mkup	0
SUBTOTAL EXPENSES	\$64,308
SUBTOTAL LABOR	\$0
SUBTOTAL	\$64,308
Markup @ 10%	\$6,431
TOTAL	\$70,739



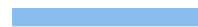
Project: OSCAR DISTRIBUTION POWER SUBSTATION

Date: 1/2020



Task

Split



Milestone

Summary



Project Summary

Deadline





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 26-20, Approving 2020 Business License Reserve Fund Grants

Department:

Development Services

Ordinance/Resolution Number:

26-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 26-20, approving 2020 Business License Reserve Fund grants, and authorizing the City Manager to sign and execute agreements with BLRF grantees.

Summary:

Each year, applications are solicited for the Business License Reserve Fund (BLRF) and are presented to the Economic Development Committee (EDC) for review and recommendation. Staff estimates that \$129,000 is available in the Business License Reserve Fund for 2020.

Nine presentations from four (4) different applicants were considered at the EDC's January 27, 2020 meeting. The EDC made the following recommendations:

Commercial Facade Improvement Program: \$65,000

DBID (Parkway) Bench refinishing: \$5,000 (partial match from applicant)

UBID (Uptown) Art in the Uptown: \$12,000 (partial match from applicant)

UBID (Uptown) Events at the Uptown: \$7,500 (partial match from applicant)

UBID (Uptown) Security and Maintenance: \$6,000 (partial match from applicant)

Chamber of Commerce - Economic Gardening: \$14,000

SCORE Business Fair: \$6,000

Chamber - Live @ 5: \$10,000

Total Recommendation: \$125,500

Staff recommends adoption of Resolution No 26-20, approving the funding recommendations advanced by the Economic Development Committee for 2020 BLRF grant awards.

Fiscal Impact: In 2019, total business license fees collected were down from previous years. Eighteen percent (18%) of the overall revenue creates the Business License Reserve Fund. If all Business License Reserve Fund applications are approved as recommended, \$125,500.00 will be expended from the 2020 fund balance.

Attachments:

I. Resolution No. 26-20

RESOLUTION NO. 26-20

A RESOLUTION of the City of Richland awarding the distribution of funds from the Business License Reserve Fund.

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.385, City Council established a reserve funded through a portion of fees for business licenses that is used to promote business activities related to tourism, core development, general economic development, capital expenditures for community improvements, and the prevention of blight; and

WHEREAS, City staff estimates that \$129,000 is available for eligible projects in 2020; and

WHEREAS, applications were solicited and reviewed by the Economic Development Committee (EDC); and

WHEREAS, at its February 3, 2020 meeting, the Economic Development Committee provided a positive recommendation to allocate \$125,500 toward projects determined eligible under RMC 5.04.385 and RMC 5.04.386 as described on **Exhibit A**, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Business License Reserve Fund funding agreements in the amounts identified and with the applicants listed on **Exhibit A**.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

Description	Applicant	Amount
Live at 5 (001)	TC Regional Chamber of Commerce	\$10,000
Economic Gardening (002)	TC Regional Chamber of Commerce	\$14,000
Bench/Lid Refinishing (003)	Downtown BID	\$5,000
Business Fair (005)	SCORE of the Mid-Columbia	\$6,000
Maintenance and Security (006)	Uptown BID	\$6,000
Art at the Uptown (007)	Uptown BID	\$12,000
Events at the Uptown (008)	Uptown BID	\$7,500
CIP Program (009)		\$65,000
	TOTAL	\$125,500



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 27-20, Approving the Final Plat of Jolianna Heights Phase 2

Department:

Development Services

Ordinance/Resolution Number:

27-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 27-20, approving the final plat of Jolianna Heights Phase 2.

Summary:

The Final Plat of Jolianna Heights Phase 2, submitted by TLH Enterprise Inc. (Wes Hodges), proposes to subdivide 7.34 acres into 15 lots available for single-family residential construction in the R-I-10 zoning district.

Phase 2 is the second and final phase belonging to the Jolianna Heights preliminary plat. Respective public infrastructure improvements are complete and have been accepted by the City.

Staff recommends adoption of Resolution No. 27-20.

Fiscal Impact:

Development of the lots within the final plat will increase the taxable value of the property, and will also increase the demand for city services.

Attachments:

1. Resolution No. 27-20
2. Vicinity Map

RESOLUTION NO. 27-20

A RESOLUTION of the City of Richland approving the final plat of Jolianna Heights Phase 2 subject to the conditions of approval contained in the Richland Hearing Examiner's Report S2016-102 and the findings and conclusions of the Richland City Council as adopted by Resolution No. 03-17.

WHEREAS, on November 17, 2016, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Jolianna Heights; and

WHEREAS, on December 21, 2016, the Richland Hearing Examiner recommended the Richland City Council conditionally approve the preliminary plat of Jolianna Heights; and

WHEREAS, on February 7, 2017, Richland City Council held a closed-record hearing to consider the proposed Jolianna Heights preliminary plat application and the recommendation of the Hearing Examiner. Council took action to approve the preliminary plat request; and

WHEREAS, the public improvements required for the plat of Jolianna Heights Phase 2, consisting of 15 lots, have been completed and accepted by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Jolianna Heights Phase 2, attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved subject to the conditions of approval contained in the Richland Hearing Examiner's Report S2016-102, attached hereto as **Exhibit B** and incorporated by reference, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 03-17.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

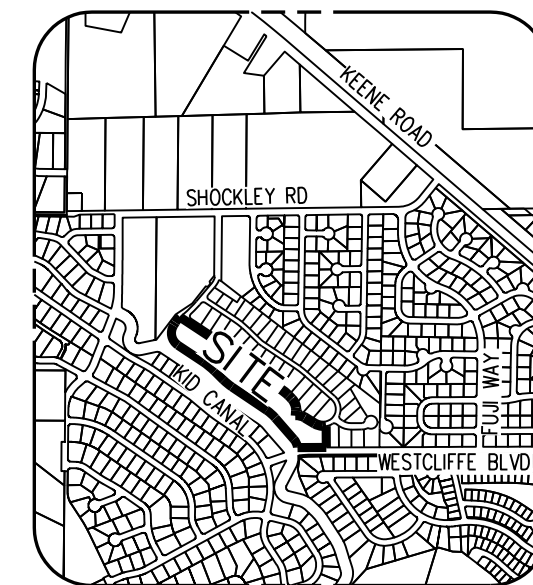
Approved as to form:

Jennifer Rogers, City Clerk

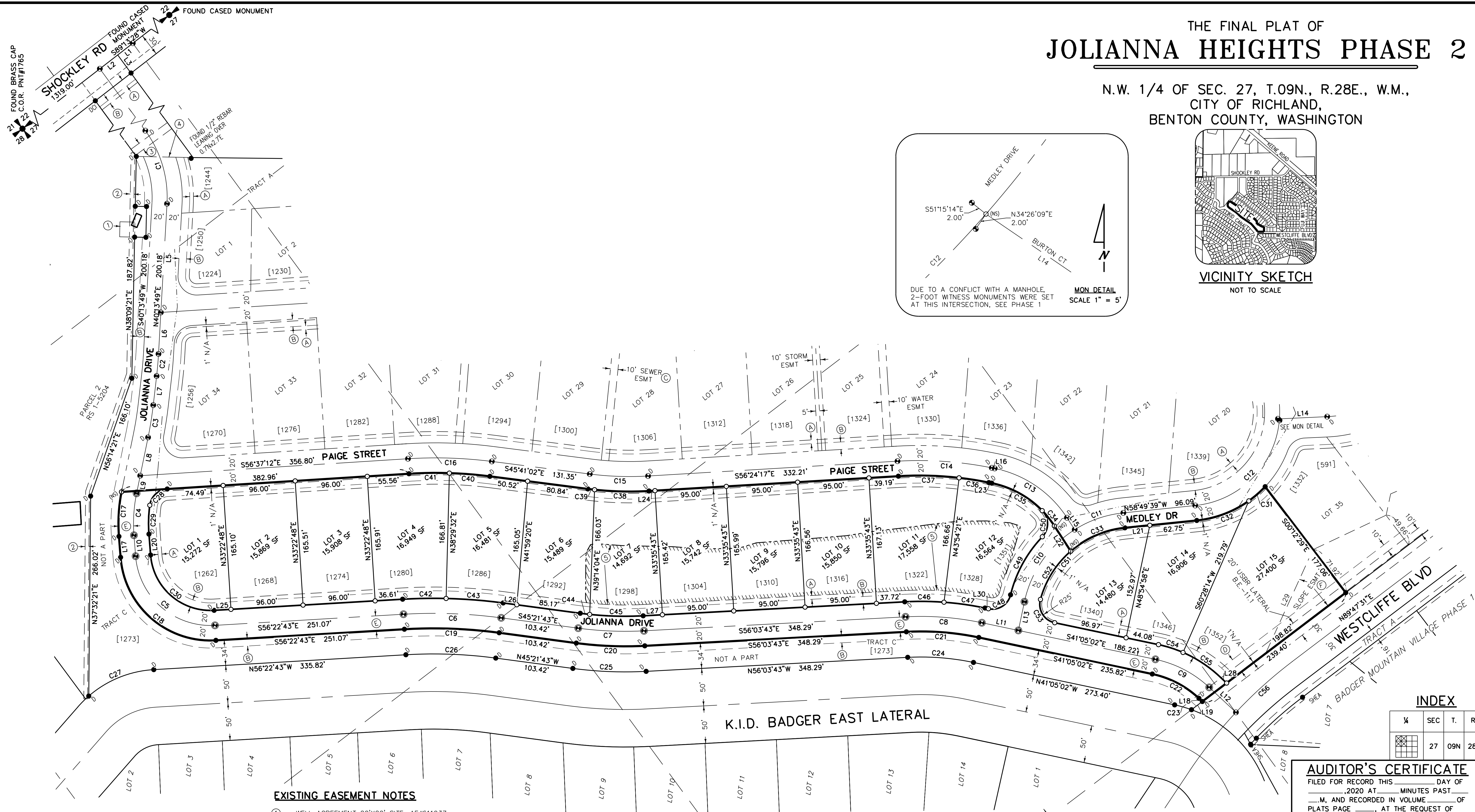
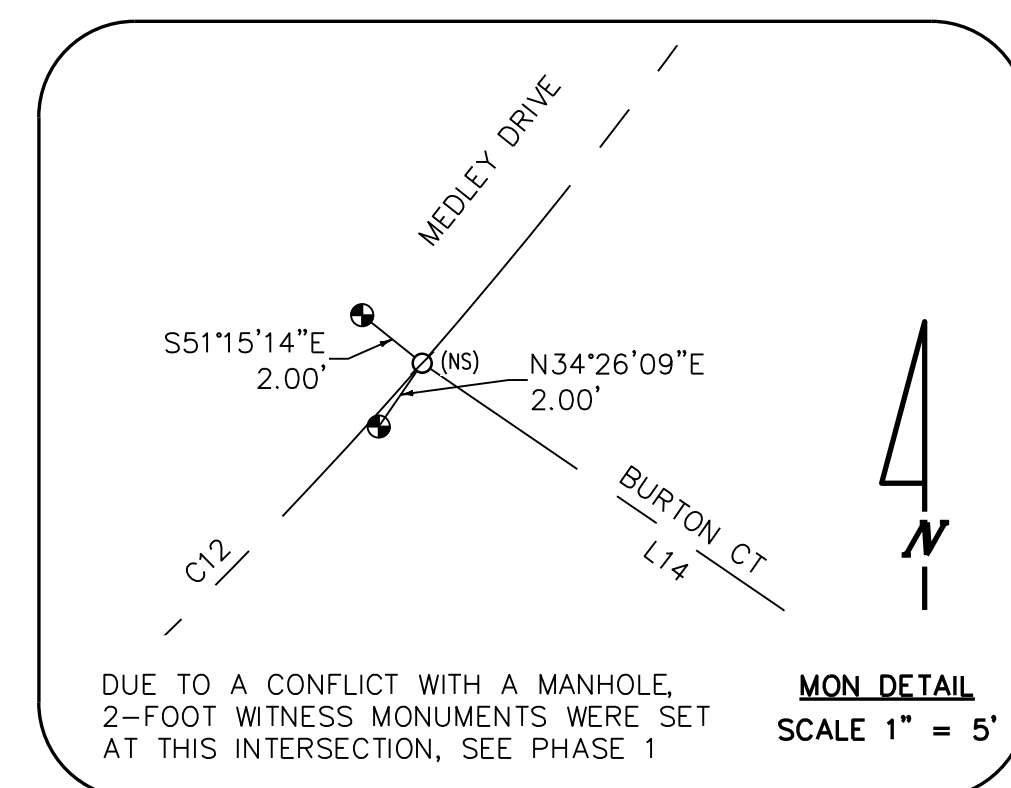
Heather Kintzley, City Attorney

THE FINAL PLAT OF JOLIANNA HEIGHTS PHASE 2

N.W. 1/4 OF SEC. 27, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE



EXISTING EASEMENT NOTES

- ① = WELL AGREEMENT 20'X20' SITE, AF#611937
- ② = 5' PUD EASEMENT, AF#613340
- ③ = 10' IRRIGATION EASEMENT, AF#616035
- ④ = 60' INGRESS EGRESS EASEMENT, AF#616035, AF#616036

EXISTING EASEMENT NOTES (PHASE 1)

- (A) = 5' IRRIGATION EASEMENT
- (B) = 10' UTILITY EASEMENT
- (C) = 10' SEWER EASEMENT
- (D) = 20' UTILITY EASEMENT
- (E) = 20' TEMPORARY IRRIGATION EASEMENT
- (F) = SLOPE EASEMENT

EASEMENTS A THRU E WERE DEDICATED BY
JOLIANNA HEIGHTS PHASE 1

LEGEND

- = SET 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- = SET Cased BRASS CAP MARKED "46886"
- = FOUND AS INDICATED
- W● = FOUND 5/8" REBAR MARKED "WORLEY 13352"
- SHEA● = FOUND 5/8" REBAR MARKED "SHEA 33656"
- D● = FOUND 5/8" REBAR MARKED "DCI 46886"
- B.O.B. = BASIS OF BEARING
- (NS)○ = NOT FOUND OR SET
- = FOUND Cased BRASS CAP
- = FOUND Cased BRASS CAP LS 46886
- [] = ADDRESSES
- 1" N/A = 1" NO ACCESS SCREENING EASEMENT
- ⑤ = VISION TRIANGLE, SUPPLIED BY SPINK ENGINEERING
- ⑥ = CLAY TREATMENT AREA, SUPPLIED BY WHITE SHIELD, INC

SURVEYOR'S CERTIFICATE

I, DEREK C. INGALSBE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "JOLIANNA HEIGHTS PHASE 2", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

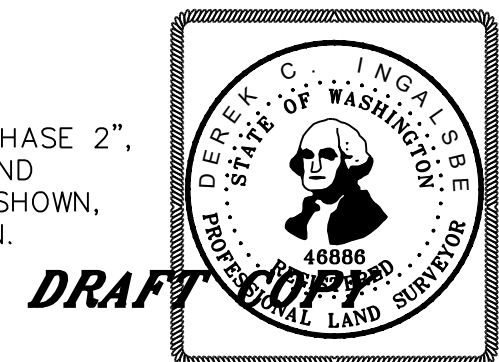
DEREK C. INGALSBE LS46886

DATE

SCALE 1" = 60'
60 120 180

BASIS OF BEARING
CITY OF RICHLAND CONTROL FILE
HELD POINT 1765, ROTATED TO 1813

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



INDEX

1/4	SEC	T.	R.
1	27	09N	28E

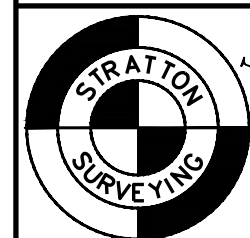
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2020 AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR

DEPUTY _____ FEE NO. _____

**FINAL PLAT FOR
HODGES**



**STRATTON SURVEYING
& MAPPING, PC**

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

4991FP2.DWG © 2020

DATE: 01/21/20

DRAWN BY: DCI

SHT. 1 OF 2

JOB # 4991

THE FINAL PLAT OF
JOLIANNA HEIGHTS PHASE 2

N.W. 1/4 OF SEC. 27, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE SUBDIVISION GUARANTEE PREPARED BY CASCADE TITLE COMPANY, ORDER NUMBER RH202257KJS, DATED 03/01/2019, OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.
2. VISION TRIANGLES SHOWN HEREON WERE SUPPLIED BY SPINK ENGINEERING.
3. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

IRRIGATION

THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHT-OF-WAY SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE THE LOTS LOCATED WITHIN THIS FINAL PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT, AND THAT ALL OTHER IRRIGATION DISTRICT REQUIREMENTS AS SPECIFIED BY RCW 58.17.310 HAVE BEEN PAID THROUGH THE YEAR 20____A.D., AND HAS BEEN INSTALLED.

KENNEWICK IRRIGATION DISTRICT _____ DATE

APPROVALS

THE PLAT JOLIANNA HEIGHTS PHASE 2, IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON. ANY EXISTING EASEMENTS LYING WITHIN THE BOUNDARIES OF THIS PLAT THAT ARE UNDER THE JURISDICTION OF THE CITY AND NOT SHOWN HEREON ARE HEREBY RELINQUISHED.

CITY ENGINEER, RICHLAND _____ DATE

CITY MANAGER, RICHLAND _____ DATE

CLERK, CITY OF RICHLAND _____ DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ PARCEL NO. _____

TREASURER, BENTON COUNTY _____ DATE

ATTEST: _____ DATE
BENTON COUNTY ASSESSOR

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2020 AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR _____
DEPUTY _____ FEE NO. _____

FINAL PLAT FOR

HODGES



**STRATTON SURVEYING
& MAPPING, PC**

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

4991FP2.DWG © 2020

DATE: 01/21/20 SHT. 2 OF 2

DRAWN BY: DCI JOB # 4991



BEARING		DISTANCE		PLAT CLOSURE		NORTH	SOUTH	EAST	WEST
N00°12'29"W		177.06		177.0588		0.0000	0.0000	0.0000	0.6429
N79°18'41"W		101.48		18.8217		0.0000	0.0000	0.0000	99.7193
N58°49'39"W		96.09		49.7378		0.0000	0.0000	0.0000	82.2158
N76°23'14"W		78.44		18.4616		0.0000	0.0000	0.0000	76.2365
N04°07'47"E		40.14		40.0358		0.0000	2.8907	0.0000	0.0000
N18°41'15"W		100.83		95.5143		0.0000	0.0000	0.0000	32.3065
N41°30'17"W		3.92		2.9357		0.0000	0.0000	0.0000	2.5977
N48°57'17"W		120.58		79.1796		0.0000	0.0000	0.0000	90.9403
N56°24'17"W		332.21		183.8196		0.0000	0.0000	0.0000	276.7198
N51°02'39"W		81.28		51.1025		0.0000	0.0000	0.0000	63.2058
N45°41'02"W		131.35		91.7633		0.0000	0.0000	0.0000	93.9804
N51°09'07"W		107.68		67.5431		0.0000	0.0000	0.0000	83.8624
N56°37'12"W		382.96		210.7008		0.0000	0.0000	0.0000	319.7867
S40°16'46"W		59.35		0.0000		45.2782	0.0000	0.0000	38.3707
S32°31'37"W		27.87		0.0000		23.4983	0.0000	0.0000	14.9856
S11°55'33"E		168.08		0.0000		164.4522	34.7329	0.0000	0.0000
S56°22'43"E		251.07		0.0000		139.0182	209.0695	0.0000	0.0000
S50°52'13"E		126.13		0.0000		79.5980	97.8414	0.0000	0.0000
S45°21'43"E		103.42		0.0000		72.6656	73.5894	0.0000	0.0000
S50°42'43"E		91.19		0.0000		57.7433	70.5785	0.0000	0.0000
S56°03'43"E		348.29		0.0000		194.4492	288.9557	0.0000	0.0000
S48°34'23"E		96.58		0.0000		63.9036	72.4156	0.0000	0.0000
S41°05'02"E		235.82		0.0000		177.7490	154.9721	0.0000	0.0000
S25°28'49"E		69.94		0.0000		63.1372	30.0882	0.0000	0.0000
S09°52'35"E		6.14		0.0000		6.0490	1.0532	0.0000	0.0000
N89°47'31"E		239.40		0.8696		0.0000	239.3984	0.0000	0.0000
		3577.30		1087.544		1087.542	1275.586	1275.570	

DESCRIPTION

TRACT D OF THE PLAT OF JOLIANNA HEIGHTS PHASE 1 RECORDED IN VOLUME 15 OF PLATS AT PAGE 664, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS 7.34 ACRES

DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY, UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME AMENDED JOLIANNA HEIGHTS PHASE 2.

TLH ENTERPRISES INC

SIGNED _____ TITLE _____ DATE _____

BAKER BOYER BANK

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

PRINTED NOTARY PUBLIC

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

PRINTED NOTARY PUBLIC

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	25.43	S89°13'28"W
L2	30.01	S89°16'01"W
L3	30.01	S00°45'09"W
L4	503.89	N00°45'09"E
L5	144.91	S40°13'49"W
L6	55.27	S40°13'49"W
L7	39.03	S43°36'41"W
L8	51.94	S48°35'51"W
L9	23.99	S48°35'51"W
L10	27.87	S32°31'37"W
L11	49.59	N41°05'02"W
L12	48.62	S09°52'35"E
L13	39.00	S48°54'58"W
L14	63.54	S55°40'06"E
L15	18.86	S04°07'47"W
L16	3.92	S41°30'17"E
L17	27.87	S32°31'37"W
L18	6.14	S09°52'35"E
L19	18.06	S89°47'31"W
L20	27.87	N32°31'37"E
L21	33.35	N58°49'39"W
L22	40.14	S04°07'47"W
L23	3.92	S41°30'17"E
L24	8.03	N56°24'17"W
L25	22.46	N56°22'43"W
L26	18.25	N45°21'43"W
L27	25.56	N56°03'43"W
L28	12.95	S09°52'35"E
L29	151.87	S61°31'29"W
L30	4.69	N41°05'02"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD	
C1	103.35	150.00	39°28'40"	N20°29'29"E	101.32	
C2	29.51	500.00	3°22'53"	N41°55'15"E	29.50	
C3	43.51	500.00	4°59'10"	N46°06'16"E	43.50	
C4	56.10	200.00	16°04'14"	S40°33'44"W	55.91	
C5	155.17	100.00	88°54'21"	S11°55'33"E	140.06	
C6	130.17	677.00	11°01'00"	N50°52'13"W	129.97	
C7	87.59	469.00	10°42'00"	S50°42'43"E	87.46	
C8	102.08	390.50	14°58'41"	N48°34'23"W	101.79	
C9	81.70	150.00	31°12'27"	N25°28'49"W	80.69	
C10	120.10	150.00	45°52'36"	S71°51'16"W	116.92	
C11	69.06	150.00	26°22'48"	N72°01'03"W	68.45	
C12	174.58	125.00	80°01'12"	N81°09'45"E	160.73	
C13	119.47	150.00	45°38'04"	N18°41'15"W	116.34	
C14	126.13	485.00	14°54'00"	N48°57'17"W	125.77	
C15	77.65	415.00	10°43'15"	S51°02'39"E	77.54	
C16	111.66	585.00	10°56'11"	N51°09'07"W	111.49	
C17	59.53	220.00	15°30'18"	S40°16'46"W	59.35	
C18	186.20	120.00	88°54'21"	S11°55'33"E	168.08	
C19	126.33	657.00	11°01'00"	N50°52'13"W	126.13	
C20	91.32	489.00	10°42'00"	S50°42'43"E	91.19	
C21	96.85	370.50	14°58'41"	N48°34'23"W	96.58	
C22	70.81	130.00	31°12'27"	N25°28'49"W	69.94	
C23	23.29	164.60	8°06'26"	N37°01'49"W	23.27	
C24	87.97	336.50	14°58'41"	N48°34'23"W	87.72	
C25	97.67	523.00	10°42'00"	S50°42'43"E	97.53	
C26	119.79	623.00	11°01'00"	N50°52'13"W	119.60	
C27	95.04	145.00	37°33'15"	N75°09'21"W	93.35	
C28	34.29	25.00	78°35'44"	S84°04'56"W	31.67	
C29	38.51	180.00	12°15'26"	S38°39'21"W	38.43	
C30	124.14	80.00	88°54'21"	S11°55'33"E	112.05	

CURVE TABLE						
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD	
C31	28.85	145.00	11°23'57"	N85°54'15"E	28.80	
C32	74.83	145.00	29°34'08"	S73°36'43"E	74.00	
C33	79.68	130.00	35°07'10"	N76°23'14"W	78.44	
C34	25.93	130.00	11°25'41"	N01°35°04"W	25.89	
C35	77.61	130.00	34°12'23"	N24°24'06"W	76.46	
C36	40.07	465.00	4°56'12"	N43°58'23"W	40.05	
C37	80.86	465.00	9°57'48"	N51°25'23"W	80.76	
C38	72.46	435.00	9°32'38"	S51°37'58"E	72.37	
C39	8.94	435.00	1°10'38"	S46°16'21"E	8.94	
C40	54.09	565.00	5°29'07"	N48°25'35"W	54.07	
C41	53.75	565.00	5°27'03"	N53°53'41"W	53.73	
C42	57.84	697.00	4°45'16"	N54°00'05"W	57.82	
C43	76.18	697.00	6°15'44"	N48°29'35"W	76.14	
C44	12.61	449.00	1°36'32"	S46°09'59"E	12.61	
C45	71.24	449.00	9°05'28"	S51°30'59"E	71.17	
C46	52.25	410.50	7°17'32"	S52°24'57"E	52.21	
C47	55.07	410.50	7°41'09"	S44°55'37"E	55.02	
C48	38.50	25.00	88°14'09"	N85°12'07"W	34.81	
C49	89.02	170.00	30°00'09"	N65°40'54"E	88.01	
C50	38.39	25.00	87°58'52"	N36°41'32"E	34.73	
C51	156.51	130.00	68°58'44"	S86°41'00"W	147.23	
C52	76.82	130.00	33°51'34"	S69°07'24"W	75.71	
C53	40.70	25.00	93°16'40"	S05°33'18"W	36.35	
C54	34.28	170.00	11°33'16"	N35°18'24"W	34.22	
C55	58.31	170.00	19°39'11"	N19°42'11"W	58.03	
C56	101.25	600.00	9°40'08"	S84°57'29"W	101.13	



Exhibit B to Resolution No. 27-20

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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“JOLIANNA HEIGHTS” PRELIMINARY PLAT**

FILE NUMBER: S2016-102

APPLICANT/OWNER: WES HODGES

APPLICATION: TO SUBDIVIDE 28.4 ACRES INTO 55 SINGLE FAMILY RESIDENTIAL LOTS AND 4 TRACTS

LOCATION: 761 SHOCKLEY ROAD, LOCATED NORTH OF WESTCLIFFE BOULEVARD, SOUTH OF SHOCKLEY ROAD AND WEST OF APPLE CIDER COURT.

PARCEL NUMBER: BENTON COUNTY ASSESSOR PARCEL No. 1-27982000009000 (26.38 ACRES); THE PLAT ALSO INCLUDES A PRE-EXISTING ACCESS ROUTE, RUNNING THROUGH PROPERTY TO THE NORTH OF THE SITE, CONNECTING WITH SHOCKLEY ROAD.

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: DECEMBER 21, 2016

*NOTE: THE ASSESSOR'S OFFICE ONLINE SUMMARY REPORTS THAT THE SITE IS 26.38 ACRES. THE APPLICATION USES THE SAME FIGURE. THE STAFF REPORT READS 28.4 ACRES. THE DISCREPANCY IS NOT MATERIAL IN THIS APPLICATION, AS THE PROPOSED DENSITY IS WELL-WITHIN CITY ZONING STANDARDS APPLICABLE TO THE PROPERTY.

PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS

Theran W. (Wes) and Laura Hodges, residents of Richland, Washington, are the owners of the property at issue in this matter. (*See Benton County Assessor's online Property Summary for Parcel ID 127982000009000, at 761 Shockley Rd, Richland, WA*). Wes Hodges submitted the underlying application to subdivide the property on or about October 6, 2016. (*Exhibit 1, Preliminary Plat Application*).

The proposed subdivision would divide 28+ acres into a development site with 55 single family residential lots known as the plat of Jolianna Heights, which will be served by City utilities, include internal streets, and four tracts. (*Staff Report, page 2; Exhibit 2, Preliminary Plat Site Plans, see sheet 1 of 3 for "Notes" summarizing plat features and sizes*).

The site is now a cherry orchard that includes an existing residence and an agricultural building on the property. It is located in the southern part of the City of Richland, North of Westcliffe Boulevard, South of Shockley Road, West of Apple Cider Court, and Northeast of an existing Kennewick Irrigation District canal that forms the southwestern property boundary. (*Staff Report, page 2, Figure 1 – Vicinity Map*).

Because the property slopes at about a 15 degree angle, from its high point along the irrigation canal dropping down to its low point near the site's northeast corner, the proposed plat would use "single loaded streets" that will provide access to buildable lots on only one side of the street (the downhill side), using city street standards for single frontage local streets. (*Staff Report, pages 2, 5, and 6; Ex. 2, site plans; Ex. 4, site photos; Ex. 8, Geotechnical Report, at page 5*).

SEPA Compliance.

Exhibit 6 is the Environmental Checklist submitted by the applicant, and Exhibit 7 is the City's Mitigated Determination of Non-Significance (MDNS) issued on October 14, 2016 for the proposed plat. The MDNS included eight (8) specific conditions that will apply to development on the site, including: i. provisions mandating compliance with the Geotech Report (Ex. 8); ii. Stormwater control measures during construction activities; iii. Erosion control plan and measures for the construction process; iv. Dust control plan; v. grading permit requirements; vi. Noise control standards; vii. Park and traffic mitigation fees, as mandated by Chapters 12.03 and 22.12 RMC; and viii. Compliance with archeological and paleontological resource regulations. The SEPA comment period expired on October 31, 2016. No one, including the applicant, submitted comments regarding the MDNS or indicated any interest in appealing the City's SEPA determination for the proposed plat. With such documentation and process, the pending application satisfied applicable SEPA review requirements.

Public Hearing.

The open-record public hearing for the application occurred on November 17, 2016, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. Throughout the written comment period and the public testimony portion of the public hearing, local residents raised legitimate questions, most about the construction and development process. However, no one appeared to oppose the proposed plat. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, on the day of the hearing.

Based on all the evidence, testimony, codes, policies, regulations, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.

CONTENTS OF RECORD

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the “Jolianna Heights” Preliminary Plat, File No. S2016-102, dated November 17, 2016;

1 – 11. As described and indexed on page 14 of the Staff Report.

Testimony/Comments: The following persons were sworn and provided testimony under oath at the open-record hearing:

1. Rick Simon, Development Services Manager for the City of Richland;
2. Wes Hodges, the applicant;
3. C. Mark Smith, local resident, lives on Chardonay Drive;
4. Sue BeMerchant, local resident, lives on Riesling, north of the proposed plat;
5. Alana Carter, local resident;
6. Ken Wells, local resident, lives on Chardonay Drive, near proposed stormwater pond for the new plat; and
7. Ben Zinsly, owns the undeveloped/unincorporated-property lying to the west of the proposed access road running south from Shockley Road.

APPLICABLE LAW

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat¹ application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

The same provision of the city's code (RMC 24.12.050) provides that any recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;
2. Adequacy and accuracy of land survey data;
3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)² and reads as follows:

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:

A. The preliminary plat conforms to the requirements of this title;

¹ In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

² "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. []" RCW 58.17.110(2).

Findings, Conclusions and Recommendation to Approve

"Jolianna Heights" Preliminary Plat,

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B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

No development application for a Type II or Type III permit shall be approved by the city of Richland unless the decision to approve the permit application is supported by the following findings and conclusions:

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, “concurrent with development” means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The application must be supported by proof that it conforms to the applicable elements of the city’s development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

Additional Requirements for Properties located within an Irrigation District Boundaries.

Because the property addressed in the pending Jolianna Heights Subdivision lies within the boundaries of the Kennewick Irrigation District, additional state-law requirements are applicable as part of this review process. The primary statute addressing review and comments from an irrigation district is in found at RCW 58.17.310, and reads as follows:

**RCW 58.17.310 – Application for approval of plat within irrigation district
– Approval without provision for irrigation prohibited.**

(1) Whenever a city, town, or county receives an application for the approval of a plat of a subdivision that lies in whole or in part in an irrigation district organized pursuant to chapter 87.03 RCW, the responsible administrator shall give written notice of the application, including a legal description of the short subdivision and a location map, to the irrigation district. The irrigation district shall, after receiving the notice, submit to the responsible administrator who furnished the notice a statement with any information or conditions for approval that the irrigation district deems to be necessary regarding the proposed division's effect upon the structural integrity, including lateral support, of the irrigation district facilities, other risk exposures, and the safety of the public and irrigation district.

(2) In addition to any other requirements imposed by the provisions of this chapter, the legislative authority of any city, town, or county shall not approve a short plat or final plat, as defined in RCW 58.17.020, for any subdivision, short subdivision, lot, tract, parcel, or site which lies in whole or in part in an irrigation district organized pursuant to chapter 87.03 RCW unless there has been provided an irrigation water right-of-way for each parcel of land in such district. In addition, if the subdivision, short subdivision, lot, tract, parcel, or site lies within land within the district classified as irrigable, completed irrigation water distribution facilities for such land may be required by the irrigation district by resolution, bylaw, or rule of general applicability as a condition for approval of the short plat or final plat by the legislative authority of the city, town, or county. Rights-of-way shall be evidenced by the respective plats submitted for final approval to the appropriate legislative authority. In addition, if the subdivision, short subdivision, lot, tract, parcel, or site to be platted is wholly or partially within an irrigation district of two hundred thousand acres or more and has been previously platted by the United States bureau of reclamation as a farm unit in the district, the legislative authority shall not approve for such land a short plat or final plat as defined in RCW 58.17.020 without the approval of the irrigation district and the administrator or manager of the project of the bureau of reclamation, or its successor agency, within which that district lies. Compliance with the requirements of this section together with all other applicable provisions of this chapter shall be a prerequisite, within the expressed purpose of this chapter, to any sale, lease, or development of land in this state. (*Emphasis added to key terms by the Examiner*).

ISSUE PRESENTED

Whether substantial evidence demonstrates that the applicant has satisfied their burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes.

FINDINGS of FACT

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public Hearing Testimony

3. At the hearing, Mr. Simon summarized his Staff Report and recommendation of approval for the proposed plat.
4. Mr. Simon observed that the proposed plat is for just 55 lots on a 28.4 acre site, with lots that will average 15,500 sq.ft., well within density limits for the underlying zone for the site, which is R 1-10. In his testimony, and the Staff Report (at page 6), Mr. Simon demonstrated how the proposed plat features lot-sizes that are larger than those found in surrounding subdivisions.
5. Wes Hodges appeared on this own behalf, as the applicant. He explained that he might be the developer and speculated that the lots/homes within the new subdivision would sell somewhere in the \$400,000-\$700,000 range.
6. Mr. Hodges testified that he plans to develop the project in three phases, beginning at the plat's south end. Ultimately, the plat is designed to be accessible by connections with Westcliffe Boulevard to the south and Shockley Road to the north. So, if the south end moves forward before the connection to Shockley Road is completed, Mr. Hodges observed that a temporary connection might be necessary to provide an additional access-point for the site via the neighboring Apple Cider Court.
7. Mr. Hodges generally took exception to the Technical Report recommendation for a full-street development to meet City standards along the north-access road that would connect the new plat to Shockley Road. He asked that a "rural-street" standard be required for such route, and expressed concern that he could be required to build-out a full street connection that could eventually be used to benefit the owner/future-developer of the vacant parcels immediately west of the access road, and south of Shockley, now owned by Mr. Zinsly, who also appeared at the hearing.
8. Mr. Hodges comments were not convincing, and run contrary to city development standards for projects of this type throughout Richland. Further, his remarks appeared to be motivated by one or possibly two self-interests: one, to reduce the development costs for

his project; and/or two, to avoid bearing the full-cost of street improvements that might benefit the owners of currently vacant properties when such properties are developed at some point in the future. Whatever the case, the applicant and any future owner of the Jolianna Heights plat may want to learn more about using a “latecomers agreement”.³

9. Mr. Hodges acknowledged that he is open to allowing/coordinating a water service connection to the Gulley property, using the city water line that will run along the new north-access road connecting the site to Shockley Road.
10. Mr. Smith appeared at the hearing and raised questions to learn more about the stormwater system design for the new plat, which includes a stormwater pond that will be west of his home, which is on Chardonnay Drive.
11. Sue BeMerchant raised a number of questions and expressed legitimate concerns about the development and construction process for the site, challenging the removal of all the cherry trees at once, causing the loss of a “green-space” for the area. She questioned how dirt and water runoff will be prevented, after the trees are removed, and how long the construction process might take.
12. Alana Carter spoke in favor of the new development, explaining that she feels the high-end homes will be good for the area, and that most area residents will be happy to see trees removed from the irrigation canal. She expressed concern about the aesthetics of the storm-pond.
13. Ken Wells testified that he lives just north of the proposed storm-pond. He asked if mosquito control measures would be undertaken for the pond, and general questions about the development process, including plans to widen Westcliffe Blvd.
14. Ben Zinsly appeared at the hearing and testified that he owns the unincorporated/undeveloped property located north of the new plat, south of Shockley Road, and west of the new access route that the applicant, Mr. Hodges, addressed during his comments. Mr. Zinsly explained that he will be petitioning to annex his property into the City of Richland in early-2017. He feels that there is an economic and environmental benefit to keep the cherry trees on the project site until phases 2 and 3 are fully-developed. He observed that the new Queensgate extension will benefit the area, so traffic concerns should not hold-up progress. Finally, he expressed interest in coordinating access point(s) from his property onto the new access road running from Shockley south to the proposed new Jolianna Heights subdivision.

³ RMC 12.09.010, addressing “Latecomer Agreements” for street improvements, reads as follows: *Any developer using private funds to construct street system improvements within the corporate boundary of the city may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later derive a benefit from the street system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.*

15. Responding to questions, Mr. Simon explained that the new storm-drainage pond would be city-maintained, and mosquito control measures are commonly part of such work.
16. Responding to public comments, Mr. Hodges expressed an interest in using “low impact development” standards for stormwater control on the site, noting he would comply with whatever the city requires in such regard. Mr. Hodges noted that dust-control measures will apply as part of the construction process. He explained that the timing / phasing for the site-development is dependent on the marketplace, and if he is fortunate enough to see healthy, active interest from homebuilders/buyers, he may move forward with developing the site all at once, instead of slower-phasing. In sum, he speculated that 2 to 3 lots would be developed per month, meaning the entire build-out should take from 1.5 to 2 years to complete, with 3 years as his “worst case” scenario.
17. The Examiner conducted a site visit on the day of the hearing, visiting the street network surrounding the project site. The cherry orchard is currently a prominent feature of the area landscape. There is already a rough/rural-style access road of unknown condition that appears to run from Shockley into the project site to the south, generally running where the north access road for the plat is proposed.

Comments from irrigation district.

18. The local irrigation district with facilities on the project site (Kennewick Irrigation District) submitted written comments by letter, dated November 1, 2016, included in the Record as Exhibit 9. No one from the District appeared at the public hearing to provide sworn testimony or answer any questions to clarify issues raised in its letter.
19. Conditions of approval recommended by the City’s Technical Advisory Committee reflect appropriate consideration and deference to applicable irrigation-infrastructure items as required by state law. However, the irrigation district’s letter appears to exceed authority granted under state law, where it implies that formal subdivision approval is required by the district. The Examiner notes that RCW 58.17.310(2) only requires approval by an irrigation district with jurisdiction over the matter when the proposed subdivision lies “within an irrigation district of two hundred thousand acres or more.”
20. The Examiner takes official notice of the Kennewick Irrigation District’s online website, where it includes a page link captioned “History of KID”. The History reads in relevant part: “The District serves over 20,200 acres of land within a 55,000 acre boundary.”
21. In any event, and consistent with RCW 58.17.310(1), the proposed plat will be conditioned and designed to properly address: “conditions for approval that the irrigation district deems to be necessary regarding the proposed division's effect upon the structural integrity, including lateral support, of the irrigation district facilities, other risk exposures, and the safety of the public and irrigation district.”

22. The Record does not include any reference to city codes, statutory authority, or the existence of any Interlocal Agreement or similar legal instrument that vests authority with the irrigation district to formally approve subdivisions located within the City of Richland.

Construction related impacts, phasing, conditions of MDNS.

23. The site plans for the proposed subdivision reflect three phases. (*See Ex. 2, sheet 1 of 3*). Mr. Hodges testified that he intended to develop the site starting with Phase 1, moving north. He speculated that progress would be affected by market conditions. He was non-committal on whether grading work would include removing all trees from the cherry orchard at one-time, or if portions of the orchard-trees would remain undisturbed until various phases of the project move forward. Some public comments requested that trees be protected until they needed to be removed, as a way to maintain green space in the area.
24. The Examiner finds and respects that the applicant, Mr. Hodges, is under no obligation to retain ownership of the proposed plat and property at issue. In sum, his assurances are well-intended and to be commended. However, a subdivision is a long-term type of project, which often move forward with developers and contractors who were not a part of the original plat-review process.
25. Several public comments expressed legitimate concern that tree-removal, grading work, and other development activity on the site could leave their properties, located downhill from the plat, vulnerable to dust, water runoff, and possibly mud flowing down hill during weather events.
26. The Mitigated Determination of Non-Significance for the Jolianna Heights subdivision includes 8 specific conditions, including items 1-5, that mandate compliance with the Geotech Report (Ex. 8); Stormwater control measures during construction activities; an erosion control plan and measures for the construction process; a dust control plan; and grading permit requirements.
27. Any plan to move forward with phased-development on the property should be carefully reviewed and subjected to strict oversight, based on experiences noted during the last real-estate recession which resulted in partially-developed sites, that were sometimes abandoned by original developers, who did not have the resources, bonds, assignments-of-funds, or other assurances needed to implement and satisfy mitigation measures that are designed to protect neighboring properties, residents and the public interest from possible adverse impacts. Here, adequate bonds, timelines, assignments of funds, or other lawful measures should be imposed by City officials to ensure that a potentially tree-cleared hillside with a 15% slope is not left vulnerable for an unreasonable period of time, before final home construction within the plat occurs.
28. The Record, in Exhibit 10, includes staff responses to public questions regarding potential access for the plat via or onto “Apple Cider Court”, a small, partial cul-de-sac abutting the southeast portion of the Jolianna Heights plat. By email dated November 3, 2016, the Development Services Manager wrote to a local resident and explained:

“When the Apple Valley Ranch subdivision, which includes Apple Cider Court, was approved by the City, it was with the condition that Apple Cider Court would not provide access to this property [the Jolianna Heights site]. The rationale was that Apple Cider Court was intended to serve as a small cul-de-sac street that carried traffic from only a few lots and was not intended to carry traffic generated from other properties.”

And, on November 1, 2016, the Manager explained: *“The two access points to the subdivision would be along the southerly boundary of the property, from Westcliffe Boulevard and from a roadway that would be extended south from Shockley Road, along the alignment of an existing private road that currently serves the existing cherry orchard. Apple Cider Court abuts the proposed development along its eastern boundary, but no vehicular access is planned at that location.”*

29. The Examiner finds that there is nothing in the Record that would support any condition of approval mandating a permanent emergency-access connection with Apple Cider Court. Depending on the applicant’s phased-development plans for the plat, a temporary connection, for emergency-access purposes only, may be needed, with Apple Cider Court, but only until such time as appropriate connections are made with Westcliffe Boulevard and the existing roadway route that connects the existing orchard on the plat property with Shockley Road. Public notices did not adequately identify such a possibility, and staff communications with members of the public indicated that Apple Cider Court would not be used to access the new plat. These factors greatly diminishes the ability or likelihood that potentially-affected neighbors would submit meaningful comments regarding such a road connection. The Examiner finds that Apple Cider Court is not built to serve as an access point to serve the new plat, and that any access should only be for a limited time, if at all, and reserved exclusively for emergency purposes only. Convincing public comments expressed the need for city staff to carefully review the proposed storm pond for aesthetics – the same would hold true for any temporary secondary access connection with Apple Cider Court. The Examiner is concerned that such a connection could be an eyesore, and a point of future conflict with existing homeowners and residents living on the small, partial cul-de-sac. *(See prohibition on any permanent emergency access connection with Apple Cider Court, as noted in Condition No. 33).*

Compliance with city development regulations achieves consistency with the Comprehensive Plan

30. RMC 24.04.020 explains that the purpose of the City’s platting and subdivision codes is *“in furtherance of the comprehensive plan of the city”* and that such regulations contained in the city’s platting and subdivision codes *“are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.”* The effect of this provision boils down to this: compliance with

the City's Comprehensive Plan can be established, or at least partially established, through compliance with the city's platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city's land platting regulations that are applicable to this project, thus implementing and complying with the City's Comprehensive Plan. (*See Staff Report, all Findings*).

Proposed plat will provide public benefits

31. The applicant's submittals and testimony provided by Mr. Hodges, several written public comments, members of the public at the public hearing, and the Staff Report, established that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, construction of new roads, sidewalks, an attractive street system to serve the new plat, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.

Substantial evidence demonstrates the proposed project, as conditioned, satisfies approval criteria.

32. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: *See Staff Report; all Findings; Exhibits 3, 7, 8, and 11.*
 - B. Open Spaces: *The project is subject to payment of park mitigation fees, which will be used to construct future park and trail improvements within the South Richland community. The project site is within .4 miles of an existing City park. Lot sizes are far larger than many neighboring subdivisions, providing more on-site open space for future residents in the new plat. See Staff Report, and discussion in item H.*
 - C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report, page 9; Ex. 3, grading and drainage plans; Ex. 11, pages 10-12, recommended Storm Water conditions.*
 - D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Testimony of Mr. Simon; Staff Report; Exhibit 2, site plans; Exhibit 11, Technical Advisory Committee report and proposed conditions.*

- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 9.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will be available within the plat, as provided by the Kennewick Irrigation District. *Staff Report, page 9; Ex. 11, recommended Domestic Water conditions.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 9; Ex. 11, recommended Sanitary Sewer conditions.*
- H. Parks and recreation, playgrounds, schools: The Staff Report explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. A condition of approval will include a note on the final plat detailing Park fee requirements. *Ex. 11, Technical Advisory Committee recommended conditions of approval.* The site is located .6 miles from an existing elementary school in the Richland School District, and the District did not provide any comments after receiving city notice regarding the project. Site development for the project would result in a walking route for school children from the new plat to Orchards Elementary School that could be entirely on sidewalks. *Staff Report, page 12*
- I. Planning features to assure safe walking conditions for students: See above. *Staff Report, discussion on page 12.*

33. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned hearing examiner.⁴

34. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, 19.60.095, and the feedback received from the Kennewick Irrigation District (Ex. 9), and that the

⁴ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

public use and interest will be served by the proposed plat and associated dedications and improvements.

CONCLUSIONS of LAW

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as *Exhibit 11*, as revised and supplemented by the Examiner, are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

RECOMMENDATION

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the "Jolianna Heights" Preliminary Plat** application, subject to the attached Conditions of Approval as recommended by the City's planning and public works staff, revised or added by the Examiner, and adopted herein by reference.

Recommendation issued: December 21, 2016.



Gary N. McLean
Hearing Examiner for the City of Richland

CONDITIONS OF APPROVAL

“Jolianna Heights” Preliminary Subdivision File No. S2016-102

A. General.

1. Preliminary plat approval shall be null and void if any condition enumerated herein is not satisfied.
2. As provided in RCW 58.17.140, a final plat meeting all applicable requirements must be submitted to the city for approval within five years of the date of preliminary plat approval; provided, however, the applicant must comply with any otherwise applicable provisions of the city’s code, including those pertaining to extension of the approval period presently found at RMC 24.12.055, or as may subsequently be amended.
3. No construction or site development activities related to the plat may be undertaken until the land-use and engineering approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
4. Unless modified by the Public Works Director, Applicant shall comply with requirements of applicable utility service providers, including – but not limited to – purveyors of sewer, water, irrigation, electricity, gas, and telecommunication (phone, internet, television, cable) services.
5. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and or amended by the City.
6. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant’s responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits/licenses shall be considered conditions for this project.
7. The final engineering plans and final plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.

B. Conditions, based on recommendations from the City’s Technical Advisory Committee, Exhibit 11, dated November 10, 2016.

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
2. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
3. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.

4. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City's performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: **"Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**
5. Transportation impact fees as required by Richland Municipal Code (RMC) Chapter 12.03 shall be paid prior to the City's performance of a final inspection for any new home within the plat boundaries. The following note shall be placed **on the final plat: "Transportation impact fees as required by Richland Municipal Code Chapter 12.03 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**
6. If a TEMPORARY Secondary Emergency Vehicle Access (SEVA) road is constructed from the end of the cul-de-sac in the southeast corner of the project site onto Apple Cider Court, such SEVA road shall be blocked with bollards or gated in a manner that is acceptable to the Richland Fire Department and that would prevent non-emergency access from the project site to or from Apple Cider Court. Any SEVA shall be designed to provide for pedestrian access. [See Condition No. 33, for circumstances under which a temporary SEVA might be required, and prohibition on requiring any permanent SEVA as a condition of approval].
7. The project shall proceed in conformance with the Geotechnical Investigation Report for Jolianna Heights prepared by White Shield, Inc. dated September 26, 2016, including recommendations for review of final site grading and construction plans and engineering observation of soil pretreatment, soil placement and compaction, soil testing, engineering observation of slope construction process, geotechnical engineering approval of final site grading, soil compaction and monitoring of groundwater conditions.
8. Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington as identified by permit conditions issued by the City of Richland and/or the Washington State Department of Ecology.
9. An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval at the time that engineered plans are submitted for project construction. The plan shall be designed to prevent erosion for occurring within the site and to prevent erosion or deposition onto adjacent properties. Erosion control measures shall be maintained throughout the construction of the project.
10. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.
11. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.
12. The applicant shall comply with City and state noise standards throughout the construction of the project.
13. If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contract the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.
14. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all non-residential tracts within the plat boundaries.

15. If construction of the plat requires the abandonment of the existing domestic well that currently serves adjacent properties, then the applicant shall provide connections to the City water system for all existing users of that domestic well.

16. The applicant is responsible for compliance with all standards and conditions contained in the Kennewick Irrigation District correspondence dated November 1, 2016; provided, any erroneous references to standards or timelines of any city other than Richland are to be ignored, and any comparable standards found in Richland Development standards shall apply. Further, in the event of any conflict between requirements sought by the Irrigation District and city standards, the City Manager or her designee shall have full discretion and authority to make final determinations for purposes of approving final designs, engineering plans and the like for the Jolianna Heights subdivision.

17. The final plat shall clearly identify the location of the United States Bureau of Reclamation Right of Way that exists on or adjacent to the subject property.

18. As the Kennewick Irrigation District requires review and approval of all plat construction plans, the applicant is responsible for providing construction plans to the District concurrent with submittal of said plans to the City.

Format, plans, permits, drawings.

19. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

20. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.

21. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.

22. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

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

24. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.
25. 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.
26. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
27. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
28. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
29. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
30. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards.

31. Public improvement design shall follow the following general format:
- A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-foot deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-foot deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. Trash compactors (high capacity dumpsters) shall be plumbed to the sanitary sewer system.
 - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.

- N. 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.
 - O. The minimum centerline radius for local streets shall be 100-feet.
 - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - R. A detailed grading plan shall be included in the submitted plan set.
 - S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - T. 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.
 - U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - Y. COMMERCIAL ONLY: All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).
 - Z. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - AA. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - BB. 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.).
 - CC. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
32. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
33. The City Fire Marshal may require a TEMPORARY secondary emergency vehicle access (SEVA), which can only be required if the two-proposed access points (from the North access road connecting with Shockley, and from the South, connecting with Westcliffe) are not to be completed or cannot be adequately developed or improved to provide emergency vehicle access before occupancy of homes built in Phases 1 and/or 2 of the subdivision (as shown in Ex. 2, on the preliminary plat site plan sheet 1 of 3). The Temporary SEVA shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only);
 - B. 2% cross-slope, maximum;
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal;
 - D. Be 20-feet in width; and
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

NOTE: There was no showing in the Record that would support a permanent SEVA for the project as proposed, which will have two access points built to city street standards, when the full subdivision is complete. Absent a plat amendment, a permanent SEVA is prohibited as a condition for this project.

Survey Monument Protections.

34. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

A. No survey monument shall be removed or destroyed (the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).

B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).

C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120- 030(3)).

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

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

Traffic & Street Conditions.

35. The phase adjacent to and including the 60-foot wide strip of land extending north to Shockley Road labeled as "Parcel B" shall construct a full-width City street in Parcel B with typical frontage improvements on both sides at the time that this phase is constructed. This road shall be 34-feet wide and shall be dedicated as public Right-of-Way on the face of the final plat. Alternatively, if Parcel B is consolidated into one of the adjacent properties to the west or east of it, and the developer of Jolianna Heights can establish a future road alignment through the adjacent parcel to the west of Parcel B and obtain that property owner's consent to the road alignment, then the requirement to construct a road in Parcel B will be nullified. This road should extend northwest from "B Loop" making that a 4-way intersection. This will also remove the short road segment adjacent to lot 55.
36. Street access across Tract 4 shall be provided to the property to the west, even if the street in Parcel B is constructed. The final location of such access shall be noted on the final plat, subject to review and approval by the City Engineer as part of engineering review for any phase of the subdivision that includes Tract 4.

37. Tract 4 (the tract of land running along the west and south boundary of the plat located just outside of the road Right-of-Way), must include a note on final plat documents, subject to review and approval by the City Engineer at the time of engineering review for the applicable phase of the subdivision development, that appropriately identifies the ownership of or encumbrance(s) affecting such tract, and its purpose; i.e. homeowners' association, access and/or utility easement, other owner/entity with access rights, for open space, access, or other lawful purpose.
38. The Technical Advisory Committee Report for the project notes that the proposed plat site plans submitted as part of the application show a 1-foot wide strip of property with a "No Access" easement in an area where a possible secondary emergency vehicle access (SEVA) is depicted on sheet 2 ("Tract A" on the plat of Apple Valley Ranch). If the applicant seeks a temporary SEVA onto Apple Cider Court at such location, permission from the property owner of Tract A will have to be obtained before such approval can be granted by the City. The City's Technical Advisory Committee Report expressly notes that such access "likely isn't needed [because adequate] secondary emergency access could be obtained off of Shockley Road." [See Condition No. 33, for circumstances under which a temporary SEVA might be required, and prohibition on requiring any permanent SEVA as a condition of approval].
39. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
40. The Jolianna Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).
41. The Westcliffe Blvd. frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to Westcliffe is developed. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. A fence may be needed at the back of sidewalk, dependent upon the slope constructed adjacent to it. A ten-foot public utility easement along the Westcliffe frontage shall be provided on the face of the final plat.
42. There is an existing Bureau of Reclamation easement and an irrigation drainpipe along the South boundary of the plat that will have to be addressed at the time of phase 1 construction. Please contact the City of Richland Public Works Dept. for more information.
43. A note will be shown on the face of the final plat stating that Westcliffe Blvd. is classified as an "Arterial Collector street". Accordingly, no driveways accessing single-family lots will be allowed onto Westcliffe.
44. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
45. If the project is to be constructed in phases, all dead-end streets longer than 150- feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water conditions.

46. The proposed preliminary plat is located within the Tapteal 2 water pressure zone. The closest Tapteal 2 watermain is located in Westcliffe Blvd. to the south, and Shockley Road to the north. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction.

47. In accordance with the City's comprehensive water plan, a portion of the 10-inch "Tapteal 2" water distribution main is designed to run in a north-south direction through this plat. This water main shall be extended to connect the existing main in Shockley Road to the existing main in Westcliffe Blvd. This watermain shall follow the alignment of the road that is extended north to Shockley Road, whether it be in Parcel B or through the neighboring property to the west as outlined in condition #17 above.
48. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
49. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer System conditions.

50. The closest sanitary sewer available for this development is located in Shockley Road to the north and also in Apple Cider Court to the east. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction. Any easements or permissions required to cross private property shall be the responsibility of the developer to obtain.
51. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
52. As required by the City's municipal code, sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Groundwater.

53. Groundwater may be present on this site. Given the amount of groundwater encountered in this area (in both developed and undeveloped areas), the possibility of an underdrain system being required exists. Please have test pits and/or bore-holes dug by a geotech engineer, and an evaluation from said engineer prior to permitting. If an underdrain system is not required, the geohydrology report needs to state so. The requested report also needs to address any potential groundwater impacts to existing properties downslope of the proposed preliminary plat. Also, if groundwater is encountered within 5-feet of finished grade during plat construction, an underdrain system will be required.

Storm Water conditions.

54. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
55. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
56. The flow-rate of the public storm drainage system shall be designed using the 2- Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no

modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

57. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
58. If any existing storm drainage or ground water seepage drains onto the proposed site, or if an on-site underdrain system contributes flow to the property's storm drain system, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
59. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
60. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
61. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
62. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
63. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements.

64. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a

AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

65. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
66. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
67. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
68. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
69. A one-foot "No access / screening easement" will be required along the Westcliffe Blvd. Right of Way, except at the intersection of the proposed street.
70. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
71. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
72. Any restricted parking areas shall be indicated on the final plats.

Community
Map

Item: Final Plat - Jolianna Heights Phase 2
Applicant: TLH Enterprises Inc.
File #: FP2020-101





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 28-20, Authorizing a Federal Emergency Management Agency (FEMA) Grant for Radio and Communication Equipment

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

28-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 28-20, authorizing a FEMA grant request to fund the replacement of certain Fire & Emergency Services radios and communication equipment.

Summary:

The Federal Emergency Management Agency (FEMA) provides funding for critical fire suppression equipment through the Assistance to Firefighters Grant (AFG) program.

Richland Fire & Emergency Services' current radios were purchased in 2009. The radios have reached their end-of-service life and have become extremely maintenance-intensive. The current model utilized by RFD is no longer in production, and parts are becoming increasingly difficult to purchase for repairs. Additionally, the current radios do not support new technology integrated into the organization's self-contained breathing apparatus, which allows for personnel accountability, air management and improved communications with the incident commander while crews are operating in hazardous atmospheres.

Radio communication is the primary method of communicating with 911 dispatchers and among crews during emergency operations. Radios are an integral part of the safety equipment utilized by Fire & Emergency Services, and are critical to safe and effective operations.

The radio equipment will be purchased based on an equipment specification that has been evaluated by a regional Fire/EMS user group, as well as Richland Radio Shops staff, and will be 'forward compatible' with an anticipated future radio system infrastructure upgrade.

Staff recommends approval of Resolution No. 28-20.

Fiscal Impact:

The AFG program works on a 10% match, which will be requested through the 2021 expanded program process. The application window for this grant closes on March 13, 2020. Staff is requesting permission to apply for the grant funding, with acceptance of any award contingent upon approval of the matching funds in the City's 2021 budget process. Staff is currently waiting for vendor quotes on the equipment, but the total grant request will not exceed \$280,000.

Attachments:

- I. Resolution No. 28-20

RESOLUTION NO. 28-20

A RESOLUTION of the City of Richland authorizing an application to the Federal Emergency Management Agency for funding through the 2019 Assistance to Firefighters Grant for radio and communication equipment.

WHEREAS, the Federal Emergency Management Agency (FEMA) provides grant funding opportunities for local agencies to acquire fire and emergency response equipment; and

WHEREAS, the radios used by Richland Fire & Emergency Services have reached end-of-service life and are now require significant maintenance to remain operable; and

WHEREAS, radio communication is the primary method of communicating with 911 dispatchers and among crews, and are therefore an integral foundational component of safety and effectiveness during emergency operations; and

WHEREAS, funding through the Assistance to Firefighters Grant (AFG) requires a ten percent (10%) match of funds, thereby reducing the budget impact to the City for the replacement of this equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager or designee is authorized to prepare and submit an application to the Federal Emergency Management Agency for funding through the Assistance to Firefighters Grant for radio and communication equipment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 29-20, Approving an Alteration to the Final Plat of The Dwellings Subdivision

Department:

Development Services

Ordinance/Resolution Number:

29-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 29-20, approving an alteration to the final plat of The Dwellings subdivision.

Summary:

The City received an application for an alteration to the Plat of The Dwellings subdivision. The requested alteration is to remove the "one-foot no access easement" along 24' of Lot I frontage, and to revise Note #5 of the plat to include Lot I. This action will allow legal access to Melissa Street for Lot I.

All notice requirements have been met. Further, Public Works has reviewed and approved the requested plat alteration.

Staff recommends adoption of Resolution No. 29-20.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 29-20
2. The Dwellings Vicinity Map

RESOLUTION NO. 29-20

A RESOLUTION of the City of Richland approving an alteration to the final plat of The Dwellings subdivision.

WHEREAS, by adoption of Resolution No. 11-20 on January 7, 2020, Richland City Council directed the Planning Manager to provide notice pursuant to RCW 58.17.215 for alteration of the plat of The Dwellings subdivision; and

WHEREAS, the Planning Manager provided notice as directed; and

WHEREAS, the City received no requests for a public hearing within the fourteen-day comment period; and

WHEREAS, RCW 58.17.215 states that the legislative body shall determine the public use and interest in the proposed alteration, and may deny or approve the application for alteration; and

WHEREAS, staff has reviewed the proposed alteration and recommends its approval as being consistent with the City's obligations related to health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the alteration to the final plat of The Dwellings subdivision, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is in the public's best interest and is hereby approved.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A

Exhibit A to Resolution No. 29-20

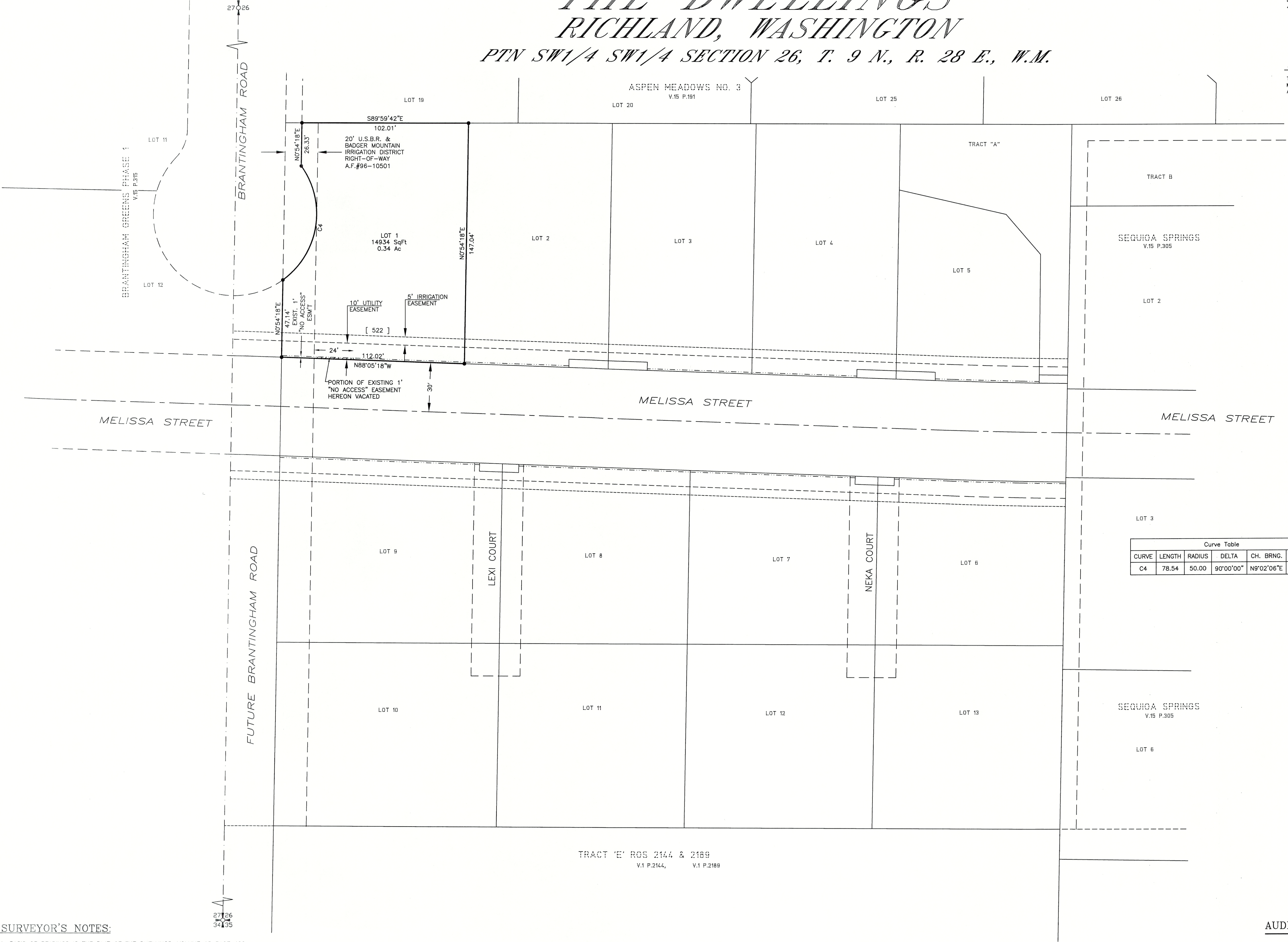
AMENDED PLAT OF
THE DWELLINGS
RICHLAND, WASHINGTON
PTN SW1/4 SW1/4 SECTION 26, T. 9 N., R. 28 E., W.M.

RECORD LEGAL DESCRIPTION

LOT 1, THE DWELLINGS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 499, RECORDS OF BENTON COUNTY, WASHINGTON.

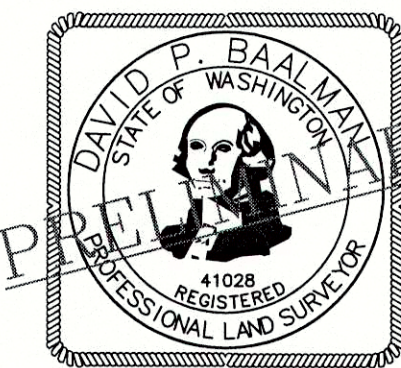
SURVEYOR'S NARRATIVE

THE SOLE PURPOSE OF THIS AMENDED PLAT IS TO VACATE 24.00' OF AN EXISTING 1' "NO ACCESS" EASEMENT ALONG THE MELISSA STREET RIGHT OF WAY FRONTAGE OF LOT 1, AS SHOWN HEREON. NO OTHER LOTS ARE AFFECTED BY THIS AMENDED PLAT, AND THERE ARE NO OTHER CHANGES TO SAID LOT 1.



SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS THE PLAT OF THE DWELLINGS, VOLUME 15 PAGE 499.
2. • = 5/8" REBAR WITH YELLOW CAP STAMPED "RSI-MCF 34587" PER THE PLAT OF THE DWELLINGS
3. DIMENSIONS SHOWN HEREON ARE PER THE PLAT OF THE DWELLINGS. NO NEW FIELD MEASUREMENTS WERE COMPLETED AS PART OF THIS SURVEY.



SURVEYOR'S CERTIFICATION

"I, DAVID P. BAALMAN, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#41028) HEREBY CERTIFY THAT THE AMENDED PLAT OF "THE DWELLINGS" 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.

DAVID P. BAALMAN

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 AGRON MAGULA.

BENTON COUNTY AUDITOR

FEE NUMBER

BY DEPUTY

SHEET 1 OF 2
PROJECT: 36119.DWG
REVISION: 11-12-19

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

AMENDED PLAT OF
THE DWELLINGS
RICHLAND, WASHINGTON
PTN SW1/4 SW1/4 SECTION 26, T. 9 N., R. 28 E., W.M.

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT AARON MAGULA AND JESSICA MEGULA ARE OWNERS OF THE LAND SHOWN ON THE PLAT OF "THE DWELLINGS", 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. THEY ALSO DEDICATE TRACT "A" TO THE CITY OF RICHLAND FOR STORM DRAIN PURPOSES.

AARON MAGULA

JESSICA MAGULA

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT AARON MAGULA AND JESSICA MAGULA ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

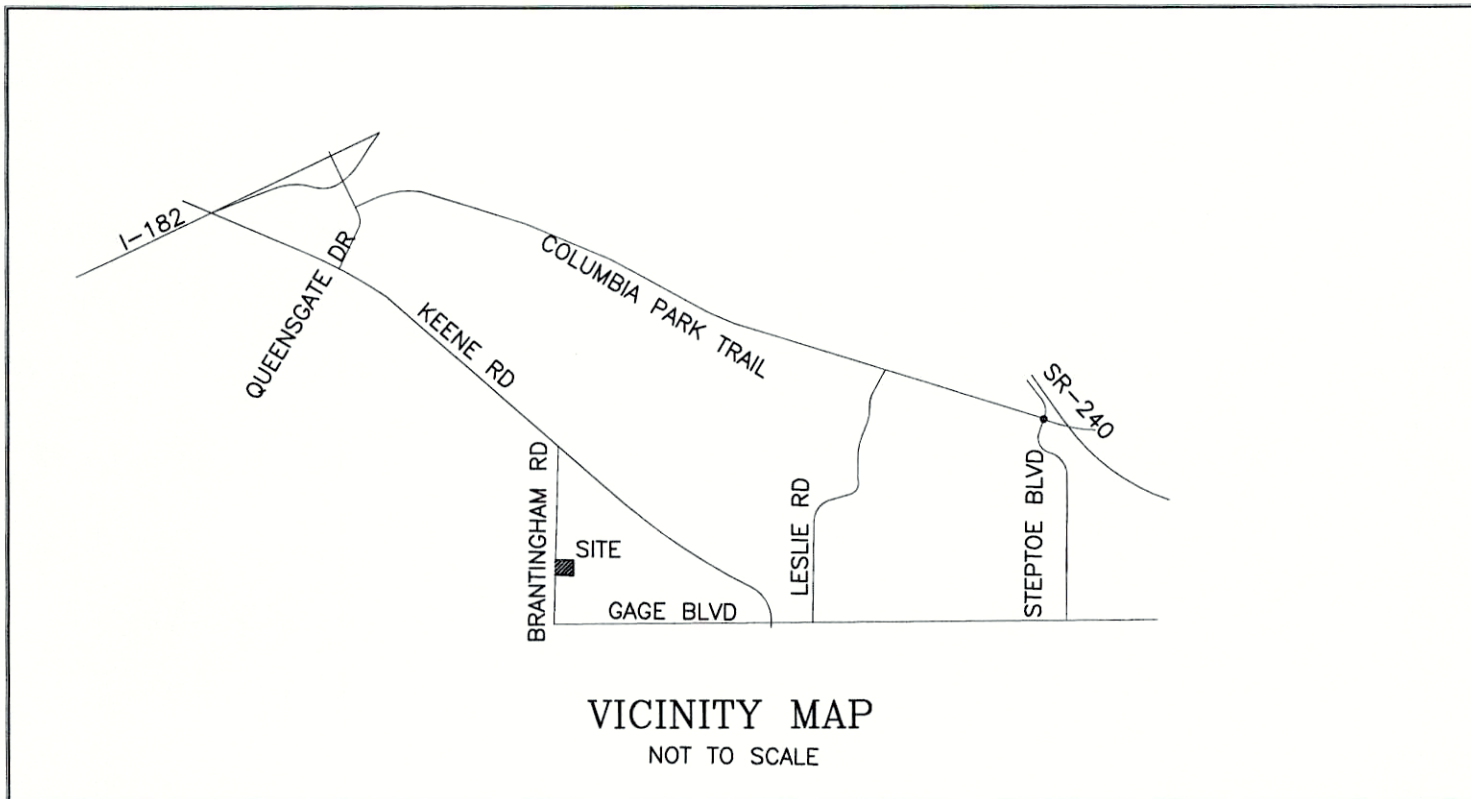
DATED: _____

SIGNATURE: _____

TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: _____

MY APPOINTMENT EXPIRES: _____

NOTARY STAMP (BLACK INK ONLY)



CITY OF RICHLAND NOTES:

- CENTRALIZED DELIVY UNITS (CBU/MAILBOX) TO BE INSTALLED PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
- ADDRESSES SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE 99352.
- TRACT "A" WILL BE DEDICATED TO THE CITY OF RICHLAND FOR STORM DRAINAGE PURPOSES.
- THE PLAT OF THE DWELLINGS LIES WITHIN THE BOUNDARY OF THE "SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN" (FMC 12.03). AS SUCH, EACH BUILDING PERMIT WITHIN THE PLAT SHALL THEREFORE BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN FOR ANY PHASE SUBMITTED FOR APPROVAL.
- MELISSA STREET IS AN "ARTERIAL COLLECTOR", THEREFORE DRIVEWAYS ARE NOT ALLOWED ONTO IT. LOTS 1, 2, 3, 4 AND 5 HAVE BEEN GRANTED AN EXCEPTION AND ARE ALLOWED TO HAVE SHARED DRIVEWAYS.
- THE PRIVATE SHARED DRIVES ARE FOR THE USE AND BENEFIT OF THE HOMEOWNERS THAT ABUT SAID ROADS, AND ARE TO BE MAINTAINED BY SAID OWNERS. THE CITY OF RICHLAND ACCEPTS NO MAINTENANCE RESPONSIBILITY FOR SAID SHARED DRIVEWAYS.
- THE PRIVATE DRIVES WITHIN THIS PLAT ARE FIRE LANES AND PARKING IS RESTRICTED. THE REQUIRED NO PARKING SIGNS SHALL BE INSTALLED BY THE DEVELOPER WHERE APPLICABLE. ANY PRIVATE ROADS NARROWER THAN 28 FEET SHALL HAVE PARKING RESTRICTED ON BOTH SIDES. STREET SIGNS INDICATING RESTRICTED PARKING SHALL BE INSTALLED PRIOR TO FINAL PLATTING AT THE DEVELOPERS EXPENSE. PARKING IS RESTRICTED OF BOTH SIDES OF LEXI COURT AND NEKA COURT.
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
- LOTS 10, 11, 12 AND 13 MAY HAVE TO TRANSPORT THEIR GARBAGE CANS TO A LOCATION THAT'S ACCEPTABLE TO CITY SOLID WASTE COLLECTION VEHICLES.
- THE CITY OF RICHLAND'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS. THE HOMEOWNERS WITHIN THE PLAT OF "THE DWELLINGS" CAN MAINTAIN THE LANDSCAPING WITHIN THE STORM DRAINAGE POND (TRACT "A") FOR AESTHETIC PURPOSES IF SAO DESIRED. AT A MINIMUM THE LANDSCAPING PLAN SHOULD BE CONSISTENT WITH THE CITY'S INTENDED MAINTENANCE STANDARD AS DESCRIBED.

SURVEYOR'S NOTES:

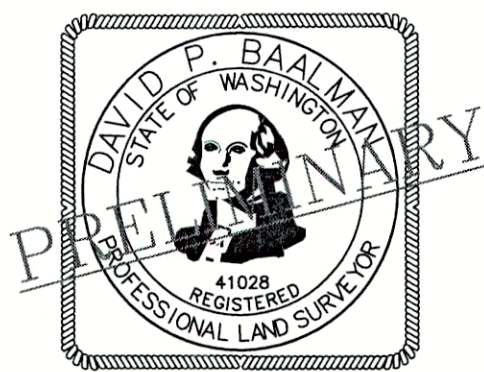
- BASIS OF BEARINGS IS A RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS PAGE 2189, RECORDS OF BENTON COUNTY, WASHINGTON.
- = SET 5/8" REBAR WITH YELLOW CAP STAMPED "RSI-MCF 34587."
- = FOUND MONUMENT AS NOTED.
- (R) = RECORD SURVEY NO. 2189, (C) = COMPUTED, (M) = MEASURED, (P1) = PLAT OF BRANTINGHAM HEIGHTS, PHASE 2, (P2) = PLAT OF SEQUOIA SPRINGS
- EQUIPMENT AND PROCEDURES USED: DUAL FREQUENCY GPS RECEIVERS USING REAL TIME KINEMATIC METHODS & A 5" [2mm + 2ppm] TOTAL STATION USING CLOSED TRAVERSE & RADIAL SURVEY METHODS.

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

KENNEWICK IRRIGATION DISTRICT

DATE



DATE

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
_____ BADGER MOUNTAIN IRRIGATION DISTRICT	_____ 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

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF GEOFFREY T. CLARK; RECORDED IN VOLUME _____ OF PLATS,

PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT _____ MINUTES PAST _____ M., THIS

DAY OF _____, 20____ A.D.

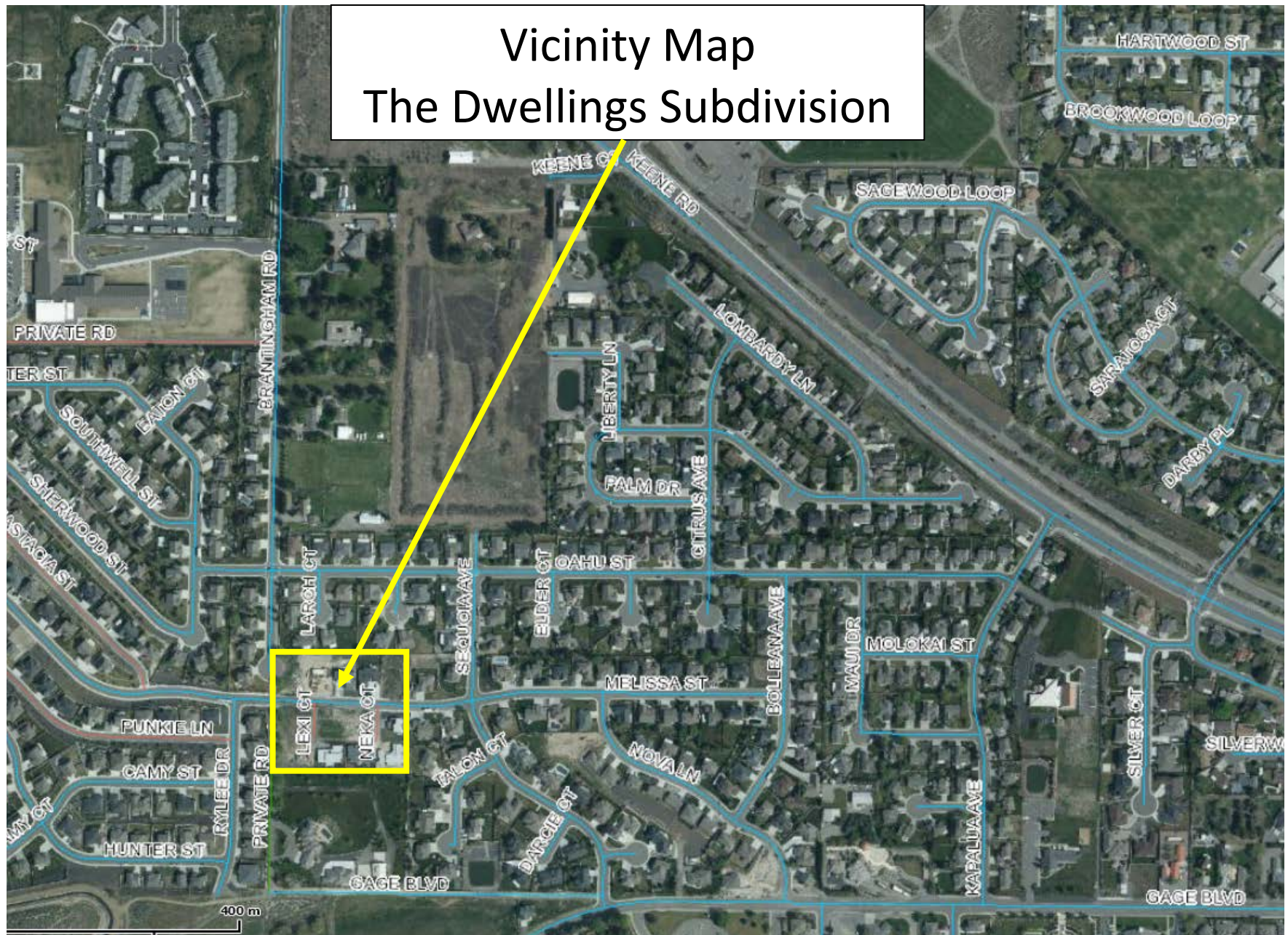
BENTON COUNTY AUDITOR

FEE NUMBER

SHEET 2 OF 2

RSI ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

Vicinity Map The Dwellings Subdivision





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 30-20, Authorizing a Third Amendment to the Interlocal Agreement with Port of Kennewick related to the Columbia Park Trail Improvements

Department:
Public Works

Ordinance/Resolution Number:
30-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 30-20, authorizing the City Manager to sign and execute a Third Amendment to the Interlocal Agreement with Port of Benton related to the Columbia Park Trail Improvements project.

Summary:

In June 2018, the City of Richland entered into an Interlocal Agreement with the Port of Kennewick (the "Port") to partner in making improvements to Columbia Park Trail, and to replace the street lights in the Port's Spaulding Business Park (the "Original Agreement").

The Original Agreement includes provisions that would provide the Port an opportunity to seek rural county capital funds from Benton County to assist in funding the project. The Port has determined that funding from Benton County or any other funding partner is not needed for this project, as the Port intends to fulfill its funding commitment under the Original Agreement from its own revenues.

Since execution of the Original Agreement, Council has authorized two amendments, each of which extended the time allowed to complete the work described in the Original Agreement. This Third Amendment to the Interlocal Agreement is required to bring the Original Agreement into alignment with the current intent of the Parties with regard to funding.

Staff recommends adoption of Resolution No. 30-20, authorizing a Third Amendment to the Interlocal Agreement with the Port of Kennewick.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 30-20
2. 2020.01.21 Third Amendment to Interlocal with Port of Kennewick

RESOLUTION NO. 30-20

A RESOLUTION of the City of Richland authorizing a Third Amendment to the Interlocal Agreement with the Port of Kennewick for the Columbia Park Trail Improvements Project.

WHEREAS, there is now in full force and effect between the City of Richland and the Port of Kennewick ("the Port") an interlocal agreement, Contract No. 191-18, to make certain improvements to Columbia Park Trail, and to replace the street lights in the Port's Spaulding Business Park (the "Original Agreement"); and

WHEREAS, pursuant to Resolution No. 157-15, authority to enter into or amend interlocal agreements resides with the City Council unless such authority is delegated by the terms of the agreement to a designated representative of the City; and

WHEREAS, on October 2, 2018, Richland City Council adopted Resolution No. 141-18, amending the Original Agreement to extend the time allowed to execute the street light replacement work; and

WHEREAS, on March 5, 2019, Richland City Council adopted Resolution No. 29-19, amending the Original Agreement to further extend the time allowed to execute the work as described in the Original Agreement; and

WHEREAS, the Original Agreement included provisions that would provide the Port an opportunity to seek rural county capital funds from Benton County to assist in funding the project; and

WHEREAS, the Port has determined that funding from Benton County or another funding partner is not warranted for this project because the Port intends to fulfill its funding commitment under the Original Agreement from its own revenues; and

WHEREAS, a Third Amendment to the Interlocal Agreement with the Port of Kennewick is required to bring the Original Agreement into alignment with the current intent of the Parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a Third Amendment to the Interlocal Agreement with the Port of Kennewick as described herein.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**Third Amendment to
Interlocal Cooperative Agreement
Between
City Of Richland
And
The Port of Kennewick, Washington**
Re: Columbia Park Trail Improvements

This **Third Amendment** to the June 25, 2018 Interlocal Agreement for Columbia Park Trail Improvements (hereinafter “Original Agreement”) is made and entered into on this ____ day of February, 2020, by and between the **City of Richland**, a Washington municipal corporation (“City”), and the Port of Kennewick, Washington, a political subdivision of the State of Washington (“Port”).

I. Recitals

WHEREAS, the City and the Port entered into an interlocal agreement on June 25, 2018 with respect to Columbia Park Trail Improvements (*see* Richland Contract No. 191-18); and

WHEREAS, the Original Agreement has been amended on two separate occasions to extend the deadline for project completion; and

WHEREAS, the Original Agreement included provisions that would provide the Port an opportunity to seek rural county capital funds from Benton County to assist in funding the project; and

WHEREAS, the Port has since determined that additional funding from Benton County or another funding partner is not warranted for this project.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Port hereby agree as follows:

II. Agreement

1. Section 3. Funding is modified as follows:

Section 3. Funding: The Port of Kennewick hereby commits to provide funding as set forth below:

- (a) \$800,000 to fund contract work, including engineering design, construction, and construction contract administration for the Columbia Park Trail Improvements. This funding shall be applied first to relocation of existing overhead cabled utility lines into an underground system, and second to other roadway improvement features. The Port's funds will be provided when invoiced by Richland and on a reimbursable basis for actual work performed in not more than three (3) installments at times mutually agreed to by the Parties.

- i. Under no circumstance shall the Port's funding obligations increase beyond the \$800,000 identified herein for the Columbia Park Trail Improvements.
 - ii. ~~The Port's commitment is subject to a successful application, and separate trilateral agreement with Benton County and the City under the Benton County Rural County Capital Fund. In the event an agreement with Benton County and the City is not reached within 120 days of the effective date of this Agreement, then the Jurisdictions agree to:~~
 - a. ~~Negotiate an amendment to this agreement around a feasible funding partnership for the project; or~~
 - b. ~~Terminate this agreement related to the Columbia Park Trail Improvements Project.~~
- (b) \$85,000 to fund the upgrades to the Spaulding Business Park street lighting system. These funds shall be reimbursed within (30) calendar days of the city delivering an invoice to the Port once the project is completed, which shall be no later than December 31, 2019.
2. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
 3. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
 4. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the date first identified above.

CITY OF RICHLAND

PORT OF KENNEWICK

Cynthia D. Reents, City Manager

By: _____
Its: _____

Attested by:

Attested by:

Jennifer Rogers, City Clerk

Port CFO

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

Lucinda Luke, Port Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 31-20, Authorizing a Consultant Agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Aeration Basin No. 2 Retrofit Project

Department:
Public Works

Ordinance/Resolution Number:
31-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 31-20, authorizing the City Manager to sign and execute a consultant agreement with Murraysmith, Inc. for design work related to the Wastewater Treatment Plant Aeration Basin No. 2 Retrofit project.

Summary:

The City's Wastewater Treatment Plant (the "Plant") is subject to state and federal regulations to protect the environment from pollutants carried by municipal wastewater. The Plant utilizes mechanical, biological and chemical treatment processes to achieve compliance with state and federal water quality standards.

The Plant's existing aeration basin facilities and equipment are in need of rehabilitation and repair to ensure adequate capacity and serviceability. The 2020-2025 Capital Improvement Plan includes a retrofit of Aeration Basin No. 2 as part of its 2020 work plan.

Because staff expertise does not include the treatment process analysis, and because specialized equipment is needed for this work, the City's best interests are served by soliciting specialized engineering services to design the required work.

As a result of a competitive Request for Qualifications (RFQ) process, whereby four (4) responses were received, Murraysmith, Inc. was selected as the most qualified vendor to complete the retrofit analysis and design for the Plant's aeration basin facilities.

Staff has negotiated a scope of work and budget, and recommends adoption of Resolution No. 31-20, authorizing the execution of a consultant agreement with Murraysmith, Inc.

Fiscal Impact:

The 2020 - 2025 Capital Improvement Plan was approved by Council on November 19, 2019. The Wastewater Treatment Plant Renewal & Replacement program (Pg. 148) provides \$3,600,000 in 2020 funding to cover the costs of this proposed \$399,407 agreement with Murraysmith, Inc.

Attachments:

1. Resolution No. 31-20
2. WWTF Aeration Basin Retrofit - Murraysmith, Inc. Consultant Agreement

RESOLUTION NO. 31-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Aeration Basin Retrofit project.

WHEREAS, the City's Wastewater Treatment Plant (the "Plant") is subject to state and federal regulations to protect the environment from pollutants carried by municipal wastewater; and

WHEREAS, the Plant utilizes mechanical, biological and chemical treatment processes to achieve compliance with state and federal water quality standards; and

WHEREAS, the Plant's existing aeration basin facilities and equipment are in need of rehabilitation and repairs to ensure adequate capacity and serviceability; and

WHEREAS, the 2020-2025 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Facility Renewal and Replacement, which includes retrofit of Aeration Basin No. 2 as part of its 2020 work plan; and

WHEREAS, the City's best interests are served by procuring specialized engineering services to design the required work since staff expertise does not include the treatment process analysis and specialized equipment selection needed for this work; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a qualified consulting engineering firm to perform the work described herein; and

WHEREAS, the City received four (4) responses to the RFQ; and

WHEREAS, Murraysmith, Inc. was selected as the most qualified vendor to complete the retrofit analysis and design for the Wastewater Treatment Plant's aeration basin facilities; and

WHEREAS, a scope of work and budget has been negotiated with Murraysmith, Inc.; and

WHEREAS, the City's best interests are served by executing a contract to procure engineering design services for the aeration basin retrofit at the Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Murraysmith, Inc. to complete the aeration basin retrofit analysis and design for the Wastewater Treatment Plant.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Wastewater Treatment Facility Aeration Basin Retrofit

This Agreement is entered into this _____ day of February, 2020 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Murraysmith, Inc. ("Consultant")**, a Washington for-profit corporation with service at 345 Bobwhite Court, Suite 230, Boise, Idaho. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement 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 (mark all that apply):
 1. ☒ City of Richland Agreement No. -20
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 19-0119
 4. ☒ Exhibit B: Solicitation No. RFQ 19-0119 proposal response submitted by Consultant dated January 3, 2020.
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

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, 2020.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2020.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Three Hundred Ninety-Nine Thousand Four Hundred Seven Dollars (\$399,407.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. 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 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 as provided below, 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.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- 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. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, 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 this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) 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 Agreement 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

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of 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 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 Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold 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 Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay 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 Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, 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 Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon

request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and 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 Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither 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, 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>

11. 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. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially 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.

13. INSURANCE

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 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 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.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- 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. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of 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, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. 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 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 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 Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. 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 willful or negligent acts, or alleged willful or alleged negligent 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.

15. 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.

16. 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 non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Craig Anderson
Name of Firm: Murraysmith, Inc.
Address: 345 Bobwhite Court, Suite 230
Address: Boise, ID 83706
Email: Craig.Anderson@murraysmith.us
Phone Number: 208-947-9033
Fax Number:

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant 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.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. 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) calendar 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) calendar 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.

22. 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 or sell 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.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, 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 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, 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 24, Extra Work.

24. EXTRA WORK

The City may desire to have 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.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See attached

SCOPE OF WORK

WWTP Aeration Basin Retrofit

CITY OF RICHLAND, WA

Background

In the mid-2000s, the City of Richland, Washington (City) upgraded the aeration basins at their wastewater treatment plant to improve their operation and performance. The existing aeration basins were built in the mid-1980s in a complete mix configuration that was common at that time. To provide better control of the filament/foam growth that is common with this style of basin, the upgrades included adding partitions to simulate more of a plug flow style and provide an anoxic selector at the front of the basin. In addition, the overall basin aeration efficiency was improved by adding new high-speed turbo blowers and flat panel diffusers. The upgraded aeration basins were successful but are now in poor/failing condition and require replacement and repairs.

In early January of 2020, the City solicited Statements of Qualifications from consulting engineering firms to assist them in the analysis, design and preparation of contract documents for the rehabilitation, repair, and replacement of aeration basin facilities and equipment. On January 21, 2020 Murraysmith (Consultant) was notified they were selected.

The following are the Consultant's proposed six tasks for the design and development of contract documents for the aeration basin rehabilitation work. Bidding, Construction, and O&M manual update services are not included in this scope of services.

Scope of Services

Task 1 - Project Management

The objective of this task is to assure the design team stays on track to deliver the project on time and budget.

Activities:

1.1 Invoices/Progress Reports

The project will be managed to maintain the scope, schedule, and budget. At a minimum, updates on project schedule and budget will be provided as part of the monthly invoicing process. Invoices will include hours worked by project personnel and other direct expenses. Monthly progress reports will accompany each invoice and include budget status, summary of work accomplished,

estimated work to be completed in the next period, issues encountered and actions taken or those still required, and discussion of known potential impacts to scope, budget, or schedule.

1.2 Project Management Plan

A Project Management Plan (PMP) will be developed to guide the overall execution of the project and will include: a project overview and key understandings; organizational chart summarizing roles/responsibilities; contact information for all team members; project scope of work and schedule with a summary of key deliverables and milestone dates; Project Budget summary broken down by subtask and discipline; and a Quality Management Plan summarizing QA/QC procedures for all deliverables.

1.3 Kick-Off Meeting

A kick-off meeting will be held at the WWTP to review the project, introduce new team members to the facility and the City, discuss project goals and objectives, and discuss the project scope and schedule.

1.4 City and Design Team Coordination

As project manager, Craig Anderson will lead and oversee project communications with the City and design team throughout the duration of the project, lead meeting discussions, keep the City up-to-date on project issues and details and make sure the City's input is incorporated into the work product. Mark Cummings and Tye Jordan will assist Craig with project management efforts to provide secondary points of contact and responsibility.

Deliverables

1. Monthly invoice and progress report (PDF electronic format)
2. Project Management Plan (PDF electronic format)
3. Kick-Off Meeting Notes (PDF electronic format)

Assumptions

1. Consultant assumes a Notice to Proceed date by the third week of February 2020.
2. Project duration is anticipated to be no more than 10 months; therefore, it is assumed that there will be up to 10 progress payments/status reports.
3. The kick-off meeting will occur on the same time as the subtask 2.2 site visit for review and analysis of electrical, instrumentation, and structural facilities.
4. Meeting facilitation will be limited to those specifically identified in this scope of work.
5. The City will provide clear, consolidated and timely input and review of the work products produced by the consultant
6. The development of a detailed alternative decision process (e.g. – pairwise comparison, business case evaluation, etc.) will not be required to aid the City in making design decisions.

Task 2 – Project Definition

The intent of this task is to further refine the proposed improvements by gathering and reviewing additional facility information and big picture treatment process options and preferences. The work in this design step focuses on ensuring the facility and process details have been collected and evaluated before detailed design proceeds.

Activities:

2.1 WDOE Preliminary Engineering Conference

The Consultant and a City representative will call with the regional Washington Department of Ecology (WDOE) representative to discuss the proposed work. The intent of this meeting is to discuss the proposed improvements to the aeration basins; their rehabilitation focus and lack of meaningful change to the capacity, form, or treatment function of the basins; and how best to accommodate the requirements of WAC 173-240.

2.2 Facility Data Collection & Analysis

Existing facility information will be gathered and processed for future use in the development of the detailed facility design. Work will include:

- **Site Survey** – Consultant will coordinate site survey needs with City Staff. City staff will perform a field topographic and boundary survey of the WWTP site from the RAS pump station to the distribution structure and 30 feet each side of the aeration basin will be performed. Survey will capture open space topography, above ground evidence of all existing underground utilities/pipe/conduit, power poles, light poles, fences, walls, noteworthy site features, significant vegetation, hardscape features (curb, pavement, sidewalk, etc.), buildings, Consultant selected key hydraulic/construction features on various unit processes, and location and approximate depth of utilities/pipe/conduit.
- **Site Inspection Safety Plan** – Consultant will work with City to develop a safety plan to cover the inspection of the existing facilities. It is anticipated that the primary focus of this plan will be the interior inspection of the aeration basins.
- **Existing Electrical, Instrumentation, Structural, and Mechanical Review and Analysis** – desktop and on-site review of the existing WWTP's blower building and aeration basin 1 facilities and systems will be performed for the purposes of verifying the accuracy relative to record drawings and quantifying improvement needs associated with the proposed work.
- **Preliminary Building Official Coordination**– Consultant will initiate discussions with the local Building Official to discuss and document requirements associated with the design and construction of the proposed facilities. Topics will include items such as applicable codes (building/plumbing/electrical/fire) and requirements, special inspection needs for non-facility improvements, and design and construction review and approval process.

2.3 Process/System Analysis

More detailed unit process existing system performance and/or configuration option analysis is needed to properly size and configure the WWTP improvements. This work includes:

- **WWTP Process Model Refinement** – The City’s recently developed process model will be used to evaluate two selector options:
 1. selector similar to existing but partition moved to optimize performance
 2. selector located on aeration basin perimeter over sloped portion of wall
- **WWTP Hydraulic Model** – An existing facility hydraulic model for the main plant flow from the Primary Clarifier effluent weirs to the Secondary Clarifier effluent weirs will be developed using critical hydraulic control element measurements from the site survey.
- **WWTP Air System Model** - A model of the City’s existing aeration basin low pressure air system will be developed, calibrated, and used to evaluate performance and identify improvement needs.

2.4 Major Equipment/Material Options

The design team will use their collective past project experience as well as solicited input from trusted equipment suppliers to generate a list of the major equipment and product options and their relative differences for review with City staff at the subtask 2.6 meeting. This subtask also includes participation in a joint City of Pasco and City of Richland diffuser alternative overview workshop on March 2, 2020.

2.5 Improvement Alternative Refinement

The design team will use their collective past project experience and the findings of the previous subtasks to identify and refine viable improvement options to address the City’s needs and prepare presentation materials and recommendations for review with City staff at the subtask 2.6 meeting. Facility improvements are assumed to be similar to those discussed in the Consultant’s Statement of Qualifications and will focus on:

- Diffuser replacement
- Basin partitioning material/supplier options
- Basin partitioning configuration options (two)
- RAS Pump isolation
- Distribution Box isolation gate leak
- Aeration Basin concrete condition and water tightness
- Selector function, configuration, and optimization
- Basin drain/transfer system
- Blower access/location and operation/maintenance (including DO control)
- Air piping leaks

2.6 Progress/Findings Meeting

The general results of Task 2 will be presented to the City via conference call and web meeting to gather City input and direction. A summary of the discussions, decisions, and action items will be prepared.

Deliverables

1. Meeting Minutes (PDF electronic format)

Assumptions

1. The capacity of the WWTP stated in the City's current NPDES Permit and industry standard primary treatment removal rates will be used for the design flow and load basis for the aeration basin improvements.
2. Development and submission of an Engineering Report per WAC 173-240-060 will not be required.
3. City staff will provide as much Consultant requested background information as possible and coordinate with previous consultants, if necessary, to gather missing information.
4. Only one site visit for facility inspection is assumed and its timing will be coordinated with the kick-off meeting. Inspections will be limited to what can be visually observed and easily accessed. Aeration Basin 1 will not be available for detailed inspection.
5. The City will clean and expose the entire concrete floor of the aeration basin prior the inspection. It is assuming that this work will be completed no later than March 31st.
6. The need for more extensive facility condition activities (e.g. – excavations and destructive or non-destructive testing) is not anticipated.
7. Visits to other treatment facilities to evaluate equipment and/or material alternatives are not anticipated.
8. Geotechnical subsurface investigations and services are not anticipated.
9. Architectural facility evaluations and design services are not anticipated.
10. Reuse and relocation of the existing two Neuros Blowers with the potential to add a third new blower is assumed.

Task 3 – Design Development

The objective of this task is to finalize the design concept and describe it in terms of structural, electrical, instrumentation, mechanical and treatment systems. At the completion of this phase of the design process, it is intended that all major decisions have been made and the design elements are essentially “frozen” so that the larger design team can efficiently use the deliverables to guide the detailed development of the construction contract documents.

Activities:

3.1 Design Concept Refinement

With the basic process, site, major equipment, and overall improvement preferences identified as a result of Task 2, additional analysis and design will be performed as required to adequately define and communicate the design for further review, input and refinement. The design of supporting systems and utilities will be detailed by discipline will include the update or preparation of at least the following items.

- Final flow stream IDs, legends, and abbreviations
- Final Process Flow Diagrams
- 90% Process & Instrumentation and Control Diagrams (P&IDs)
- WWTP Hydraulic Profile
- WWTP Mass Balance
- Equipment Database Spreadsheet with support requirements
- Preliminary Construction Duration and Sequencing Plans
- Process Control Narrative Descriptions
- Design Concept Drawings:
 - Air Piping, Diffuser Layout, Basin Configuration, Baffle Walls, Aeration Basin Structural Repairs, Basin Drain/Transfer System, Selector Functionality Improvements, WWTP Site Plan (Civil and Mechanical), Blower Building Floor Plans/Sections, Electrical One-Line diagrams, Control System Block Diagram

3.2 General Contractor Supplemental Bidder Responsibilities

Due to the specialized nature of the construction work, Consultant will work with City to develop supplemental bidder responsibility criteria to include in the bidding documents. The criteria used will be based on similar material used by the Consultant on past projects with modifications as necessary to meet specific state or City needs and preferences. Criteria will be crafted with the intent of not unduly restricting competition, but to establish a baseline threshold of the ability of the bidder to successfully perform the work.

3.3 Preliminary Contract Document Configuration

Consultant will prepare the following items to facilitate City and design team review and comment. Input received on all three will be used to start the formal assembly of the contract documents in Task 4.

- City Construction Contract Legal/Insurance Questionnaire
- Draft Specification list (with Prevailing Wage inserts) and major equipment specifications
- Draft Design Drawing Index

3.4 Design Development Review Meeting

The general results of Task 3 will be presented to the City via conference call and web meeting to gather City input and direction. A summary of the discussions, decisions, and action items will be prepared.

Deliverables

1. Meeting Minutes (PDF electronic format)

Assumptions

1. At the completion of this task, all major design decisions are considered complete and ready for final contract document development by the expanded design team. Significant design changes initiated by the City after this point can have significant budget impacts.
2. Consultant budget may be adjusted at this point if City selects a reduced number of improvements to carry forward into the remaining tasks.
3. City review will occur after the meeting. Consultant and City project managers will meet to discuss review comments and resolve conflicting comments no later than two weeks after the meeting.
4. Improvements required in Aeration Basin No. 1 are assumed to be the same as those identified for Aeration Basin 2.
5. Public outreach and regulatory agency coordination or permitting beyond WDOE contract document review is not included.
6. At the conclusion of this task, the design is considered 40 to 50% complete.

Task 4 – Contract Document Development

The purpose of this task is to transform the developed design concept into the detailed Contract Documents necessary for the bidding, award, and construction of the work. This task has been divided into two steps to facilitate review and finalization of the documents.

Activities:

4.1 90% Contract Document Development

Consultant will prepare a 90% complete set of Contract Documents, which will be the basis for the final Contract Document review submittal. These documents will include the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, and Drawings. Drawings and specifications will include the required civil site work, structural, process mechanical, electrical, and instrumentation and control design necessary for both the bidding and construction of the proposed improvements.

4.2 Energy Efficiency Incentive Coordination & Application

Energy efficiency incentive payments are available from the Bonneville Power Administration which are applied for and coordinated with the local power authority. Depending on the equipment and processes selected by the City as part of the proposed improvements, there is a strong likelihood that energy efficiency incentive payments can be received. This subtask is an allowance for the Consultant to work with both the City and local power company to apply and receive energy efficiency incentive approval prior to the bidding and construction of the work (a requirement of the incentive program). No work on this subtask will be performed without the advance approval of the City.

4.3 90% Contract Document Overview Meeting

The general results of subtask 4.1 will be presented to the City via conference call and web meeting to gather City input and direction. A summary of the discussions, decisions, and action items will be prepared.

4.4 Finalization of Contract Documents

Following receipt of the 90% review comments (City, WDOE, and consultant internal), consultant will incorporate them, as appropriate, and prepare a final stamped set of Contract Documents ready for formal WDOE review and approval.

Deliverables

1. 90% and Final Contract Document Packages (PDF electronic format)
2. 90% Contract Document Meeting Minutes (PDF electronic format)

Assumptions

1. City and WDOE review will occur after the meeting. Consultant and City project managers will meet to discuss review comments and resolve conflicting comments no later than two weeks after the meeting.
2. Consultant will continue to proceed with design efforts, as needed, while City and WDOE perform their reviews.
3. The Contract Documents shall consist of the following elements or sections – Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings.
4. Consultant's standard documents (which are based on the Engineering Joint Contract Documents) will be used for the basis of the Bidding Requirements, Contract Forms, and Conditions of the Contract sections of the Contract Documents. These base documents will be augmented with amendments or revisions as necessary to address Richland specific standards and requirements, as applicable.
5. The specifications will be based on consultant's standard documents and follow the 50 division Construction Specification Institute (CSI) format.
6. Only one set of Contract Documents is assumed.

7. It is assumed the construction will be performed by a single general contractor who will furnish all equipment, materials, and labor necessary to construct the project.
8. The Contract Documents will assume a lump sum bid with no more than two easily defined bid alternatives and award to the lowest responsive, responsible bidder (as defined by the City).
9. The drawings will be developed using consultant's standard AutoCAD software. At consultant's discretion, some drawings may be produced in three-dimensional format to assist the design, review, and construction process.
10. The drawings will be produced in 22" by 34" full-size format, but with text and layout that will allow the use of half-size sheets.

Task 5 – Cost Opinions

The intent of this task is to prepare construction cost opinions throughout the design process to be used as a tool to help the City and design team evaluate the relative impact of design changes and manage the project from a budgetary perspective. The relative accuracy of this work will increase as the design progresses. Consultant will endeavor to produce these opinions within the accuracy ranges identified in AACE International's Recommended Practice Document No. 18-R-97.

These cost opinions should be expected to vary from the actual construction bids received due to several factors outside the control of the City or Consultant. These factors include, but are not limited to, volatility and unknowns regarding commodity pricing, the labor market, inflationary escalation, etc. Consultant may employ an outside construction cost estimating firm to assist with elements of this task.

Activities:

An estimate of construction costs will be developed based on the deliverables prepared for each of the project tasks as listed below:

5.1 Project Definition Construction Cost Opinions (Level 4)

5.2 Design Development Construction Cost Opinion (Level 3)

5.3 90% Contract Document Construction Cost Opinion (Level 2)

5.4 Final Contract Document Construction Cost Opinion (Level 2)

Deliverables:

1. Construction cost opinions based on the design information available in each step as described in Task 2 through 4.

Task 6 – Design Reviews

The purpose of this task is to monitor the quality of the project using design lead independent quality assurance/quality control (QA/QC) review. Multidiscipline internal QA/QC design reviews will be performed informally during the progress of the design. Formal QA/QC review will be performed in parallel with the City and WDOE reviews at the following stages/subtasks.

Activities:

6.1 Project Definition QA/QC

6.2 Design Development QA/QC

6.3 90% Contract Document QA/QC

6.4 Final Contract Document QA/QC

Budget

The work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. The overall budget estimate breakdown for this work is outlined in the table below. Consultant will manage the work identified to the aggregate authorized budget amount which shall not be exceeded without prior written authorization from the City.

Task	Amount
Task 1 - Project Management	\$33,016
Task 2 – Project Definition	\$48,678
Task 3 – Design Development	\$75,936
Task 4 – Contract Document Development	\$181,904
Task 5 – Cost Opinions	\$33,324
Task 6 – Design Reviews	\$26,549
TOTAL	\$399,407

Project Schedule

The work provided under this scope of work is anticipated to be completed per the milestone dates provided in the table below. Consultant will make every effort to complete the work in a timely manner at or before these milestone dates. However, it is agreed that consultant can not be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed (e.g. – extended WDOE review, Engineering Report requirement, basin inspection timing, etc.).

Task	Completion Date
Task 2 – Project Definition	4/30/2020
Task 3 – Design Development	7/22/2020
Task 4 – Contract Document Development (90%)	10/5/2020
Task 5 – Contract Document Development (Final)	11/18/2020

WWTP Aeratin Basin Retrofit
City of Richland, WA
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)													Subconsultants						Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	Principal Engineer IV	Professional Engineer VI	Professional Engineer IX	Professional Engineer IX	Professional Engineer VIII	Professional Engineer IV	Principal Engineer VI	Professional Engineer III	Engineering Designer VI	Principal Engineer III	Admin. II	Hours	Labor										
	Anderson, C.	Cummings	Jordan	Flowers	Brown	Ellestad	Kotey, T.	Kotey, R.	Polglase	Thayer	Thurston			Stensel	Rosso	Industrial	Permit	Geophys	Ott Sakai				
Task 1 - PROJECT MANAGEMENT																							
1.1 - Invoices/Progress Reports	10	10									10	30	\$ 5,324							\$ -		\$ -	\$ 5,324
1.2 - Project Management Plan	1	8									2	11	\$ 1,905							\$ -		\$ -	\$ 1,905
1.3 - Kick-Off Meeting	8	8	6			6	6		6			40	\$ 8,360	\$ 800		\$ 800				\$ 1,760		\$ -	\$ 10,120
1.4 - City and Design Team Coordination	16	40	16								10	82	\$ 15,667							\$ -		\$ -	\$ 15,667
Task 1 Subtotal	35	66	22	0	0	6	6	0	6	0	22	163	\$ 31,255	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 1,760	\$ -	\$ -	\$ 33,016
Task 2 - PROJECT DEFINITION																							
2.1 - WDOE Preliminary Engineering Conference	3	2										5	\$ 1,113							\$ -		\$ -	\$ 1,113
2.2 - Site survey		4				2						6	\$ 1,048							\$ -		\$ -	\$ 1,048
2.2 - Site Inspection Safety Plan		4									2	6	\$ 928							\$ -		\$ -	\$ 928
2.2 - Existing Facility Multi-Discipline Review and Analysis	8	8	8			8	8		8		4	52	\$ 10,399			\$ 2,400				\$ 2,640	\$ 3,500	\$ -	\$ 16,539
2.2 - Preliminary Building Official Coordination	2	2					1					5	\$ 1,133							\$ -		\$ -	\$ 1,133
2.3 - WWTP Process Model Refinement			4	8								12	\$ 2,545							\$ -		\$ -	\$ 2,545
2.3 - WWTP Hydraulic Model			2			8						10	\$ 1,709							\$ -		\$ -	\$ 1,709
2.3 - WWTP Air System Model			4			16						20	\$ 3,419							\$ -		\$ -	\$ 3,419
2.4 - Major Equipment/Material Refinement	2	4	4				2					12	\$ 2,615		\$ 3,300					\$ 3,630		\$ -	\$ 6,245
2.5 - Improvement Alternative Refinement	2	8	8				4					22	\$ 4,729	\$ 800	\$ 400				\$ 800	\$ 2,200		\$ -	\$ 6,929
2.6 - Progress/Findings Meeting	8	8	8				2					26	\$ 5,689			\$ 800				\$ 880	\$ 500	\$ -	\$ 7,069
Task 2 Subtotal	25	40	38	8	0	34	17	0	8	0	6	176	\$ 35,328	\$ 800	\$ 3,700	\$ 3,200	\$ -	\$ -	\$ 800	\$ 9,350	\$ 4,000	\$ -	\$ 48,678
Task 3 - DESIGN DEVELOPMENT																							
3.1 - Final Flow Stream IDs, legends, and abbreviations			2						2			4	\$ 775			\$ 600				\$ 660		\$ 36	\$ 1,471
3.1 - Final Process Flow Diagrams		4	4						4			12	\$ 2,276							\$ -		\$ 72	\$ 2,348
3.1 - 90% P&IDs		8	8						8			24	\$ 4,553			\$ 1,600				\$ 1,760		\$ 144	\$ 6,457
3.1 - WWTP Hydraulic Profile			4			8			4			16	\$ 2,835							\$ -		\$ 72	\$ 2,907
3.1 - WWTP Mass Balance			2	4					2			8	\$ 1,623							\$ -		\$ 36	\$ 1,659
3.1 - Equipment Database Spreadsheet		4	4					4				12	\$ 2,654		\$ 400	\$ 800				\$ 1,320		\$ -	\$ 3,974
3.1 - Preliminary Construction Duration and Sequencing Plans	4	4	4						4			16	\$ 3,276							\$ -		\$ 72	\$ 3,348
3.1 - Process Control Narrative Descriptions		2	6	2								10	\$ 2,060							\$ -		\$ -	\$ 2,060
3.1 - Air Piping Concept		2	8			2						12	\$ 2,381		\$ 400					\$ 440		\$ -	\$ 2,821
3.1 - Diffuser Layout Concept		2	4	4					4			14	\$ 2,762		\$ 400					\$ 440		\$ 72	\$ 3,274
3.1 - Basin Configuration Concept			4						4			8	\$ 1,550	\$ 400						\$ 440		\$ 72	\$ 2,062
3.1 - Basin Walls Concept			2						4			10	\$ 2,205							\$ -		\$ 72	\$ 2,277
3.1 - Aerartion Basin Structural Repair Concept							4					4	\$ 1,079							\$ -		\$ -	\$ 1,079
3.1 - Basin Drain/Transfer System Concept	2	4					2					12	\$ 2,468							\$ -		\$ 72	\$ 2,540
3.1 - Selector Functionality Improvement Concept	1	4							4			9	\$ 1,678	\$ 200						\$ 220		\$ 72	\$ 1,970
3.1 - Civil Site Plan Concept		2	2			6			2			12	\$ 2,102							\$ -		\$ 36	\$ 2,138
3.1 - Mechanical Site Plan Concept		2	8			2			4			16	\$ 3,083							\$ -		\$ 72	\$ 3,155
3.1 - Blower Building Concept			4						4			8	\$ 1,550			\$ 400				\$ 440		\$ 72	\$ 2,062
3.1 - Electrical One-Line Diagrams			1									1	\$ 212			\$ 1,600				\$ 1,760		\$ -	\$ 1,972
3.1 - Control System Block Diagram			1									1	\$ 212			\$ 1,600				\$ 1,760		\$ -	\$ 1,972
3.2 - General Contractor Supplemental Bidder Responsibilities	1	4										5	\$ 977							\$ -		\$ -	\$ 977
3.3 - City Contract Legal/Insurance Questionnaire		2									2	4	\$ 565							\$ -		\$ -	\$ 565
3.3 - Draft Specification list		4	2			2	2				4	14	\$ 2,415		\$ 200	\$ 600				\$ 880		\$ -	\$ 3,295
3.3 - Draft Major equipment specifications		8	8									16	\$ 3,150		\$ 400					\$ 440		\$ -	\$ 3,590
3.3 - Draft Design Drawing Index		4	2			2	2		2			12	\$ 2,363			\$ 400				\$ 440		\$ 36	\$ 2,839
3.4 - Review Meeting	8	16	16			4	4				4	52	\$ 10,425	\$ 400		\$ 1,600				\$ 2,200	\$ 500	\$ -	\$ 13,125
Task 3 Subtotal	16	76	96	10	0	26	22	0	56	0	10	312	\$ 61,228	\$ 1,000	\$ 1,800	\$ 9,200	\$ -	\$ -	\$ -	\$ 13,200	\$ 500	\$ 1,008	\$ 75,936
Task 4 - CONTRACT DOCUMENT DEVELOPMENT (90%)																							
4.1 - 90% General Sheets & Front-End Legal/Contract Docs	8	16	8						20		2	54	\$ 10,311			\$ 800				\$ 880		\$ 360	\$ 11,551
4.1 - 90% Civil/Site Drawings and Specifications						40			16		2	58	\$ 9,433							\$ -		\$ 288	\$ 9,721
4.1 - 90% Structural Drawings and Specifications							20	60	24		2	106	\$ 19,254							\$ -		\$ 432	\$ 19,686
4.1 - 90% Mechanical Drawings and Specifications		40	60						40		2	142	\$ 27,208							\$ -		\$ 720	\$ 27,928
4.1 - 90% Electrical Drawings and Specifications			8						4		2	14	\$ 2,600			\$ 24,000				\$ 26,400		\$ 72	\$ 29,072
4.1 - 90% Instrumentation Drawings and Specifications			20						4		2	26	\$ 5,145			\$ 12,000				\$ 13,200		\$ 72	\$ 18,417
4.2 - Energy Incentive Coordination & Application	8	8	8								2	26	\$ 5,351		\$ 400	\$ 1,600				\$ 2,200		\$ -	\$ 7,551
4.3 - 90% Documents Overview Meeting	8	16	16				16		16		2	74	\$ 15,624			\$ 3,200				\$ 3,520		\$ 288	\$ 19,432
4.3 - 90% Comment Consolidation	4	8	8			8	8		8		2	46	\$ 9,198			\$ 1,600				\$ 1,760	\$ 500	\$ 144	\$ 11,602
Task 4 Subtotal	28	88	128	0	0	48	44	60	132	0	18	546	\$ 104,124	\$ -	\$ 400	\$ 43,200	\$ -	\$ -	\$ -	\$ 47,960	\$ 500	\$ 2,376	\$ 154,960
Task 4 - CONTRACT DOCUMENT DEVELOPMENT (FINAL)																							
4.4 - General Sheets and Front-End Legal/Contract	2	4	2						5		1	14	\$ 2,628			\$ 200				\$ 220		\$ 90	\$ 2,938
4.4 - Civil/Site Drawings and Specifications						10			4		1	15	\$ 2,409							\$ -		\$ 72	\$ 2,481
4.4 - Structural Drawings and Specifications							5	12	6		1	24	\$ 4,392							\$ -		\$ 108	\$ 4,500
4.4 - Mechanical Drawings and Specifications		10	15						10		1	36	\$ 6,852							\$ -		\$ 180	\$ 7,032
4.4 - Electrical Drawings and Specifications			2																				

WWTP Aeratin Basin Retrofit
City of Richland, WA
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)															Subconsultants							Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	Principal Engineer IV	Professional Engineer VI	Professional Engineer IX	Professional Engineer IX	Professional Engineer VIII	Professional Engineer IV	Principal Engineer VI	Professional Engineer III	Engineering Designer VI	Principal Engineer III	Admin. II	Hours	Labor													
Task 5 - COST OPINIONS																										
5.1 - PD Construction Cost Opinion	1	4	4		4		4					17	\$ 3,711			\$ 800			\$ 800	\$ 1,760		\$ -	\$ 5,471			
5.2 - DD Construction Cost Opinion	2	6	6		6		6					26	\$ 5,691			\$ 1,200			\$ 1,200	\$ 2,640		\$ -	\$ 8,331			
5.3 - 90% CD Construction Cost Opinion	3	8	8		8		8					35	\$ 7,671			\$ 1,600			\$ 1,600	\$ 3,520		\$ -	\$ 11,191			
5.4 - Final CD Construction Cost Opinion	2	6	6		6		6					26	\$ 5,691			\$ 1,200			\$ 1,200	\$ 2,640		\$ -	\$ 8,331			
Task 5 Subtotal	8	24	24	0	24	0	24	0	0	0	0	104	\$ 22,764	\$ -	\$ -	\$ 4,800	\$ -	\$ -	\$ 4,800	\$ 10,560	\$ -	\$ -	\$ 33,324			
Task 6 - DESIGN REVIEWS																										
6.1 - PD QA/QC	2									8		10	\$ 2,415	\$ 800		\$ 800				\$ 1,760		\$ -	\$ 4,175			
6.2 - DD QA/QC	4									12		16	\$ 3,872	\$ 1,200		\$ 1,200				\$ 2,640		\$ -	\$ 6,512			
6.3 - 90% CD QA/QC	8									16		24	\$ 5,830	\$ 1,600		\$ 1,600				\$ 3,520		\$ -	\$ 9,350			
6.4 - Final CD QA/QC	4									12		16	\$ 3,872	\$ 1,200		\$ 1,200				\$ 2,640		\$ -	\$ 6,512			
Task 6 Subtotal	18	0	0	0	0	0	0	0	0	48	0	66	\$ 15,989	\$ 4,800	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ 10,560	\$ -	\$ -	\$ 26,549			
TOTAL - ALL TASKS	132	308	332	18	24	124	118	72	229	48	62	1467	\$ 289,007	\$ 7,400	\$ 5,900	\$ 73,400	\$ -	\$ -	\$ 5,600	\$ 101,530	\$ 5,000	\$ 3,870	\$ 399,407			



2020 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2020 through December 31, 2020. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Administrative III	\$110
Engineering Designer II	\$143	Administrative II	\$101
Engineering Designer I	\$132	Administrative I	\$89

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Then-current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 32-20, Authorizing Relinquishment of a Utility Easement at 1609 Van Giesen Street

Department:
Public Works

Ordinance/Resolution Number:
32-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 32-20, authorizing the City Manager to sign and execute all documents necessary to relinquish a utility easement at 1609 Van Giesen Street as provided therein.

Summary:

Property owners at 1609 Van Giesen Street have requested that a public utility easement be relinquished to enable expansion of an existing structure. Upon evaluation, staff has determined that the requested easement is no longer needed for municipal purposes because the water pipeline that originally occupied the easement has been relocated into public right-of-way.

RCW 35.94.040 provides for the disposal of surplus property originally acquired for public utility purposes. A public hearing is scheduled on tonight's agenda for City Council to receive public testimony. Assuming no new information is presented during the public hearing, staff recommends adoption of Resolution No. 32-20, authorizing relinquishment of the utility easement.

Fiscal Impact:

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

Attachments:

- I. Resolution No. 32-20

RESOLUTION NO. 32-20

A RESOLUTION of the City of Richland authorizing relinquishment of a certain portion of a public utility easement located within Lot 5, Block 328 of the Plat of Richland, as recorded under Auditor's File No. 356196, records of Benton County, Washington, and lying within 1609 Van Giesen Street.

WHEREAS, property owners Donald and Doris Bruun have requested a certain public utility easement be relinquished to enable expansion of existing structures; and

WHEREAS, the requested easement shown in hatching on **Exhibit A** is no longer needed for municipal purposes because the water pipeline has been relocated into public right-of-way; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally acquired for public utility purposes; and

WHEREAS, on February 9, 2020, notice was published that a public hearing would be held on February 18, 2020 to take public testimony regarding this surplus action.

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

A portion of Lot 5, Block 328 Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of Benton County, Washington. More particularly described as follows:

A portion of a utility easement dedicated to the City of Richland and lying within Lot 5, Block 328, as shown on easement sheet 8-C of the Plat of Richland and lying within 1609 Van Giesen Street and as depicted by hatching on **Exhibit A**.

Except the South ten (10.00) feet as shown on **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign all documents necessary to release the City's interest in the public utility easement as depicted on **Exhibit A** and deliver the same upon payment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

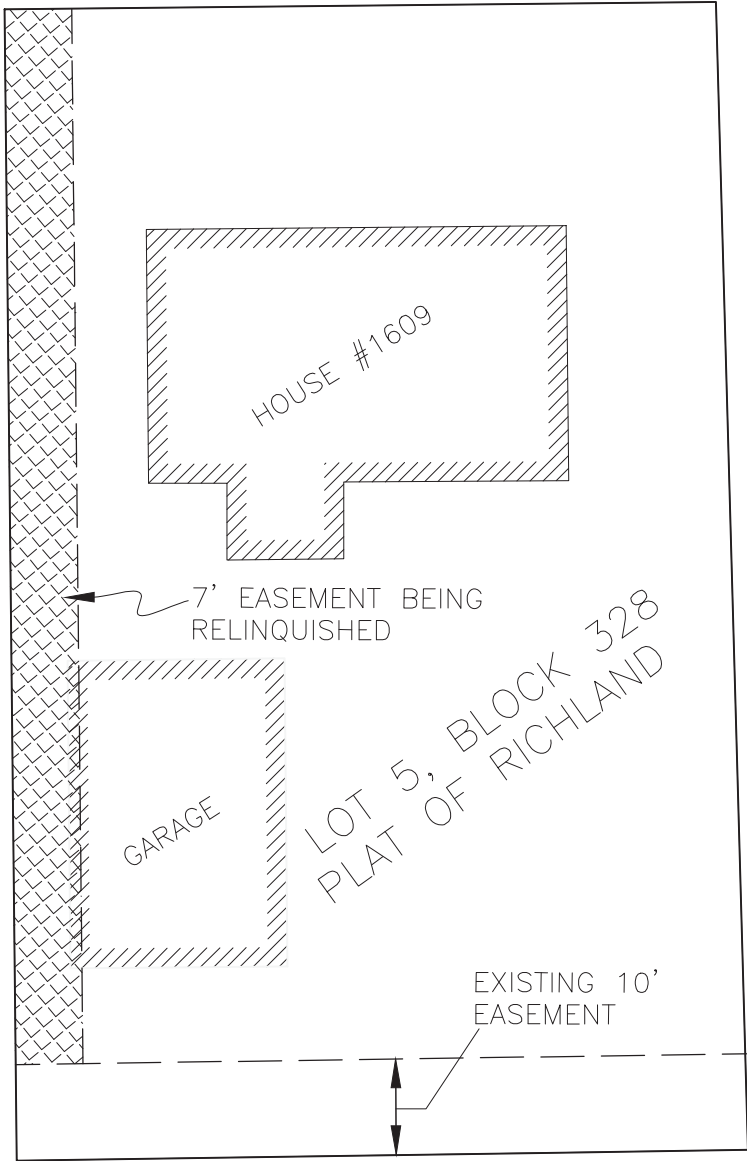
Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

VAN GIESEN STREET



Date: JANUARY 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 33-20, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Back-up Generator Replacement

Department:
Public Works

Ordinance/Resolution Number:
33-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 33-20, authorizing the City Manager to sign and execute an agreement with RH2 Engineering, Inc. for engineering services related to the replacement of the Wastewater Treatment Plant back-up generator.

Summary:

The City of Richland owns and operates the Richland Wastewater Treatment Plant (the "Plant"), the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater. The Plant is regulated by the Washington State Department of Ecology to ensure compliance with state and federal water quality standards, and is required to maintain back-up electric generation capability to ensure at least a primary level of treatment when the primary electric service to the Plant is interrupted.

The existing stand-by generator, originally supplied when the Plant was constructed in 1985, has failed and cannot be repaired because components have become obsolete. To ensure compliance with the Plant's operational permit conditions, a stand-by generator is currently being rented at a significant monthly cost.

A contract with RH2 Engineering, Inc. was authorized by Council in September 2019 to provide electrical engineering design for replacement of a motor control center at the Plant. RH2 Engineering, Inc. is equally qualified to perform the technical work needed to support replacement of the stand-by generator. A waiver to the competitive procurement requirements of Title 3 RMC is appropriate and has been approved by the City Manager. Staff has negotiated a scope of work and budget with RH2 Engineering, Inc. to expedite the design and procurement of a replacement generator.

The City's best interests are served by executing a consultant agreement with RH2 Engineering, Inc. to procure engineering services for the replacement of the Plant's stand-by generator. Staff therefore recommends adoption of Resolution No. 33-20.

Fiscal Impact: The total cost of the proposed contract is \$79,582. The 2020 - 2025 Capital Improvement Plan appropriated \$3,600,000 in the Wastewater Treatment Facility Renewal & Replacement project, which will fund this work in addition to other planned improvements.

Attachments:

1. Resolution No. 33-20
2. WWTF Stand-by Generator Replacement - RH2 - Agreement & Scope

RESOLUTION NO. 33-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Generator Replacement project.

WHEREAS, the City of Richland owns and operates a Wastewater Treatment Plant (the "Plant") the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater; and

WHEREAS, the Plant is regulated by the Washington State Department of Ecology to ensure compliance with state and federal water quality standards; and

WHEREAS, the Plant is required to maintain back-up electric generation capability to ensure at least a primary level of treatment when the primary electric service to the Plant is interrupted; and

WHEREAS, the existing stand-by generator, originally supplied when the Plant was constructed in 1985, has failed and cannot be repaired because certain components have become obsolete; and

WHEREAS, to ensure compliance with the Plant's operational permit conditions, a stand-by generator is being rented at a significant monthly cost; and

WHEREAS, on September 17, 2019, Richland City Council approved Resolution No. 114-19, authorizing a contract with RH2 Engineering, Inc. to provide electrical engineering design for replacement of a motor control center at the Plant; and

WHEREAS, RH2 Engineering, Inc. is qualified to perform the technical work needed to support replacement of the stand-by generator; and

WHEREAS, a waiver to the competitive procurement requirements of Title 3 RMC is appropriate and has been approved by the City Manager; and

WHEREAS, a scope of work and budget have been negotiated with RH2 Engineering, Inc.; and

WHEREAS, the City's best interests are served by executing a consultant agreement with RH2 Engineering, Inc. to procure engineering design services for replacement of the Plant's stand-by generator.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with RH2 Engineering, Inc. to complete the stand-by generator replacement design for the Wastewater Treatment Plant.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Wastewater Treatment Facility Backup Generator Replacement

This Agreement is entered into this _____ day of February, 2020 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **RH2 Engineering, Inc. ("Consultant")**, a Washington for-profit corporation with service at 114 Columbia Point Drive, Richland, WA. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement 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 (mark all that apply):
 1. ☒ City of Richland Agreement No. -20
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No.
 4. ☐ Exhibit B: Solicitation No. _ proposal response submitted by Consultant dated .
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

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 June 30, 2020.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on June 30, 2020.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Seventy-Nine Thousand Five Hundred Eighty-Two Dollars (\$79,582.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. 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 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 as provided below, 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.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- 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. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, 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 this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) 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 Agreement 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

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of 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 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 Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold 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 Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay 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 Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, 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 Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon

request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and 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 Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither 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, 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>

11. 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. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially 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.

13. INSURANCE

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 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 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.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- 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. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of 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, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. 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 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 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 Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. 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 willful or negligent acts, or alleged willful or alleged negligent 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.

15. 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.

16. 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 non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Paul Cross
Name of Firm: RH2 Engineering, Inc.
Address: 114 Columbia Point Drive Ste. C
Address: Richland, WA 99352
Email: pcross@rh2.com
Phone Number: 509-886-6767
Fax Number:

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant 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.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. 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) calendar 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) calendar 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.

22. 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 or sell 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.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, 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 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, 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 24, Extra Work.

24. EXTRA WORK

The City may desire to have 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.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See attached documentation

EXHIBIT A
Scope of Work
City of Richland
WWTP Standby Generator Replacement
February 2020

Background

The City of Richland (City) maintains and operates a sewer system and wastewater treatment plant (WWTP) that was constructed in 1985. The WWTP is a 12 million gallons per day (MGD) complete-mix activated sludge plant with anaerobic digesters. The existing standby generator located inside the solids handling building has failed and is not able to be repaired due to obsolete components. Therefore, the existing generator is in need of replacement. The City is currently renting a portable generator that is located outside and is temporarily connected to the existing automatic transfer switch.

The City has requested the services of RH2 Engineering, Inc., (RH2) to evaluate alternatives for replacing the standby generator, prepare design/construction documents for the replacement of the standby generator, and assist the City during project bidding.

The alternatives to be evaluated during Task 2 of this Scope of Work will include the following:

- Locating the proposed replacement generator in its current location inside the solids handling building.
- Locating the proposed replacement generator outside in close proximity to the solids handling building.

Engineering services for construction contract administration support will not be included as part of the contract and will be completed, at the City's option, as part of either a future contract or future contract amendment.

Task 1 – Project Management and Administration

Objective: Manage and coordinate RH2 staff, schedule, and budget, and provide related services for the project.

Approach:

- 1.1 Project Management, Progress Reporting, Cost and Schedule Control, and Team Management – Manage the RH2 project team to track work elements accomplished, work items planned for the next phase, man hours, scope changes, time, and budget needed to complete the Scope of Work. Prepare progress reports to summarize what was accomplished each month, summarize anticipated work for the following month, and identify potential problems or changes. Submit a monthly invoice summarizing costs and remaining budget by task.
- 1.2 Provide Project Coordination – Develop and maintain a project schedule and participate in weekly coordination meetings with the City via conference call. Develop and maintain an action

item tracker that will electronically log decisions made during the project and include supporting documents.

RH2 Deliverables:

- Monthly progress reports, project schedule, and action item tracker in electronic (PDF) format.

Task 2 – Standby Generator Evaluation

Objective: Prepare a standby generator evaluation to assist the City in determining appropriate alternatives for replacing the standby generator at the WWTP.

Approach:

- 2.1 Attend Kickoff Meeting and Site Visit – Prepare for and attend one (1) kick-off meeting with City staff, which shall include a site visit. Site visit shall include taking inventory of existing electrical loads, reviewing the existing electrical distribution equipment, and identifying possible locations for the generator, automatic transfer switch, conduits, and fuel tank piping. Prepare meeting agenda and meeting minutes.
- 2.2 Review Data – Review data, as-built drawings, and other information provided by the City.
- 2.3 Perform Electrical Load Study and Generator Size Verification – Perform generator load and sizing calculations based on the existing electrical load at the WWTP that is currently connected to the existing generator. Perform an electrical load study to confirm the electrical demand load. Determine generator sizing calculations with manufacturer sizing software. Coordinate with the generator manufacturers to determine the physical size of the generator and automatic transfer switch and to obtain equipment pricing information.
- 2.4 Perform Location Alternative Evaluation – Identify location alternatives for the standby generator. Two (2) alternative locations shall be evaluated that shall include replacing the generator in its current location inside the solids handling building and locating the generator outside the solids handling building.
- 2.5 Provide Preliminary Construction Cost Estimates – Provide a preliminary construction cost estimate for the installation of the backup generator system. A cost estimate will be provided for each alternative included in the evaluation technical memorandum.
- 2.6 Prepare Standby Generator Evaluation Technical Memorandum – Prepare an evaluation technical memorandum that will include a summary of each evaluation performed, cost estimates, generator calculations and sizing, and recommendations. Attend one (1) meeting with the City to discuss the evaluation and determine which alternatives will be implemented during the design task. Prepare meeting agenda and meeting minutes.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generator or produced by the City or others in relation to this Scope of Work.*

Provided by City:

- Attendance at kickoff meeting and site visit.
- As-built drawings and operations and maintenance manuals for the existing generator installation.
- Attendance at meeting to discuss technical memorandum.
- Selection of alternatives for design development.

RH2 Deliverables:

- Kick-off meeting agenda and minutes in electronic (PDF) format.
- Standby Generator Evaluation Technical Memorandum in electronic (PDF) format.
- Attendance at meeting to discuss technical memorandum. Meeting agenda and minutes in electronic (PDF) format.

Task 3 – Standby Generator Design

Objective: Prepare design plans and technical specifications for replacement of the standby generator at the WWTP.

Approach:

- 3.1 Prepare 60-Percent Design Drawings – Develop 60-percent design drawings based on the selected alternative from the evaluation technical memorandum and submit to the City for review. The 60-percent design drawings shall include civil, mechanical, heating, ventilation, and air conditioning (HVAC), structural, and electrical drawings. Civil drawings shall detail site improvements as necessary for installation of the standby generator. Mechanical drawings shall detail improvements as necessary for connecting the generator to the existing diesel fuel system. HVAC system modifications to the existing intake and exhaust louvers, if installing the generator inside the solids handling building, shall be detailed. Structural plans for the concrete pad and bollards shall be prepared if installing the generator outside. Structural pad modification drawings may be necessary if installing the generator inside the solids handling building and the generator does not fit within the footprint of the existing concrete pad. Develop electrical plans for the power distribution system modifications and installation of a new generator to include a one-line diagram showing equipment layout, a power distribution and signal plan showing conduit routing and equipment locations, power distribution switchboard and automatic transfer switch equipment installation details, generator installation details, electrical schedules, and electrical details. Prepare an electrical site plan identifying the location of the new generator, site conduit routing, and site improvements that are required for the installation of the generator.
- 3.2 Prepare 90-Percent Design Drawings – Incorporate 60-percent design review comments from the City and prepare 90-percent design drawings for the standby generator replacement and submit to the City for review. Provide quality assurance and quality control (QA/QC) services to

include a formal, internal QA/QC process and review of the constructability of the project design and deliverables.

- 3.3 Prepare Bid-Ready Construction Drawings – Revise and update the design drawings based on City and internal QA/QC review comments and finalize plans for bidding.
- 3.4 Prepare Specifications – Coordinate with the City regarding incorporation of the City’s non-technical specifications into the construction documents. Review the City prepared non-technical specifications, and provide comments, including coordination with RH2’s technical specifications. Prepare technical specifications using RH2’s modified Construction Specifications Institute (CSI) format. Prepare 60-percent and 90-percent design technical specifications, perform internal QA/QC process, and submit specifications to the City for review. Update the specifications to bid-ready construction specifications based on City review comments.
- 3.5 Prepare Construction Cost Estimates – Prepare 60-percent and 90-percent design level construction cost estimates, and a bid-ready design level construction cost estimate to reflect improvements included in the drawings and specifications. At 60- and 90-percent design, the cost estimates will be submitted to the City with the other review documents.
- 3.6 Attend Design Status and Review Meetings – Prepare for and attend design review meetings with the City at the 60-percent and 90-percent review stages to review the design and discuss City review comments. Prepare meeting agendas and minutes for each meeting summarizing discussions, documenting key decisions, and identifying/assigning action items.

Provided by City:

- 60-percent design review comments.
- 90-percent design review comments.
- Preparation of front-end specifications and incorporation of RH2’s prepared technical specifications into the overall bid documents.

RH2 Deliverables:

- 60-percent design drawings, technical specifications, and construction cost estimate in electronic (PDF) format.
- 90-percent design drawings, technical specifications, and construction cost estimate in electronic (PDF) format.
- Bid-ready construction drawings, technical specifications, and construction cost estimate in electronic (PDF) format.
- Agenda and meeting minutes for design review meetings in electronic (PDF) format.

Task 4 – Services During Bidding

Objective: Provide assistance to the City during the project bidding phase.

Approach:

- 4.1 Prepare the Advertisement for Bids – Prepare the advertisement for bids and assist the City with advertising the project for bid. Maintain a plan holder's list.
- 4.2 Respond to Bidder Questions – Respond to bidders' technical questions, as needed, during the bidding process. *It is assumed that the City will respond to procedural questions.*
- 4.3 Attend Pre-Bid Meeting – Attend one (1) pre-bid meeting that shall include a site visit to the WWTP with the City and prospective bidders.
- 4.4 Prepare Project Bid Addenda – Prepare up to three (3) addenda in electronic format for the City to distribute to plan holders. Update construction cost estimate based on addenda.
- 4.5 Review Project Bids and Provide Recommendation – Review the qualifications of the lowest responsible bidder and subcontractors and provide a memorandum of findings. Provide a tabulation of bids and make a recommendation for award.

Provided by City:

- The City will advertise and pay for bids by posting the Notice of Advertisement for Bid and electronic bid documents.
- The City will hold a bid opening, verify bids and bid bonds, issue the Notice of Intent to Award, administer any protests and disputes related to the bidding and award, award and process the construction contract, and issue the Notice to Proceed to the contractor.
- Submit bids to RH2 for bid tabulation.

RH2 Deliverables:

- Advertisement for bids in electronic (PDF) format.
- Responses to bidder questions via telephone and email.
- Attendance at pre-bid meeting and site visit.
- Up to three (3) addenda and updated construction cost estimates in electronic (PDF) format.
- Bid tabulation, memorandum of findings, and recommendation of award in electronic (PDF) format.

EXHIBIT B**Fee Estimate****City of Richland****WWTP Standby Generator Replacement****Feb-20**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management and Administration	12	\$ 2,692	\$ 107	\$ 2,799
1.1	Project Management, Progress Reporting, Cost and Schedule Control, and Team Management	6	\$ 1,346	\$ 54	\$ 1,400
1.2	Provide Project Coordination	6	\$ 1,346	\$ 54	\$ 1,400
Task 2	Standby Generator Evaluation	98	\$ 17,378	\$ 2,125	\$ 19,503
2.1	Attend Kickoff Meeting and Site Visit	10	\$ 1,996	\$ 166	\$ 2,162
2.2	Review Data	19	\$ 3,252	\$ 449	\$ 3,701
2.3	Perform Electrical Load Study and Generator Size Verification	7	\$ 1,218	\$ 197	\$ 1,415
2.4	Perform Location Alternative Evaluation	24	\$ 4,065	\$ 569	\$ 4,634
2.5	Provide Preliminary Construction Cost Estimates	16	\$ 2,727	\$ 371	\$ 3,098
2.6	Prepare Standby Generator Evaluation Technical Memorandum	22	\$ 4,120	\$ 374	\$ 4,494
Task 3	Standby Generator Design	268	\$ 46,300	\$ 6,351	\$ 52,651
3.1	Prepare 60-Percent Design Drawings	112	\$ 19,210	\$ 2,810	\$ 22,020
3.2	Prepare 90-Percent Design Drawings	80	\$ 13,646	\$ 2,010	\$ 15,656
3.3	Prepare Bid-Ready Construction Drawings	20	\$ 3,362	\$ 598	\$ 3,960
3.4	Prepare Specifications	30	\$ 5,164	\$ 468	\$ 5,632
3.5	Prepare Construction Cost Estimates	18	\$ 3,142	\$ 409	\$ 3,551
3.6	Attend Design Status and Review Meetings	8	\$ 1,776	\$ 56	\$ 1,832
Task 4	Services During Bidding	24	\$ 4,238	\$ 391	\$ 4,629
4.1	Prepare the Advertisement for Bids	6	\$ 1,006	\$ 80	\$ 1,086
4.2	Respond to Bidder Questions	6	\$ 1,108	\$ 138	\$ 1,246
4.3	Attend Pre-Bid Meeting	2	\$ 444	\$ 17	\$ 461
4.4	Prepare Project Bid Addenda	6	\$ 1,006	\$ 125	\$ 1,131
4.5	Review Project Bids and Provide Recommendation	4	\$ 674	\$ 31	\$ 705
PROJECT TOTAL		402	\$ 70,608	\$ 8,974	\$ 79,582

EXHIBIT C RH2 ENGINEERING, INC. 2020 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$142	\$/hr
Professional II	\$155	\$/hr
Professional III	\$166	\$/hr
Professional IV	\$182	\$/hr
Professional V	\$193	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$222	\$/hr
Professional VIII	\$229	\$/hr
Professional IX	\$229	\$/hr
Control Specialist I	\$128	\$/hr
Control Specialist II	\$139	\$/hr
Control Specialist III	\$152	\$/hr
Control Specialist IV	\$165	\$/hr
Control Specialist V	\$175	\$/hr
Control Specialist VI	\$186	\$/hr
Control Specialist VII	\$203	\$/hr
Control Specialist VIII	\$209	\$/hr
Technician I	\$105	\$/hr
Technician II	\$116	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$142	\$/hr
Technician V	\$156	\$/hr
Technician VI	\$171	\$/hr
Technician VII	\$185	\$/hr
Technician VIII	\$194	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$82	\$/hr
Administrative III	\$97	\$/hr
Administrative IV	\$115	\$/hr
Administrative V	\$136	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 34-20, Authorizing a Lease Agreement with Western States for a Dozer and Articulated Truck

Department:
Public Works

Ordinance/Resolution Number:
34-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 34-20, authorizing the City Manager to sign and execute a lease agreement with Western States for a dozer and articulated truck in support of landfill operations.

Summary:

The City owns and operates a fleet of vehicles and equipment, the replacement of which is funded through the Equipment Replacement Fund.

The City's landfill requires a significant package of heavy equipment to successfully deliver its services, and to comply with the operating permit issued by the Benton-Franklin Health District. Upon the City Council's decision in 2017 to pursue landfill expansion, a detailed evaluation of the existing vehicles and equipment utilized to support landfill operations was performed. The existing dozer and scraper were determined to require significant investment to either replace or rebuild them to extend their useful life. Equipment Replacement Fund contributions from the Solid Waste Fund were programmed in recent years to enable replacement or rebuilding of these two important pieces of equipment. 2020 was determined to be the year to execute replacement or rebuilding of these items.

In preparation for replacement or rebuilding, staff conducted a further operational analysis of its equipment needs. That analysis confirmed the need for a dozer at the landfill, but suggested that an articulated truck should replace the existing scraper. The articulated truck provides more versatility for material hauling than a scraper at a significantly reduced cost. Since the landfill operation will require less bulk excavating activity in the coming years, the increased versatility of the articulated truck is a better fit for future operation.

Staff also evaluated financing options, determining that equipment leases are more cost effective than purchases.

Staff has negotiated a lease agreement with Western States to lease a new Caterpillar D6T LGP Dozer and a 735 Articulated Truck for a six-year term. Staff recommends adoption of Resolution No. 34-20.

Fiscal Impact:

The 2020 Equipment Replacement Fund budget includes funding for the lease of this equipment.

Attachments:

1. Resolution No. 34-20
2. Lease Terms - Dozer
3. Lease Terms - Articulated Truck

RESOLUTION NO. 34-20

A RESOLUTION of the City of Richland authorizing a lease agreement with Western States for a new Caterpillar D6T LGP Dozer and 735 Articulated Truck to support landfill operations.

WHEREAS, the City owns and operates a fleet of vehicles and equipment; and

WHEREAS, the Equipment Replacement Fund is used to set aside funds for the timely replacement of vehicles and/or equipment; and

WHEREAS, the City's landfill requires a significant package of heavy equipment to successfully deliver its services, and to comply with the operating permit issued by the Benton-Franklin Health District; and

WHEREAS, in recent years, as the City's existing permitted landfill cell exhausted its capacity, decisions to replace key pieces of equipment were deferred; and

WHEREAS, in 2017, Richland City Council took action to pursue landfill expansion at the Horn Rapids Landfill. The landfill capacity expansion was completed in 2019; and

WHEREAS, a detailed evaluation of the existing vehicles and equipment utilized to support landfill operations has been performed, and the existing dozer and scraper have been identified as needing replacement as they are approaching the manufacturer's recommended re-build/replacement decision points; and

WHEREAS, based on the available financing options, a cost-benefit analysis has determined that leases of new equipment are most beneficial; and

WHEREAS, the 2020 Equipment Replacement Fund budget includes funding for the lease of a new Caterpillar D6T LGP Dozer and 623 Scraper; and

WHEREAS, a 735 Articulated Truck will satisfy the operational needs of the landfill at substantially lower cost than the planned 623 Scraper.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a lease agreement and all other necessary documents with Western States to lease a new Caterpillar D6T LGP Dozer and 735 Articulated Truck for a six-year term.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



D6 Waste Handling Dozer

Sourcewell # 34549

84 Month/6000 Hour Lease

Machine Warranty 84mo/6000 hours

Full Machine With Filter Kits

Purchase Price	\$ 451,120.45
Trade D6R S/N GJB00865	\$ 100,000.00)
Full Labor and Oil Agreement	\$ 18,284.54
Net to Lease W/O Tax	\$ 369,404.99
Buyback	\$ (140,000.00)
Payment Schedule	
Delivery Date (4/2020)	\$ 41,854.37
April 2021	\$ 41,854.37
April 2022	\$ 41,854.37
April 2023	\$ 41,854.37
April 2024	\$ 41,854.37
April 2025	\$ 41,854.37
April 2026	\$ 41,854.37
April 2027 Option	\$ 140,000.00

End of lease Options:

1. Exercise buyout of \$140,000.00
2. Return equipment 2027 for new D6 lease
3. Return equipment 2027 without new D6 lease

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF RICHLAND

Address
 City
 State
 Zip code
 County

Good if:

Acknowledged by Feb-02-20
 Funded by Feb-02-20

DEALER

WESTERN STATES EQUIPMENT CO.
 Sales person KODY REED
 Dealer contact
 Telephone

Quote number 643-3628
 Fax number
 Quote date 01/03/2020
 Quote time 15:06:21

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 7 Annual
 Payments in Advance

Quoted by GrechEP
 Report created by GrechEP

		Ann.				Amount			Fixed
	Model	Hours	Qty	Sale Price	Down Payment	Financed	Payment	Balloon	Rate
New	D6-20	857	1	469,404.99	100,000.00	369,804.99	41,854.37	140,000.00	3.8500

Special Conditions:

D6-20

Model Year - 2020, Standard Environment; Major Attachments-Air Conditioning, Cab;
 Blades/Buckets/Rippers-6VPAT Blade

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

 Caterpillar Financial Services Corporation

 CITY OF RICHLAND

 Date



Sourcewell Member Discount 6.4%	\$(35,731.33)
Sourcewell Member Purchase Price	\$522,570.67
Western States Governmental Support	\$(71,450.22)
D6 Purchase Price	\$451,120.45
EMS Service Agreement Labor and Oil	\$18,284.54
City of Richland Lease Price (After Trade) Sourcewell #34549	\$369,404.99

Delivered Price Includes the Following:

1. New 2020 D6 Waste Handling Dozer Configuration Shown
2. 7 year 6,000 hour Governmental Failsafe Warranty
3. Complimentary PM Maintenance Kits for 6,000hrs.
4. Pre Delivery Inspection and Calibrations
5. Governmental Solutions Equipment Management Reporting
6. Transport and Delivery to the City of Richland Landfill

Western States Equipment Guaranteed Buyback at the end of 7 years or 6,000 hours
whichever comes first (\$140,000.00)

Kody Reed:

Date:

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Regional Sales Manager

Date: _____

Date: _____



City of Richland
Sourcewell #032119-Cat Member ID #34549
Kody Reed
1/23/2020
Q000171128

735-04 Articulated Truck

Sourcewell # 34549

72 Month/6,000HR Lease
72 Month/6,000HR Full Machine
GOV FAILSAFE WARRANTY

Purchase Price	\$ 525,219.00
623G Trade	\$ (205,000.00)
Full Service Agreement	\$ 21,786.95
Deere 210 Bucket and Spare Tire	\$ 15,032.50
Net to Lease W/O Tax	\$ 357,037.50
Buyback	\$ (220,000.00)
Payment Schedule	
Delivery Date (5/2020)	\$ 33,278.88
May-21	\$ 33,278.88
May-22	\$ 33,278.88
May-23	\$ 33,278.88
May-24	\$ 33,278.88
May-25	\$ 33,278.88
May-26	\$ 220,000.00

End of lease Options:

1. Exercise buyout in 2026 of \$220,000
2. Return equipment for new 2026 623K lease
3. Return equipment without new lease



Delivered Price Includes the Following:

1. New 2020 735-04 Articulated Truck Configuration Shown
2. 6 year 6,000hr Governmental Failsafe Warranty
3. Complimentary PM Maintenance Kits for 6,000hrs
4. Full Labor and Oil Service agreement
5. Pre Delivery Inspection and Calibrations
6. Governmental Solutions Equipment Management Reporting
7. Transport and Delivery to the City of Richland Landfill
8. Machine Operator Training

Western States Equipment Guaranteed Buyback at the end of 6 years or 6,000 hours
whichever comes first (\$220,000.00)

Kody Reed:

Date: 1/23/2020

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF RICHLAND

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by Feb-14-20
 Funded by Feb-14-20

DEALER

WESTERN STATES EQUIPMENT CO.
 Sales person KODY REED
 Dealer contact
 Telephone

Quote number 644-0981
 Fax number
 Quote date 01/23/2020
 Quote time 12:56:51

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL Quoted by GrechEP
 Number of payments 6 Annual Report created by GrechEP
 Payments in Advance

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	735C	1000	1	562,038.95	205,000.00	357,438.95	33,278.99	220,000.00	3.8500

Special Conditions:

735C
 Model Year - 2020, Standard Environment; Major Attachments-Tires, Tailgate, Dump
 Body, Cab, Air Conditioning; Other Blades/Buckets/Rippers-NONE

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

CITY OF RICHLAND

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 35-20, Authorizing a Consultant Agreement with Parametrix, Inc. for 2020 Environmental Monitoring at the Horn Rapids Landfill

Department:
Public Works

Ordinance/Resolution Number:
35-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 35-20, authorizing the City Manager to sign and execute a consultant agreement with Parametrix, Inc. for 2020 environmental monitoring at the Horn Rapids Landfill.

Summary:

Ongoing environmental monitoring in the vicinity of the Horn Rapids Landfill is required by state regulations. Monitoring of the Horn Rapids Landfill detected groundwater contamination beneath the landfill more than fifteen years ago. The City advanced required investigations and remediation activities as a voluntary independent action.

In recent years, contaminant migration beyond the landfill property boundary has occurred. In 2017, the City entered into an Agreed Order with the Washington State Department of Ecology to expand the monitoring program.

Parametrix, Inc. has been functioning as the City's environmental monitoring consultant since 2004. Parametrix staff participated in consultation with the Benton-Franklin Health District and Washington State Department of Ecology to develop the contents of the Assessment Monitoring Work Plan, which is the technical guidance for the Agreed Order.

Staff is proposing to contract with Parametrix, Inc. for the 2020 environmental monitoring of the landfill. The contracted work consists of data gathering, engineering analysis, and report writing for the routine required monitoring. This work compliments and is integrated with the work required under the Agreed Order. Contracting with Parametrix, Inc. for both work efforts is the most cost-effective way to complete both required processes. Parametrix's expertise and site knowledge make them uniquely qualified to assist the City in this matter.

In addition to site monitoring, Parametrix, Inc. has also supported operation of the landfill gas collection system since its installation in 2011. The landfill gas collection system is also required by state regulations, and is a mitigation activity for the groundwater contamination. The proposed consultant agreement includes continuance of Parametrix's support for this system operation.

Staff recommends adoption of Resolution No. 35-20, authorizing the proposed contract with Parametrix, Inc.

Fiscal Impact: The 2020 Budget for the Solid Waste Disposal division provides \$141,450 in expert services funding to cover this agreement, which is valued at \$80,725.

Attachments:

1. Resolution No. 35-20
2. 2020 Landfill Environmental Monitoring, Sampling & Reporting - Parametrix Consultant Agreement

RESOLUTION NO. 35-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with Parametrix, Inc. for the 2020 environmental monitoring, sampling, landfill gas collection operations support, and reporting services at the Horn Rapids Landfill.

WHEREAS, Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill (the "Landfill"); and

WHEREAS, in 2017, the City and Washington State Department of Ecology ("Ecology") entered into Agreed Order No. DE13717 (the "Agreed Order") to define an expanded scope of environmental monitoring for the Landfill; and

WHEREAS, several years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant through a competitive solicitation process complying with the City's purchasing policies; and

WHEREAS, Parametrix, Inc. has completed recent groundwater monitoring reports for the Landfill, and participated in consultant meetings with Ecology and the Benton-Franklin Health District to negotiate the terms of the Agreed Order and required Work Plan; and

WHEREAS, since 2011, the City has operated a landfill gas collection and disposal system at the Landfill; and

WHEREAS, operation of the landfill gas collection system requires regular monitoring and operational tuning; and

WHEREAS, Parametrix, Inc. has performed, and is well-suited to perform, analysis of the landfill gas collection system, and to advise staff on required tuning adjustments; and

WHEREAS, the Solid Waste Utility Fund has budget capacity sufficient to fund contracting with Parametrix, Inc. to provide the annual environmental monitoring, sampling, landfill gas collection operations support and reporting services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Parametrix, Inc. for 2020 environmental monitoring, sampling, landfill gas collection system operations support, and reporting services at the Horn Rapids Landfill.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of February, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2020 Landfill Environmental Monitoring, Sampling & Reporting

This Agreement is entered into this _____ day of February, 2020 (“Effective Date”) by and between the **City of Richland (“City”)**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Parametrix Inc (“Consultant”)**, a Washington for-profit corporation with service at 719 2nd Avenue, Suite 200, Seattle Washington. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement 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 (mark all that apply):
 1. ☒ City of Richland Agreement No. 13-20
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No.
 4. ☐ Exhibit B: Solicitation No. _ proposal response submitted by Consultant dated .
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

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 April 1, 2021.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 1, 2021.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Eighty Thousand Seven Hundred Twenty-Five Dollars (\$80,725.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. 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 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 as provided below, 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.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- 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. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, 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 this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) 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 Agreement 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

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of 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 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 Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold 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 Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay 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 Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, 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 Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within

thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and 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 Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither 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, 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>

11. 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. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially 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.

13. INSURANCE

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 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 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.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- 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. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of 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, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. 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 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 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 Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. 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 willful or negligent acts, or alleged willful or alleged negligent 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.

15. 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.

16. 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 non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Steve Emge
Name of Firm: Parametrix Inc.
Address: 719 2nd Avenue, Suite 200
Address: Seattle, WA 98104
Email: SEmge@parametrix.com
Phone Number: 206-394-3700
Fax Number: 855-542-6353

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant 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.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. 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) calendar 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) calendar 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.

22. 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 or sell 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.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, 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 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, 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 24, Extra Work.

24. EXTRA WORK

The City may desire to have 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.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See attached scope and budget

EXHIBIT A – SCOPE OF WORK

CITY OF RICHLAND PUBLIC WORKS DEPARTMENT SERVICE AGREEMENT FOR ENGINEERING SERVICES

202019 SERVICE YEAR:

2020 ENVIRONMENTAL MONITORING SERVICES

Leader: Lisa Gilbert, LHG

Background:

Parametrix has developed this scope of work for conducting environmental monitoring and preparing environmental monitoring reports for 2020, as requested by The City of Richland Public Works Department (City). The environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*.

Task 01 - 2020 Quarterly Groundwater and Lysimeter Sampling

Objective:

Provide one personnel to conduct four quarterly groundwater sampling events during 2020 (March, June, September, November) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (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:

One Parametrix field technician, with assistance from one City of Richland personnel will conduct the sampling events. Monitoring includes collecting groundwater samples quarterly during 2020, and assisting the City in collecting lysimeter samples annually (if leachate is present). In addition, a new Grundfos Redi-flo 2 dedicated submersible pump has been budgeted and may be purchased, and installed if one of the existing groundwater pumps fail, and, if so, an evaluation will be performed on the existing pump to determine whether it should be refurbished as a backup.

Deliverables:

Parametrix will provide the following deliverables:

- Field data sheets for each well documenting field measurements.
- Samples provided to laboratory for analysis.
- If required, install a new groundwater pump and perform analysis on the failed pumped.

SCOPE OF WORK (CONTINUED)

Assumptions:

Each field event will be conducted during two field days and will include collecting samples from eleven groundwater monitoring wells, including one duplicate sample.

Additional samples will be collected at one monitoring well for Appendix III parameters during the second quarter.

Leachate samples will be collected (if present) during the third quarter.

The analytical laboratory will be under direct contract to the City.

The City will provide personnel trained for groundwater sampling and confined lysimeter vault entry.

Task 02 - 2020 Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2020 groundwater and gas probe 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 2019. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data.

Deliverables:

Draft (PDF via email) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2020 (four copies). The final reports will be submitted within 60 days after receipt of the quarterly analytical data.

SCOPE OF WORK (CONTINUED)

Assumptions:

Data will be prepared for eleven groundwater samples and one field duplicate (Appendix I and II parameters), and one groundwater and one leachate sample (Appendix III).

The quarterly reports will include the landfill gas probe monitoring data collected by the City as described in Task 04.

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.

Task 03 – 2020 Annual Environmental Monitoring Report

Objective:

Prepare annual report documenting the results of the four quarterly 2020 groundwater and gas probe 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 2020, in the general format previously used during 2019. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data.

Deliverables:

Draft (PDF via e-mail) and Final Environmental Monitoring Annual Report for 2020 (four copies and PDF via e-mail). The final report will be submitted by April 1, 2021.

Assumptions:

Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

SCOPE OF WORK (CONTINUED)

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 – 2020 Landfill Gas Support

Objective:

Provide continuing engineering and operations services for the City's landfill gas system from April 2020 through March 2021.

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. 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 assistance 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 2019-0002*. 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 2020 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 a monthly basis, and the gas probes quarterly.

Client: City of Richland
 Project: Horn Rapids Environmental Monitoring
 Project No: 5553820004

					Principal Consultant	Project Controls Specialist	Sr Engineer	Planner IV	Sr Hydrogeologist	Sr Scientist/Biologist	Publications Supervisor	Hydrogeologist III	Sr Contract Administrator	Technical Lead	Project Accountant	Scientist/Biologist III
					Dwight E. Miller	Shanon L. Harris	Stephen M. Emge	Laura B. Lee	Lisa A. Gilbert	Margaret E. Spence	Debra M. Fetherston	Adam W. Romey	Jean N. Johnson	Butch R. Purganan	Sarah A. Crackenberger	Trey J. Parry
Billing Rates:					\$313.50	\$120.80	\$229.98	\$149.18	\$211.71	\$197.57	\$135.14	\$135.17	\$144.96	\$147.49	\$92.74	\$117.18
Task	Subtask	Description	Labor Dollars	Labor Hours												
10		2020 Environmental Monitoring	\$70,464.73	430	3	16	75	76	59	20	27	32	1	16	9	96
10	01	2020 Quarterly GW Sampling	\$19,429.57	145			14		3			32				96
10	02	2020 Quarterly GW Monitoring Rpts	\$26,214.95	156		9	9	52	40	12	18		1	9	6	
10	03	2020 Annual GW Monitoring Rpt	\$12,554.35	73	2	3	4	24	16	8	8			5	3	
10	04	Landfill Gas Support	\$12,265.86	56	1	4	48				1			2		
Labor Totals:			\$70,464.73	430	3	16	75	76	59	20	27	32	1	16	9	96
Escalation Amt:			\$1,444.99		\$21.95	\$38.05	\$305.87	\$271.51	\$281.57	\$96.81	\$80.41	\$75.70	\$0.00	\$56.78	\$19.48	\$196.86
Totals:			\$71,909.72		\$962.45	\$1,970.85	\$17,554.37	\$11,609.19	\$12,772.46	\$4,048.21	\$3,729.19	\$4,401.14	\$144.96	\$2,416.62	\$854.14	\$11,446.14

Other Direct Expenses

Lodging	\$750.00
Meals	\$375.00
Mileage - \$0.58/mile	\$1,380.00
Other Direct Costs	\$6,310.05
Other Direct Expenses Total:	\$8,815.05

Project Total **\$80,724.77**



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/18/2020

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from January 27, 2020 - February 7, 2020 for \$14,428,883.76 including Check Nos. 276285-276682, Travel Check Nos. 19901-19905, Wire Nos. 8001-8015, Payroll Check Nos. 161144-161679, Payroll Wire/ACH Nos. 11360-11383 and Pension Check Nos. 5357-5387.

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from January 27, 2020 to February 7, 2020 in the amount of \$14,428,883.76.

Summary:

Breakdown of Expenditures:

Check Nos.	276285-276682	2,062,570.17
Travel Check Nos.	19901-19905	2,595.30
Wire Nos.	8001-8015	9,661,642.04
Payroll Check Nos.	161144-161679	1,099,219.05
Payroll Wires/ACH	11360-11383	1,574,732.14
Pension Check Nos.	5357-5387	28,125.06
TOTAL		\$14,428,883.76

Fiscal Impact:

Total Disbursements: \$14,428,883.76.

Attachments:

1. Summary-Breakdown of Expenditures
2. Check & Travel Check Nos
3. Wire Nos
4. Payroll and Pension Check Detail
5. Payroll Wire and ACH Nos.

Summary - Breakdown of Expenditures - 1/27/2020 - 2/7/2020

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Check Nos.	19901	19905	5	\$2,595.30	\$0.00
AP Check Nos.	276285	276682	398	\$2,062,570.17	\$15,257.17
AP Wire Nos.	8001	8015	15	\$9,661,642.04	\$0.00
Payroll Wire/ACH Nos.	11360	11383	24	\$1,574,732.14	\$0.00
Payroll Check Nos.	161144	161679	536	\$1,099,219.05	\$0.00
Pension Check Nos.	5357	5387	31	\$28,125.06	\$0.00

\$14,428,883.76

Check Nos. & Travel Check Nos. - MUNIS 1/27/2020 - 2/7/2020

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	01/29/2020	19901	P	30911	JACKSON, STACY	\$361.00	0	012920AT	20-045 JACKSON 2020 WRPA RISK
	01/29/2020	19902	P	30089	JACOBS, JOE	\$162.00	0	012920AT	20-018 WEDA WINTER CONFERENCE
	01/29/2020	19903	P	30854	WHITNEY, CLINT	\$908.54	0	012920AT	20-049 WHITNEY NRU/PPC MTNGS 2
	01/29/2020	276285	P	10838	GRIGG ENTERPRISES INC	\$501.18	0	0129201	FASTENERS
	01/29/2020	276286	P	11439	ATHLACTON TOPCO, LLC	\$850.00	0	0129201	ACTIVE NET SERVICE PACKAGE
	01/29/2020	276287	P	10347	AIREFCO INC	\$1,295.41	0	0129201	HEAT PUMP OPS BLDG RECEP AREA
	01/29/2020	276288	P	10157	AMERIGAS	\$153.13	0	0129201	PROPANE FOR WWTF BOILER
	01/29/2020	276289	P	10644	ANIXTER INC	\$4,981.90	0	0129201	Primary Wire
	01/29/2020	276290	P	10644	ANIXTER INC	\$491.31	0	0129201	cleaners, Rope, Tape, Ties, Mi
	01/29/2020	276291	P	11490	ARCHITECTS WEST INC	\$32,420.00	0	0129201	HR LANDFILL SCALEHOUSE DESIGN
	01/29/2020	276292	P	11079	AUTOZONE STORES LLC	\$194.26	0	0129201	LUG NUTS VEH#5046 WO#57081
	01/29/2020	276293	P	11204	BARRACUDA NETWORKS INC	\$5,859.06	0	0129201	BARRACUDA MESSAGE ARCHIVER 12-
	01/29/2020	276294	P	11608	THERMO KING NORTHWEST, INC	\$512.38	0	0129201	SEAT, MANUALS VEH#7136 WO#5706
	01/29/2020	276295	P	10890	BONNEVILLE ENVIRONMENTAL FOUNDATION	\$2,500.00	0	0129201	C447-19 EE TURNKEY PROGRAM ADM
	01/29/2020	276296	P	11172	CABLE HUSTON LLP	\$162.50	0	0129201	C220-19 Electric Utility Legal
	01/29/2020	276297	P	12229	CANON FINANCIAL SERVICES, INC	\$241.84	0	0129201	CANON COPIER-PURCHASING/WHSE J
	01/29/2020	276298	P	10026	CASCADE NATURAL GAS CORP	\$21.33	0	0129201	GAS FOR GEN COLUMBIA PK TRL L/
	01/29/2020	276299	P	10841	CASELLE INC	\$338.66	0	0129201	CONTRACT SUPPORT AND MAINTENAN
	01/29/2020	276300	P	10240	CENTRAL HOSE & FITTINGS INC	\$9.77	0	0129201	HOSE AND CLAMP FOR MONTANA L/S
	01/29/2020	276301	P	30116	CHRISTENSEN, INC.	\$5,085.59	0	0129201	SHELL TELLUS S2 V68
	01/29/2020	276302	P	10261	CITY OF RICHLAND	\$1,126.36	0	0129201	20-009 GRANT STATIC 99R TRAINI
	01/29/2020	276303	P	10261	CITY OF RICHLAND	\$1,134.32	0	0129201	1402 SWIFT - WINDOW REBATE
	01/29/2020	276304	P	11516	COLEMAN OIL COMPANY	\$3,735.63	0	0129201	LANDFILL FUEL
	01/29/2020	276305	P	11907	SYCURE CORP	\$800.00	0	0129201	100MBPS FULL DUPLEX INTERNET S
	01/29/2020	276306	P	10470	COMMERCIAL TIRE INC	\$7,212.64	0	0129201	TIRES VEH#2478 WO#57010
	01/29/2020	276307	P	10100	CONNELL OIL INC	\$313.94	0	0129201	55 GALLON DRUM OF KEROSENS
	01/29/2020	276308	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$12,426.85	0	0129201	CNNCTRS HUBS BSHGS BRIDGE CRAN
	01/29/2020	276309	P	10756	DELL COMPUTER CORPORATION	\$3,230.88	0	0129201	DELL DOCK WD19 90W POWER DELIV
	01/29/2020	276310	P	10453	DELTA HEATING & COOLING INC	\$12,388.50	0	0129201	225 GREENBRIAR - HP REBATE
	01/29/2020	276311	P	10582	DBA DLT SOLUTIONS	\$31,087.62	0	0129201	AUTODESK LICENSING 2020
	01/29/2020	276312	P	10821	ENVIRO CLEAN EQUIPMENT INC	\$233.34	0	0129201	PACKING KIT VEH#3338 WO#57134
	01/29/2020	276313	P	10431	FAST SIGNS	\$35.66	0	0129201	DECALS VEH#7168 WO#57121
	01/29/2020	276314	P	10276	FEDERAL SIGNAL CORPORATION	\$121.13	0	0129201	COVER,SHRD ASSY UPFIT FOR VEH#
	01/29/2020	276315	P	10369	G & R AG PRODUCTS INC	\$62.64	0	0129201	VALVES VEH#3212 WO#57076
	01/29/2020	276316	P	11585	GALLS, LLC	\$3,218.94	0	0129201	Uniforms: Herrera initial pur
	01/29/2020	276317	P	10050	GENERAL PACIFIC INC	\$2,210.55	0	0129201	11143 CONNECTOR, VISE-TYPE, GR
	01/29/2020	276318	P	10051	GLASS NOOK INC	\$426.96	0	0129201	1733 ALBANY - WINDOW REBATE
	01/29/2020	276319	P	10203	GRAINGER	\$1,357.41	0	0129201	THREADLOCKER
	01/29/2020	276320	P	30411	GRANT, SAMUEL	\$160.24	0	0129201	20-9 GRANT STATIC 99R TRAINING
	01/29/2020	276321	P	11665	GTP INVESTMENTS LLC	\$2,868.82	0	0129201	C22-86 BADGER MTN LEASE FOR CI
	01/29/2020	276322	P	10046	HD FOWLER COMPANY INC	\$13,435.80	0	0129201	Meter Boxes
	01/29/2020	276323	P	10577	IMT INC	\$208.50	0	0129201	MATERIAL TESTING - GOOSE RIDGE
	01/29/2020	276324	P	10290	JIM'S PACIFIC GARAGES INC	\$148.82	0	0129201	OIL DRAIN VALVE VEH#3252 WO#57
	01/29/2020	276325	P	10259	KAMAN INDUSTRIAL TECHNOLOGIES	\$123.69	0	0129201	ROLLER CHAIN FOR RDT
	01/29/2020	276326	P	11667	KENWORTH SALES COMPANY	\$2,938.03	0	0129201	BRAKE KIT, DRUMS VEH#3336 WO#5
	01/29/2020	276327	P	11199	LIBERTY LAWN & SAW SHOP	\$16.18	0	0129201	FUEL CAP FOR CHAINSAW VEH#9000
	01/29/2020	276328	P	10384	M CAMPBELL & COMPANY INC	\$700.00	0	0129201	4306 LIMESTONE - HP REBATE
	01/29/2020	276329	P	10093	MCCURLEY CHEVROLET	\$142.67	0	0129201	ALTERNATOR VEH#3403 WO#57013
	01/29/2020	276330	P	10143	MOBILE FLEET SERVICE INC	\$129.78	0	0129201	SENSOR VEH#3350 WO#57067
	01/29/2020	276331	P	11153	JT AUTOMOTIVE PARTS INC	\$2,026.71	0	0129201	LT,GROMMET VEH#3213 WO#57043
	01/29/2020	276332	P	10176	ORKIN EXTERMINATING INC	\$75.18	0	0129201	PEST CONTROL BUILDING 200
	01/29/2020	276333	P	10981	OIL RE-REFINING CO	\$295.00	0	0129201	OIL RECYCLING/HAUL 1/9/2020
	01/29/2020	276334	P	10971	PARAMOUNT COMMUNICATIONS INC	\$1,264.46	0	0129201	FIBER BUILD - LCR CONSTR #210-

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	01/29/2020	276335	P	10232	PERFECTION GLASS	\$6,971.98	0	0129201	1848 MCMURRAY - WINDOW REBATE
	01/29/2020	276336	P	12238	REXEL USA, INC	\$232.40	0	0129201	WIRE COIL VEH#3255 WO#56791
	01/29/2020	276337	P	12219	PNC BANK, NATIONAL ASSOCIATION	\$138,532.77	0	0129201	ANNUAL LEASE PAYMENT VEH#5047
	01/29/2020	276338	P	11308	PTARMIGAN SOFTWARE INC	\$2,400.00	0	0129201	SUPPORT AND MAINTENANCE FOR CO
	01/29/2020	276339	P	31066	RECAST SOFTWARE	\$1,625.00	0	0129201	RECAST RENEWAL TIER 1 ANNUAL S
	01/29/2020	276340	P	10433	SETINA MFG CO	\$7,230.18	0	0129201	PUSH BUMPER FOR UPFIT VEH#2477
	01/29/2020	276341	P	12003	SHI INTERNATIONAL CORP	\$17,725.32	0	0129201	ACROBAT PRO UPGRADE LICENSE, C
	01/29/2020	276342	P	11629	TRUCKPRO HOLDING CORPORATION	\$58.50	0	0129201	WORK LAMPS VEH#3355 WO#56927
	01/29/2020	276343	P	10440	SOLID WASTE SYSTEMS INC	\$322.14	0	0129201	HYD FILTER VEH#3341 WO#57092
	01/29/2020	276344	P	30027	SOUND UNIFORM SOLUTIONS / BRATWEAR	\$1,592.08	0	0129201	RPD Jumpsuit: Stohel
	01/29/2020	276345	P	12061	SP MARKETPLACE HOLDINGS INC	\$1,723.00	0	0129201	ANNUAL SUBSCRIPTION RENEWAL SP
	01/29/2020	276346	P	10536	SPRAGUE PEST SOLUTIONS	\$65.00	0	0129201	COLLECTIONS PEST CONTROL 1/9/2
	01/29/2020	276347	P	10961	TACOMA SCREW PRODUCTS INC	\$177.93	0	0129201	RATCHET CRIMPERS
	01/29/2020	276348	P	30808	TANKMAX INC.	\$231.70	0	0129201	DRIVE LINE REPAIR VEH#3338 WO#
	01/29/2020	276349	P	10395	TOTAL ENERGY MANAGEMENT INC	\$1,000.00	0	0129201	1722 GAILLARD - DHP REBATE 2ND
	01/29/2020	276350	P	11002	TRANSOFT SOLUTIONS INC	\$830.00	0	0129201	AUTOTURN MAP RENEWAL SINGLE SI
	01/29/2020	276351	P	11129	TU DECIDES MEDIA INC	\$600.00	0	0129201	2019 RRFB - CALL FOR BIDS AD
	01/29/2020	276352	P	12160	TYLER TECHNOLOGIES, INC	\$1,625.62	0	0129201	1 FIN IMP JOHN WIGGINS
	01/29/2020	276353	P	10929	VAREC BIOGAS INC	\$5,424.57	0	0129201	EVALUATE DIGESTER EQUIPMENT #
	01/29/2020	276354	P	10145	WESCO RECEIVABLES CORP	\$64.73	0	0129201	STERLING JR-OS ONE TIME LOCK
	01/29/2020	276355	P	10145	WESCO RECEIVABLES CORP	\$800.67	0	0129201	BUSHING ADAPTERS
	01/29/2020	276356	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$54,932.38	0	0129201	NEW 2020 CAT SKIDSTEER LOADER
	01/29/2020	276357	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$880.50	0	0129201	COUNTERBALANCE VALVE VEH#3350
	01/29/2020	276358	P	10194	XEROX CORPORATION	\$172.94	0	0129201	COPIER CHARGES
	01/29/2020	276359	P	10194	XEROX CORPORATION	\$34.45	0	0129201	CREDIT TAKEN TWICE IN ERROR-09
	01/29/2020	276360	P	12233	XO COMMUNICATIONS SERVICES LLC	\$1,979.43	0	0129201	Period 1/1/2020 to 1/31/2020
	01/29/2020	276361	P	12483	ZOLL MEDICAL SUPPLY	\$851.37	0	0129201	CPR Padz Connectors
	01/31/2020	276362	P	10838	GRIGG ENTERPRISES INC	\$668.22	0	0131201	DRAIN ACID CLNR FOR WWTF WSHR
	01/31/2020	276363	P	11213	ALTEC INDUSTRIES INC	\$38.86	0	0131201	BALL,HOSE VEH#3313 WO#57192
	01/31/2020	276364	P	10157	AMERIGAS	\$1,164.20	0	0131201	PROPANE REFILL - BADGER SITE
	01/31/2020	276365	P	10317	APOLLO HEATING & AIR CONDITIONING	\$800.00	0	0131201	1310 STEVENS - DHP REBATE
	01/31/2020	276366	P	999000	AUREF	\$111.02	0	0131201	451 WESTCLIFFE BLVD Apt E333
	01/31/2020	276367	P	999000	AUREF	\$218.26	0	0131201	4927 SMITTY DR
	01/31/2020	276368	P	999000	AUREF	\$194.96	0	0131201	3157 REDHAWK DR
	01/31/2020	276369	P	999000	AUREF	\$27.87	0	0131201	1845 LESLIE RD W13
	01/31/2020	276370	P	999000	AUREF	\$117.34	0	0131201	1760 KAPALUA AVE
	01/31/2020	276371	P	999000	AUREF	\$88.71	0	0131201	1529 COLUMBIA PARK TRL Apt 207
	01/31/2020	276372	P	999000	AUREF	\$91.84	0	0131201	2895 PAULING AVE Apt 116
	01/31/2020	276373	P	999000	AUREF	\$177.75	0	0131201	1321 TUNIS AVE
	01/31/2020	276374	P	999000	AUREF	\$114.49	0	0131201	1926 PIKE AVE
	01/31/2020	276375	P	999000	AUREF	\$99.37	0	0131201	1940 DAVISON AVE
	01/31/2020	276376	P	999000	AUREF	\$138.24	0	0131201	2100 BELLERIVE DR K140
	01/31/2020	276377	P	999000	AUREF	\$66.76	0	0131201	900 AARON DR 236
	01/31/2020	276378	P	999000	AUREF	\$61.26	0	0131201	227 UNIVERSITY DR Apt 206
	01/31/2020	276379	P	999000	AUREF	\$37.52	0	0131201	1876 FOWLER ST 117
	01/31/2020	276380	P	999000	AUREF	\$197.18	0	0131201	805 COTTONWOOD LOOP
	01/31/2020	276381	P	999000	AUREF	\$75.65	0	0131201	2894 SALK AVE Apt 349
	01/31/2020	276382	P	999000	AUREF	\$77.15	0	0131201	1052 SUQUAMISH ST
	01/31/2020	276383	P	999000	AUREF	\$152.31	0	0131201	164 CASA SUENO LN
	01/31/2020	276384	P	999000	AUREF	\$277.04	0	0131201	624 BERKSHIRE ST
	01/31/2020	276385	P	999000	AUREF	\$104.23	0	0131201	1950 BELLERIVE DR 244
	01/31/2020	276386	P	999000	AUREF	\$46.24	0	0131201	2550 DUPORTAIL ST H245
	01/31/2020	276387	P	999000	AUREF	\$142.83	0	0131201	453 GREENBROOK PL
	01/31/2020	276388	P	999000	AUREF	\$81.85	0	0131201	575 COLUMBIA POINT DR Apt 229
	01/31/2020	276389	P	999000	AUREF	\$15.74	0	0131201	1450 THAYER DR
	01/31/2020	276390	P	999000	AUREF	\$21.64	0	0131201	2555 DUPORTAIL ST E236
	01/31/2020	276391	P	999000	AUREF	\$56.74	0	0131201	755 HANFORD ST

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	01/31/2020	276392	P	999000	AUREF	\$321.62	0	0131201	4250 COBBLESTONE CT
	01/31/2020	276393	P	999000	AUREF	\$29.98	0	0131201	612 WRIGHT AVE
	01/31/2020	276394	P	999000	AUREF	\$38.05	0	0131201	1900 STEVENS DR 808
	01/31/2020	276395	P	999000	AUREF	\$197.79	0	0131201	1215 BIRCH AVE
	01/31/2020	276396	P	999000	AUREF	\$513.03	0	0131201	2408 BOISE ST
	01/31/2020	276397	P	999000	AUREF	\$11.52	0	0131201	1622 JADWIN AVE A
	01/31/2020	276398	P	999000	AUREF	\$150.15	0	0131201	2365 COPPERBROOK CT
	01/31/2020	276399	P	999000	AUREF	\$232.91	0	0131201	2201 DUPORTAIL ST
	01/31/2020	276400	P	999000	AUREF	\$139.22	0	0131201	2100 BELLERIVE DR T206
	01/31/2020	276401	P	999000	AUREF	\$17.56	0	0131201	1775 COLUMBIA PARK TRL 246
	01/31/2020	276402	P	999000	AUREF	\$1.39	0	0131201	2894 SALK AVE Apt 240
	01/31/2020	276403	P	999000	AUREF	\$52.22	0	0131201	353 QUAILWOOD PL
	01/31/2020	276404	P	999000	AUREF	\$13.10	0	0131201	204 GOETHALS DR
	01/31/2020	276405	P	999000	AUREF	\$16.18	0	0131201	1878 FOWLER ST 5
	01/31/2020	276406	P	999000	AUREF	\$166.41	0	0131201	1105 ACACIA AVE
	01/31/2020	276407	P	999000	AUREF	\$7.81	0	0131201	1900 STEVENS DR 313
	01/31/2020	276408	P	999000	AUREF	\$80.69	0	0131201	2455 GEORGE WASHINGTON WAY R29
	01/31/2020	276409	P	999000	AUREF	\$53.32	0	0131201	1876 FOWLER ST 108
	01/31/2020	276410	P	31037	BARRAN LIEBMAN LLP	\$6,466.00	0	0131201	LIBRARY INVESTIGATION
	01/31/2020	276411	P	10518	BEAVER BARK & ROCK	\$2,505.68	0	0131201	CLAYBELL - IRRIGATION FILTER -
	01/31/2020	276412	P	10001	BENTON CLEAN AIR AUTHORITY	\$742.00	0	0131201	LANDFILL CLEAN AIR 2020 DUES
	01/31/2020	276413	P	10009	BENTON COUNTY TREASURER	\$25,743.03	0	0131201	BENTON COUNTY DISTRICT COURT/P
	01/31/2020	276414	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$15.00	0	0131201	LOW-INCOME ENERGY EFFICIENCY
	01/31/2020	276415	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$137.37	0	0131201	COLLINS RD RADIO TOWER ELECTRI
	01/31/2020	276416	P	11778	DSO CAPITAL LLC	\$82.64	0	0131201	P.O.L. AT COMPOST DEC2019
	01/31/2020	276417	P	10546	BOUND TREE MEDICAL LLC	\$354.15	0	0131201	TRACHEOTOMY TUBE CUFFED INTERI
	01/31/2020	276418	P	12499	VARSITY BRANDS HOLDING CO., INC	\$3,285.94	0	0131201	STOCK - BI-LEVEL GRILLS
	01/31/2020	276419	P	10461	CAROLINA SOFTWARE	\$500.00	0	0131201	Wasteworks Statement Forms
	01/31/2020	276420	P	10026	CASCADE NATURAL GAS CORP	\$13,185.48	0	0131201	LIBRARY - JAN GAS BILL
	01/31/2020	276421	P	10240	CENTRAL HOSE & FITTINGS INC	\$2,199.05	0	0131201	FITTINGS VEH#6569 WO#57199
	01/31/2020	276422	P	11112	CENTURYLINK	\$101.35	0	0131201	LONG DISTANCE 01/06-02/05/20
	01/31/2020	276423	P	10597	CHARTER COMMUNICATIONS	\$381.86	0	0131201	CABLE SVCS 12/30/19-01/29/20
	01/31/2020	276424	P	30116	CHRISTENSEN, INC.	\$1,679.49	0	0131201	SHELL 15W40
	01/31/2020	276425	P	10261	CITY OF RICHLAND	\$2,795.74	0	0131201	1108 ADAMS - HP REBATE
	01/31/2020	276426	P	10519	CITY VIEW MINI STORAGE	\$100.00	0	0131201	STORAGE UNIT FEE FEB 2020
	01/31/2020	276427	P	10562	COLE DRAINS INC	\$434.40	0	0131201	CLEAR COMMON SEWER 1509/1511 M
	01/31/2020	276428	P	11516	COLEMAN OIL COMPANY	\$13,673.88	0	0131201	SRI GREASE 2 FOR ARCHIMEDES SC
	01/31/2020	276429	P	10031	COLUMBIA BASIN COLLEGE	\$3,524.48	0	0131201	WINTER 2020
	01/31/2020	276430	P	10542	FIANDER & ASSOCIATES LLC	\$5,115.06	0	0131201	STA 74 STEPPER SERVICE
	01/31/2020	276431	P	10135	CI SUPPORT LLC	\$179.36	0	0131201	RECURRING SHRED SRVC WO 015904
	01/31/2020	276432	P	10223	COLUMBIA RIGGING CORP	\$2,313.18	0	0131201	WIRE ROPE ASSY VEH#6611 WO#57
	01/31/2020	276433	P	10470	COMMERCIAL TIRE INC	\$5,896.67	0	0131201	FLAT REPAIR SVC CALL VEH#2422
	01/31/2020	276434	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$3,332.43	0	0131201	LIBRARY - ELECTRICAL CONNECTOR
	01/31/2020	276435	P	11526	CORWIN OF PASCO LLC	\$1,121.42	0	0131201	2485,2484,2487,2488,2486,3407,
	01/31/2020	276436	P	11554	COUCHMAN, LESTER	\$4,688.28	0	0131201	435 Aimee Dr/Rebate/Solar-ICR
	01/31/2020	276437	P	30159	CREWSENSE LLC	\$334.33	0	0131201	MONTHLY USER FEE (JAN)
	01/31/2020	276438	P	10563	CULVER COMPANY INC	\$1,407.38	0	0131201	OUTREACH SUPPLIES
	01/31/2020	276439	P	30166	CUMMINS NORTHWEST LLC	\$2,199.56	0	0131201	GENERATOR REPAIR VEH#3269 WO#5
	01/31/2020	276440	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$782.87	0	0131201	PERRY MONUMENT RENT - FEB
	01/31/2020	276441	P	11445	DAY MANAGEMENT CORPORATION	\$15.20	0	0131201	CONNECTORS VEH#9500 WO#57020
	01/31/2020	276442	P	10452	DAYCO HEATING & AIR	\$45,921.40	0	0131201	1108 ADAMS - HEAT PUMP
	01/31/2020	276443	P	10756	DELL COMPUTER CORPORATION	\$38,637.98	0	0131201	DELL LATITUDE 7400
	01/31/2020	276444	P	10195	DEPARTMENT OF COMMERCE	\$56,256.55	0	0131201	ANNUAL CERB LOAN PAYMENT
	01/31/2020	276445	P	10392	DEPARTMENT OF ENTERPRISE SERVICES	\$799.80	0	0131201	SELF INS. 1-1-2020 TO 6-30-202
	01/31/2020	276446	P	11830	DSU PETERBILT & GMC INC	\$272.98	0	0131201	SOLENOID VALVE VEH#3333 WO#572
	01/31/2020	276447	P	30198	DUNCAN, ESTHER MARIA	\$108.12	0	0131201	20-032 Duncan State Pub Ed Mee
	01/31/2020	276448	P	10042	EBSCO	\$11,819.00	0	0131201	CONSUMERREPORTS.ORG JAN 1 - DE

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	01/31/2020	276449	P	30206	EDGEMON, SANDI	\$140.90	0	0131201	20-044 EDGEMON/ NRU WORKING GR
	01/31/2020	276450	P	11049	EDUCATIONAL SERVICE DISTRICT 123	\$60.00	0	0131201	BENTON-FRANKLIN EARLY LEARNING
	01/31/2020	276451	P	11362	ELIJAH FAMILY HOMES	\$2,776.64	0	0131201	December 2019 Case Management
	01/31/2020	276452	P	10935	EMERALD RECYCLING	\$808.30	0	0131201	WASTE OIL RECYCLING PICKUP
	01/31/2020	276453	P	11044	EWING IRRIGATION PRODUCTS INC	\$937.97	0	0131201	CLAYBELL - IRRIGATION FILTER L
	01/31/2020	276454	P	10431	FAST SIGNS	\$194.31	0	0131201	DECALS VEH#0030 WO#57190
	01/31/2020	276455	P	10268	FEDERAL EXPRESS CORP	\$5.53	0	0131201	ALL SUPPLY SHIPPING, UNIFORM P
	01/31/2020	276456	P	10315	FERGUSON ENTERPRISES INC #3007	\$412.14	0	0131201	COUPLER TM8004
	01/31/2020	276457	P	11245	FORCE AMERICA DISTRIBUTING LLC	\$1,816.24	0	0131201	PREWET KIT VEH#3352 WO#57200
	01/31/2020	276458	P	11905	FORCEPOINT FEDERAL LLC	\$17,895.25	0	0131201	FORCEPOINT TRITON AP-WEB SOFTW
	01/31/2020	276459	P	11157	FRONTIER	\$2,095.33	0	0131201	PHONE LINES 01/10-02/09/20
	01/31/2020	276460	P	31071	FRONTIER COMMUNICATIONS CORPORATION	\$384.66	0	0131201	TELEPHONE CHARGES 1/4/20-2/3/2
	01/31/2020	276461	P	11010	GARDA CL NORTHWEST INC	\$516.12	0	0131201	ARMORED CAR SERVICES JAN 2020
	01/31/2020	276462	P	11410	GENUINE AUTO GLASS OF TRI CITIES LLC	\$178.80	0	0131201	WINDSHIELD VEH#3264 WO#57098
	01/31/2020	276463	P	30065	GLACIER ENVIRONMENTAL SERVICES INC.	\$454,709.39	0	0131201	DISPOSAL CAPACITY PH 1B LINER
	01/31/2020	276464	P	12168	GEOPROFESSIONAL INNOVATION CORPORATION	\$2,013.00	0	0131201	Project: PU17112 Richland City
	01/31/2020	276465	P	12063	GRANDE FORD TRUCK SALES, INC	\$214,230.21	0	0131201	2019 VOLVO DUMP TRUCK
	01/31/2020	276466	P	10210	NORMA HARRINGTON	\$35.84	0	0131201	CITY COUNCIL WORKSHOP NAME PLA
	01/31/2020	276467	P	10911	HARRIS COMPUTER	\$389.71	0	0131201	2019 Tax forms and envelopes
	01/31/2020	276468	VOID	10046	HD FOWLER COMPANY INC	\$0.00	10522.21	0131201	VOID AFTER UPDATE 02/03/2020
	01/31/2020	276469	P	11813	HERC RENTALS INC	\$1,728.91	0	0131201	KEENE RD STORM IMPROVEMENTS-EX
	01/31/2020	276470	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$192.23	0	0131201	STOCK - DOOR HINGES
	01/31/2020	276471	P	10755	MID COLUMBIA CONSTRUCTION INC DBA	\$92.31	0	0131201	ICE/SNOW CONTROL - 01/14/2020
	01/31/2020	276472	P	10290	JIM'S PACIFIC GARAGES INC	\$74.63	0	0131201	PLUG, SEAL, RING VEH#3252 WO#
	01/31/2020	276473	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$143.48	0	0131201	PVC PIPE & CEMENT HYPOCHL RPR
	01/31/2020	276474	P	11667	KENWORTH SALES COMPANY	\$515.50	0	0131201	SLACK ADJUSTER VEH#3336 WO#5
	01/31/2020	276475	P	11146	KIM FETROW	\$162.90	0	0131201	HEADSHOT - LOGAN
	01/31/2020	276476	P	12490	KNUTZEN ENGINEERING	\$2,500.00	0	0131201	MCMURRAY PARK BASKETBALL CT-SU
	01/31/2020	276477	P	30015	LEXIPOL LLC	\$10,500.00	0	0131201	POLICY MANUAL SUBSCRIPTION 02/
	01/31/2020	276478	P	10319	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$28,180.80	0	0131201	LK030278 Premiums - January
	01/31/2020	276479	P	10298	LN CURTIS & SONS	\$260.37	0	0131201	1044 MSA CAIRNS HELMET
	01/31/2020	276480	P	30765	LOPEZ, BRANDIN	\$10.00	0	0131201	EXCISE TAX 1-22-20 - LOPEZ
	01/31/2020	276481	P	10384	M CAMPBELL & COMPANY INC	\$1,000.00	0	0131201	1519 ALDER - HP REBATE
	01/31/2020	276482	P	10556	MAGELLAN BEHAVIORAL HEALTH	\$743.51	0	0131201	January 2020 EAP
	01/31/2020	276483	P	30780	MANGO LANGUAGES	\$3,827.88	0	0131201	MANGO CONVERSATIONS SUBSCRIPTI
	01/31/2020	276484	P	10093	MCCURLEY CHEVROLET	\$2,193.01	0	0131201	MCCURLEY REPAIRS VEH#2427 WO#5
	01/31/2020	276485	P	30799	MEDLINE INDUSTRIES INC.	\$486.04	0	0131201	EXAM GLOVES - MED/L/XL, YANKAU
	01/31/2020	276486	P	10110	MILESTONES ATHLETIC SUPPLY INC	\$125.98	0	0131201	COLUMBIA PLAYFIELDS - IMPROV-P
	01/31/2020	276487	P	11835	MILLER PAINT COMPANY INC	\$869.84	0	0131201	COMFORT STATIONS - PAINT
	01/31/2020	276488	P	10083	MONARCH MACHINE & TOOL CO INC	\$352.73	0	0131201	METAL BARS VEH#6569 WO#57199
	01/31/2020	276489	P	10358	MOON SECURITY SERVICES INC	\$871.83	0	0131201	FIRE (INCL INFLU) AND MONTHLY
	01/31/2020	276490	P	11153	JT AUTOMOTIVE PARTS INC	\$2,137.62	0	0131201	PM FILTERS VEH#3332 WO#57144
	01/31/2020	276491	P	10972	LAKELAND INC	\$246.75	0	0131201	BUNKER GEAR CLEANING/REPAIRS
	01/31/2020	276492	P	10472	OCLC INC	\$2,191.47	0	0131201	CATALOGING METADATA ILL JANUAR
	01/31/2020	276493	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$38.00	0	0131201	FLU VACCINE (TH)
	01/31/2020	276494	P	10357	OXARC INC	\$264.10	0	0131201	RCC - SEMI ANNUAL MAINTENANCE
	01/31/2020	276495	P	10027	PAPE' MATERIAL HANDLING	\$1,425.08	0	0131201	WASHER,PINS,FASTENERS VEH#7109
	01/31/2020	276496	P	10096	PARAMOUNT SUPPLY COMPANY	\$1,064.40	0	0131201	BALL VALVES FOR HYPO LEAKS OSG
	01/31/2020	276497	P	10232	PERFECTION GLASS	\$8,690.50	0	0131201	DOOR SERVICE FOR FRONT DOORS
	01/31/2020	276498	P	10456	PERMIT SURVEYING INC	\$3,830.00	0	0131201	SURVEY SERVICES - PROP N. OF S
	01/31/2020	276499	P	12238	REXEL USA, INC	\$61.45	0	0131201	MOTOR SWITCH
	01/31/2020	276500	P	10727	PNCWA - YAKIMA VALLEY SECTION	\$100.00	0	0131201	2020 MMBR DUES PNCWA YAKIMA (1
	01/31/2020	276501	P	30055	POWER CITY ELECTRIC INC	\$22,534.04	0	0131201	FIRST ST SUBSTATION RELAY REPL
	01/31/2020	276502	P	10653	ACCOUNT #156416	\$3,654.72	0	0131201	ANCESTRY LIBRARY
	01/31/2020	276503	P	10047	RDO EQUIPMENT CO	\$351.33	0	0131201	FILTER KIT VEH#3304 WO#57101
	01/31/2020	276504	P	10614	RECORDED BOOKS LLC	\$10,747.92	0	0131201	EMAGAZINE
	01/31/2020	276505	P	12318	RINGOLD EMBROIDERY	\$829.16	0	0131201	DAY STAFF POLOS - AUST, VAN BE

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	01/31/2020	276506	P	10647	RIVER CITY TOWING INC	\$244.35	0	0131201	TOW CHARGE
	01/31/2020	276507	P	30495	ROGALSKY, PETER	\$25.00	0	0131201	ROGALSKY-LEGISLATIVE 20-029-OL
	01/31/2020	276508	P	10745	ROGERS MACHINERY COMPANY INC	\$447.98	0	0131201	REPAIR DIGESTER COMPRESSOR
	01/31/2020	276509	P	11488	RWC INTERNATIONAL LTD	\$92.84	0	0131201	FASTENER, CLIP SPRING VEH#335
	01/31/2020	276510	P	10311	SEA WESTERN INC	\$9,886.73	0	0131201	HAIX AIRPOWER XR2 BOOT SIZE 12
	01/31/2020	276511	P	10397	STATE OF WASHINGTON	\$30,253.42	0	0131201	2020 WDLJ JAN-DEC
	01/31/2020	276512	P	10280	SHERWIN WILLIAMS CO	\$382.36	0	0131201	RCC RENO - PAINT
	01/31/2020	276513	P	11629	TRUCKPRO HOLDING CORPORATION	\$270.25	0	0131201	LED WORK LAMPS VEH#3353 WOH#5
	01/31/2020	276514	P	10440	SOLID WASTE SYSTEMS INC	\$393.34	0	0131201	CAP, CLAMP, GUARD VEH#7146 WO
	01/31/2020	276515	P	10511	SOUTH CENTRAL WA MUNICIPAL CLERK'S ASSN	\$50.00	0	0131201	2020 MEMBERSHIP DUES-JENNIFER
	01/31/2020	276516	P	11180	SPIDAWEB LLC	\$1,860.00	0	0131201	C44-18 SPIDA RENEWAL 2/1/20-1/
	01/31/2020	276517	P	10205	STAR RENTALS & SALES	\$65.16	0	0131201	MAG DRILL RENTAL VEH#3353 WO
	01/31/2020	276518	P	30894	STERLING INFOSYSTEMS, INC	\$1,223.11	0	0131201	BACKGROUND CHECKS
	01/31/2020	276519	P	10393	STONEWAY ELECTRIC SUPPLY	\$131.45	0	0131201	CITY HALL - DUPLEX RECEPTACLE,
	01/31/2020	276520	P	10894	STRYKER SALES CORPORATION	\$383.22	0	0131201	LUCAS STABILIZATION STRAP
	01/31/2020	276521	P	11170	SWAGIT PRODUCTIONS LLC	\$7,350.00	0	0131201	SWAGIT 2020 SERVICES
	01/31/2020	276522	P	12430	SYSTEMS DESIGN WEST, LLC	\$5,713.50	0	0131201	AMB BILLING SERVICES-OCTOBER
	01/31/2020	276523	P	10961	TACOMA SCREW PRODUCTS INC	\$1,751.95	0	0131201	BRASS GARDEN HOSE FITTING WWTF
	01/31/2020	276524	P	31097	THAIRYL, AUSTIN	\$200.10	0	0131201	SIDEWALK REPAIR PROGRAM-1011 S
	01/31/2020	276525	P	10242	GALLURY INC	\$589.16	0	0131201	703 BLDG - CLEARED STOPPAGE
	01/31/2020	276526	P	10395	TOTAL ENERGY MANAGEMENT INC	\$827.06	0	0131201	REPAIR HVAC IN SHOP AREA
	01/31/2020	276527	P	11239	TOTAL SITE SERVICES LLC	\$98,507.75	0	0131201	GWW PAVEMENT PRESERVATION-DEC
	01/31/2020	276528	P	11129	TU DECIDES MEDIA INC	\$600.00	0	0131201	TRAFFIC COUNT PROGRAM-RFQ AD 1
	01/31/2020	276529	P	12465	AUBLE, JOLICOEUR & GENTRY, INC	\$3,500.00	0	0131201	APPRAISAL - 1000 G. WAY
	01/31/2020	276530	P	11461	WA STATE ASSN OF FIRE CHIEFS	\$1,650.00	0	0131201	2020 MEMBERSHIP DUES
	01/31/2020	276531	P	10136	WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS	\$440.00	0	0131201	BRUCE/CLARY ACTIVE DUES
	01/31/2020	276532	P	11174	WASHINGTON ORGANIC RECYCLING COUNCIL	\$250.00	0	0131201	WORC MEMBERSHIP DUES 2020
	01/31/2020	276533	P	10815	WATER SOLUTIONS INC	\$121.63	0	0131201	JANUARY - DSC WATER RENTAL
	01/31/2020	276534	P	12370	WEST RICHLAND CHAMBER OF COMMERCE	\$15.00	0	0131201	JAN 2020 MEMBER LUNCH
	01/31/2020	276535	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$252.66	0	0131201	COUPLINGS VEH#3352 WOH#57200
	01/31/2020	276536	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$238.72	0	0131201	PRESSURE GAUGE VEH#3291 WOH#570
	01/31/2020	276537	P	30854	WHITNEY, CLINT	\$684.21	0	0131201	20-21 WHITNEY PPC MEETINGS & E
	01/31/2020	276538	P	11056	WT COX SUBSCRIPTIONS	\$102.04	0	0131201	IBD DIGITAL
	01/31/2020	276539	P	10194	XEROX CORPORATION	\$3,132.55	0	0131201	7HB-469027 JANUARY BASE CHARGE
	01/31/2020	276540	P	11338	XIOLOGIX LLC	\$18,152.27	0	0131201	VEEAM RENEWAL 1-30-2020 THRU 1
	01/31/2020	276541	P	12483	ZOLL MEDICAL SUPPLY	\$3,770.82	0	0131201	ECG RECTANGULAR ELECTRODES
02/05/2020	02/05/2020	19904	P	30335	BICKFORD, JEFF	\$581.88	0	020520AT	20-037 BICKFORD, ICAC COMMANDE
	02/05/2020	19905	P	30582	JUDGE, DARRYL	\$581.88	0	020520AT	20-038 JUDGE ICAC COMMANDERS C
	02/05/2020	276542	P	10838	GRIGG ENTERPRISES INC	\$1,127.99	0	0205201	RCC RENO - GLUE
	02/05/2020	276543	P	10705	AMERICAN ROCK PRODUCTS INC	\$307.99	0	0205201	COLUMBIA PLAYFIELD - TOP COURS
	02/05/2020	276544	P	10175	AT&T LONG DISTANCE	\$68.10	0	0205201	FAX LINES 12/22/19-01/21/20
	02/05/2020	276545	P	999000	AUREF	\$90.69	0	0205201	UTILITY REFUND 1845 LESLIE RD
	02/05/2020	276546	P	10103	BADGLEY, KERI RANDALL	\$135.50	0	0205201	MEDICARE PREMIUM/BADGLEY
	02/05/2020	276547	P	10004	BAKER, MARSHALL R	\$135.50	0	0205201	MEDICARE PREMIUM/BAKER
	02/05/2020	276548	P	10160	BATES, LAURIE VERN JR	\$135.50	0	0205201	MEDICARE PREMIUM/BATES
	02/05/2020	276549	P	11218	BC SALES CO INC	\$150.00	0	0205201	BOOTS TY RUSSELL
	02/05/2020	276550	P	10518	BEAVER BARK & ROCK	\$190.03	0	0205201	CONCRETE 5 BAG MIX 1YRD DLX T
	02/05/2020	276551	P	10855	BEDEN, LARRY	\$153.70	0	0205201	MEDICARE PREMIUM/BEDEN
	02/05/2020	276552	P	10281	BENTON COUNTY	\$9,677.58	0	0205201	WORK CREW - DECEMBER
	02/05/2020	276553	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$580.00	0	0205201	HH/SENIOR & DISABLED DISC APPS
	02/05/2020	276554	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$2,755.00	0	0205201	WATER SAMPLING ANALYSIS
	02/05/2020	276555	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$2,360.33	0	0205201	KENNEDY BOOSTER STATION
	02/05/2020	276556	P	10218	BOLSTAD, BARRY	\$144.60	0	0205201	MEDICARE PREMIUM/BOLSTAD
	02/05/2020	276557	P	10015	BOWLS, DAVID	\$104.90	0	0205201	MEDICARE PREMIUM/BOWLS
	02/05/2020	276558	P	10169	BRUNSON, DALE A	\$129.70	0	0205201	MEDICARE PREMIUM/BRUNSON
	02/05/2020	276559	P	10162	BUSH, LEE	\$139.60	0	0205201	MEDICARE PREMIUM/BUSH
	02/05/2020	276560	P	11005	DANA CAMARENA	\$2,114.98	0	0205201	JANUARY CLASS -8013, 8003, 800

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/05/2020	276561	P	10180	CANFIELD, HARRY R	\$135.50	0	0205201	MEDICARE PREMIUM/CANFIELD
	02/05/2020	276562	P	10170	CARPER, RANDY H	\$602.60	0	0205201	MEDICARE PREMIUM/CARPER
	02/05/2020	276563	P	10023	CARRICK, HENRY	\$134.00	0	0205201	MEDICARE PREMIUM/CARRICK
	02/05/2020	276564	P	10650	CASCADE FIRE PROTECTION	\$295.00	0	0205201	FIRE SPRINKLER INSPECTION & BA
	02/05/2020	276565	P	10167	CASE, MIKE	\$135.50	0	0205201	MEDICARE PREMIUM/CASE
	02/05/2020	276566	P	10240	CENTRAL HOSE & FITTINGS INC	\$190.43	0	0205201	BANDING MATERIAL P96001
	02/05/2020	276567	P	10072	CITY OF KENNEWICK	\$6,685.56	0	0205201	Q4 2019 HOME DPA PROGRAM Reimb
	02/05/2020	276568	P	10208	CLARK, FRANK M	\$104.90	0	0205201	MEDICARE PREMIUM/CLARK
	02/05/2020	276569	P	10029	CLEAVENGER, MICHAEL	\$135.50	0	0205201	MEDICARE PREMIUM/CLEAVENGER
	02/05/2020	276570	P	10028	CLEAVENGER, WILL J	\$144.60	0	0205201	MEDICARE PREMIUM/CLEAVENGER
	02/05/2020	276571	P	11516	COLEMAN OIL COMPANY	\$27,973.36	0	0205201	WEEKLY CARD LOCK FUEL 1/13-1/1
	02/05/2020	276572	P	10470	COMMERCIAL TIRE INC	\$2,638.92	0	0205201	TIRES VEH#2468 WO#57253
	02/05/2020	276573	P	11842	CONTINENTAL DOOR CO, LLC	\$1,183.74	0	0205201	STATION 73 - OVERHEAD DOOR BEL
	02/05/2020	276574	P	10038	COUCH, LARRY	\$153.70	0	0205201	MEDICARE PREMIUM/COUCH
	02/05/2020	276575	P	10452	DAYCO HEATING & AIR	\$3,000.00	0	0205201	114 MESA - HP REBATE
	02/05/2020	276576	P	10453	DELTA HEATING & COOLING INC	\$2,000.00	0	0205201	1428 THAYER - HP REBATE X2
	02/05/2020	276577	P	10166	DEMYER, JAMES J	\$144.60	0	0205201	MEDICARE PREMIUM/DEMYER
	02/05/2020	276578	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$44,007.54	0	0205201	4th Qtr 2019 L&I
	02/05/2020	276579	P	10040	DOWNS, DANNY	\$135.50	0	0205201	MEDICARE PREMIUM/DOWNS
	02/05/2020	276580	P	10048	DRIVER, DOUGLAS D	\$135.50	0	0205201	MEDICARE PREMIUM/DRIVER
	02/05/2020	276581	P	10041	DUCHEMIN, ROGER	\$135.50	0	0205201	MEDICARE PREMIUM/DUCHEMIN
	02/05/2020	276582	P	10460	EMPLOYMENT SECURITY DEPT	\$26,825.53	0	0205201	Q4-2019 Unemployment 036-001-8
	02/05/2020	276583	P	11044	EWING IRRIGATION PRODUCTS INC	\$138.33	0	0205201	ROD BLOCK - IRRIGATION REPAIR
	02/05/2020	276584	P	10431	FAST SIGNS	\$30.02	0	0205201	DECALS VEH#2484 & #2487 WO#570
	02/05/2020	276585	P	10508	FASTENAL COMPANY	\$36.38	0	0205201	STREET LIGHT PED REPAIR
	02/05/2020	276586	P	11264	FCS GROUP	\$2,375.00	0	0205201	FCS Group Broadband Utility As
	02/05/2020	276587	P	10315	FERGUSON ENTERPRISES INC #3007	\$478.18	0	0205201	BRASS BALL VALVES WTP
	02/05/2020	276588	P	10045	FERRIANS, ALLEN LARRY	\$153.70	0	0205201	MEDICARE PREMIUM/FERRIANS
	02/05/2020	276589	P	11245	FORCE AMERICA DISTRIBUTING LLC	\$1,266.48	0	0205201	SENSOR COUPLERS VEH#6574 WO#5
	02/05/2020	276590	P	11157	FRONTIER	\$217.72	0	0205201	FAX LINES 01/19-02/18/20
	02/05/2020	276591	P	31071	FRONTIER COMMUNICATIONS CORPORATION	\$4,769.09	0	0205201	Period 1/19/2020 to 2/18/2020
	02/05/2020	276592	P	10165	GANLEY, JOHN M	\$144.60	0	0205201	MEDICARE PREMIUM/GANLEY
	02/05/2020	276593	P	12445	GILL, JAMES GREG	\$135.50	0	0205201	MEDICARE PREMIUM/GILL
	02/05/2020	276594	P	31042	GOULD, JAMES B	\$135.50	0	0205201	MEDICARE PREMIUM/GOULD
	02/05/2020	276595	P	11648	GovQA, LLC	\$11,479.02	0	0205201	GOVQA ANNUAL MAINTENANCE & LIC
	02/05/2020	276596	P	10046	HD FOWLER COMPANY INC	\$9,864.55	0	0205201	ROMAC SADDLE STRAP QCK JOINT V
	02/05/2020	276597	P	11813	HERC RENTALS INC	\$2,425.04	0	0205201	FORK LIFT RENTAL WTP
	02/05/2020	276598	P	10251	HIGGINS, FRED C	\$125.70	0	0205201	MEDICARE PREMIUM/HIGGINS
	02/05/2020	276599	P	10294	HORIZON DISTRIBUTION INC	\$1,339.23	0	0205201	Horizon
	02/05/2020	276600	P	10037	INTERMOUNTAIN WEST INSULATION	\$617.88	0	0205201	123 CIMARRON - INSULATION REBA
	02/05/2020	276601	P	10064	JOHNSON, NEILS E	\$124.70	0	0205201	MEDICARE PREMIUM/JOHNSON
	02/05/2020	276602	P	10704	JONES, HAROLD	\$153.70	0	0205201	MEDICARE PREMIUM/JONES
	02/05/2020	276603	P	10213	KEYS, JACK D	\$134.00	0	0205201	MEDICARE PREMIUM/KEYS
	02/05/2020	276604	P	10185	LAHTI, ROGER P	\$117.50	0	0205201	MEDICARE PREMIUM/LAHTI
	02/05/2020	276605	P	10271	LARSON, SCOTT K	\$144.60	0	0205201	MEDICARE PREMIUM/LARSON
	02/05/2020	276606	P	10156	LEWIS, DAVID L	\$113.50	0	0205201	MEDICARE PREMIUM/LEWIS
	02/05/2020	276607	P	10384	M CAMPBELL & COMPANY INC	\$500.00	0	0205201	2132 HAMILTON - HP REBATE
	02/05/2020	276608	P	10164	MOORE, ROBERT	\$144.60	0	0205201	MEDICARE PREMIUM/MOORE
	02/05/2020	276609	P	10371	MOTOROLA SOLUTIONS INC	\$5,667.19	0	0205201	Radio encryption software
	02/05/2020	276610	P	10085	MULROY, JAMES P	\$153.70	0	0205201	MEDICARE PREMIUM/MULROY
	02/05/2020	276611	P	10086	MURRAY, DAVID	\$116.50	0	0205201	MEDICARE PREMIUM/MURRAY
	02/05/2020	276612	P	10087	MYERS, EDWARD A	\$153.70	0	0205201	MEDICARE PREMIUM/MYERS
	02/05/2020	276613	P	31110	MYERS, OLIVIA	\$33.00	0	0205201	20-25 MYERS ACCESS CLASS PER D
	02/05/2020	276614	P	11153	JT AUTOMOTIVE PARTS INC	\$400.34	0	0205201	SEALANT VEH#3291 WO#57269
	02/05/2020	276615	P	10820	OWEN, MICHAEL	\$116.50	0	0205201	MEDICARE PREMIUM/OWEN
	02/05/2020	276616	P	10357	OXARC INC	\$914.96	0	0205201	SODIUM HYPOCHLORITE
	02/05/2020	276617	P	10507	PARADISE BOTTLED WATER CO	\$9.78	0	0205201	INVOICE# 46525 FUEL SURCHARGE-

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
02/07/2020	02/05/2020	276618	P	10232	PERFECTION GLASS	\$1,521.06	0	0205201	2204 HUMPHREYS - WINDOW REBATE
	02/05/2020	276619	P	12238	REXEL USA, INC	\$56.79	0	0205201	JOHN DAM - ELECTRICAL PARTS
	02/05/2020	276620	P	10533	POLLARD, JAMES	\$135.50	0	0205201	MEDICARE PREMIUM/POLLARD
	02/05/2020	276621	P	10074	PORT OF BENTON	\$1,128.40	0	0205201	IRRIGATION ASSESSMENT HR DOCK
	02/05/2020	276622	P	10102	RANCH AND HOME INC	\$292.14	0	0205201	SALT WATER SOFTENER COARSE 50L
	02/05/2020	276623	VOID	10957	RICHLAND DOWNTOWN BUSINESS IMPROVEMENT DISTRICT	\$0.00	4734.96	0205201	VOID AFTER UPDATE 02/05/2020
	02/05/2020	276624	P	10647	RIVER CITY TOWING INC	\$146.61	0	0205201	TOW CHARGE
	02/05/2020	276625	P	10109	RODGERS, GARY H	\$135.50	0	0205201	MEDICARE PREMIUM/RODGERS
	02/05/2020	276626	P	10111	RONEY, LARRY	\$134.70	0	0205201	MEDICARE PREMIUM/RONEY
	02/05/2020	276627	P	11098	SCHINDLER ELEVATOR CORPORATION	\$110.76	0	0205201	JANUARY CHAIR LIFT INSPECTION
	02/05/2020	276628	P	10410	SHANNON & WILSON INC	\$3,236.00	0	0205201	FORMER SHOPS GROUNDWATER MONIT
	02/05/2020	276629	P	10116	SIEMENS, DONALD	\$153.70	0	0205201	MEDICARE PREMIUM/SIEMENS
	02/05/2020	276630	P	10117	SPARKS, DAVID W	\$142.60	0	0205201	MEDICARE PREMIUM/SPARKS
	02/05/2020	276631	P	12440	STRATTON, MARK	\$135.50	0	0205201	MEDICARE PREMIUM/STRATTON
	02/05/2020	276632	P	10961	TACOMA SCREW PRODUCTS INC	\$93.53	0	0205201	TBIT STEELE WEDGE ANCHORS TR8
	02/05/2020	276633	P	10119	TANNER, WILLIAM	\$135.50	0	0205201	MEDICARE PREMIUM/TANNER
	02/05/2020	276634	P	10332	TAYLOR, RANDAL L	\$153.70	0	0205201	MEDICARE PREMIUM/TAYLOR
	02/05/2020	276635	P	10163	THOMAS, GERALD D	\$143.60	0	0205201	MEDICARE PREMIUM/THOMAS
	02/05/2020	276636	P	11606	ELIZABETH E TROST	\$79.63	0	0205201	DECEMBER CLASS 7859
	02/05/2020	276637	P	10800	TURNER, ROY	\$144.60	0	0205201	MEDICARE PREMIUM/TURNER
	02/05/2020	276638	P	10106	US LINEN & UNIFORM	\$418.83	0	0205201	UNIFORMS, COVERALLS FOR SHOP 1
	02/05/2020	276639	P	10596	WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	\$100.00	0	0205201	2020 WATOA DUES
	02/05/2020	276640	P	10142	WEST, ROYAL	\$116.00	0	0205201	MEDICARE PREMIUM/WEST
	02/05/2020	276641	P	10148	WILLIAMSON, CRAIG E	\$121.20	0	0205201	MEDICARE PREMIUM/WILLIAMSON
	02/05/2020	276642	P	10077	WILMOTH, ROD	\$135.50	0	0205201	MEDICARE PREMIUM/WILMOTH
	02/05/2020	276643	P	10194	XEROX CORPORATION	\$1,058.49	0	0205201	3UA-295969 BASE/PRINTS 11-21-1
	02/05/2020	276644	P	10151	ZIMMERMAN, GERALD	\$118.00	0	0205201	MEDICARE PREMIUM/ZIMMERMAN
	02/07/2020	276645	P	10838	GRIFF ENTERPRISES INC	\$40.17	0	0207201	NET FOR DUCK RETRIEVAL
	02/07/2020	276646	P	999000	AUREF	\$104.33	0	0207201	150 MOUNTAIN VIEW LN
	02/07/2020	276647	P	999000	AUREF	\$122.46	0	0207201	1255 TOMICH AVE
	02/07/2020	276648	P	999000	AUREF	\$172.11	0	0207201	627 BIRCH AVE
	02/07/2020	276649	P	999000	AUREF	\$88.89	0	0207201	451 WESTCLIFFE BLVD Apt E139
	02/07/2020	276650	P	999000	AUREF	\$61.53	0	0207201	2455 GEORGE WASHINGTON WAY Q19
	02/07/2020	276651	P	10001	BENTON CLEAN AIR AUTHORITY	\$15,576.32	0	0207201	FIRST QUARTER 2020 ASSESSMENT
	02/07/2020	276652	P	10207	BENTON COUNTY AUDITOR	\$18,485.05	0	0207201	TAX & LICENSE P060023 #3352
	02/07/2020	276653	P	10008	BENTON PUD	\$802.95	0	0207201	C129-05 ELECTRIC SRVCS 12/22/1
	02/07/2020	276654	P	11112	CENTURYLINK	\$750.06	0	0207201	WEST MAINTENANCE RENEWAL
	02/07/2020	276655	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,351.94	0	0207201	LED LAMP WTP
	02/07/2020	276656	P	12452	CONTRACTORS EQUIPMENT MAINTENANCE INC	\$32,917.50	0	0207201	BATTELLE BLVD EXTENSION-NOV-DE
	02/07/2020	276657	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$500.00	0	0207201	EXPLOSIVES LICENSE RENEWAL MIL
	02/07/2020	276658	P	10801	DOMESTIC VIOLENCE SVCS OF BNTN & FRNKLN COUNTIES	\$888.50	0	0207201	DOMESTIC VIOLENCE ADVOCACY 12/
	02/07/2020	276659	P	10369	G & R AG PRODUCTS INC	\$237.84	0	0207201	TEEJET CAP/ BDY/HEX BUSHINGS/P
	02/07/2020	276660	P	11410	GENUINE AUTO GLASS OF TRI CITIES LLC	\$32.58	0	0207201	CHIP REPAIR VEH#3351 WO#57328
	02/07/2020	276661	P	11813	HERC RENTALS INC	\$621.58	0	0207201	GALLON OF LIQUID PROPANE QTY 1
	02/07/2020	276662	P	11369	LEGACY TELECOMMUNICATIONS INC	\$462.93	0	0207201	SILLUSI - BATTERY REPLACEMENT
	02/07/2020	276663	P	10219	LES SCHWAB TIRE CENTER	\$249.87	0	0207201	TPMS SENSORS VEH#2395 WO#569
	02/07/2020	276664	P	11199	LIBERTY LAWN & SAW SHOP	\$331.22	0	0207201	STIHL REPAIR VEH#0072 WO#56665
	02/07/2020	276665	P	10578	MIDWEST TAPE	\$3,804.44	0	0207201	HOOPLA JANUARY 2020
	02/07/2020	276666	P	11153	JT AUTOMOTIVE PARTS INC	\$760.93	0	0207201	HYD FILTER VEH#3222 WO#57295
	02/07/2020	276667	P	10540	PAVEMENT SURFACE CONTROL	\$504.16	0	0207201	C453-19 TRAFFIC CONTROL 010720
	02/07/2020	276668	P	10957	RICHLAND DOWNTOWN BUSINESS IMPROVEMENT DISTRICT	\$4,734.96	0	0207201	BLRF 2019 GRANT TO DBID
	02/07/2020	276669	P	10647	RIVER CITY TOWING INC	\$244.35	0	0207201	TOW CHARGES
	02/07/2020	276670	P	12255	SERVATRON, INC	\$871.86	0	0207201	LAPTOP DKING STATION VEH#2449
	02/07/2020	276671	P	10921	SOFTCHOICE CORPORATION	\$18,622.08	0	0207201	SOPHOS SUBSCRIPTION RENEWAL 01
	02/07/2020	276672	P	30086	TELEFLEX LLC	\$444.61	0	0207201	AIRTRAQ SP-SMALL SIZE 2
	02/07/2020	276673	P	11239	TOTAL SITE SERVICES LLC	\$78,084.51	0	0207201	KEENE RD STORMWATER IMPRV - JA
	02/07/2020	276674	P	10603	TRI CITY LUMBER CO	\$558.44	0	0207201	7/16X6X16' LP/7/16X12X16'LP/2X

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/07/2020	276675	P	11282	TRITECH FORENSICS INC	\$1,737.00	0	0207201	ESSENTIAL CRIME SCENE INVEST R
	02/07/2020	276676	P	11650	VERIZON WIRELESS SERVICES, LLC	\$50.00	0	0207201	CELL TOWER SEARCH 5098237649
	02/07/2020	276677	P	31068	VITALSMARTS PROFESSIONAL TRAINING HOLDCO, LP	\$265.00	0	0207201	C451-19 Crucial Conversations
	02/07/2020	276678	P	10173	WASHINGTON STATE TREASURER	\$456.98	0	0207201	PROPERTY INVOLVED IN A FELONY
	02/07/2020	276679	P	30843	WATER MANAGEMENT LABORATORIES, INC.	\$1,726.01	0	0207201	WATER SAMPLING ANALYSIS
	02/07/2020	276680	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$145.86	0	0207201	PLUG KIT VEH#5042 WOH#56572
	02/07/2020	276681	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$1,120.31	0	0207201	VALVE FLOW CONTROL VEH#3291 W
	02/07/2020	276682	P	10194	XEROX CORPORATION	\$228.62	0	0207201	5TB-700601 QUARTERLY CHARGE EV
						\$2,065,165.47			

WIRE LOG

(Includes all wires, direct drafts and MircoCash ACHs)

Input Date	\\cordataladministrative_services\Staff Reports\2020 Staff Reports\2-18-20\20CkLog-COPY.xlsx\Claims Wires				(A/P)		
<u>Date</u>	<u>Wire #</u>	<u>Wire \$</u>	<u>Payee</u>	<u>Purpose</u>	<u>Wire G/L Date</u>	<u>Type</u>	<u>Wire / ACH</u>
27-Jan-20	8001	192,711.59	Cigna	Medical Claims 1/20-1/26/20	28-Jan-20	B of A	Wire
27-Jan-20	8002	3,134,931.00	BPA	DEC19-PAY01-10089	27-Jan-20	B of A	Wire
28-Jan-20	8003	2,688.51	Plan Source	FSA deduction on 1/27/2020			
29-Jan-20	8004	2,604.00	4MyBenefits	February 2020 Monthly Fees	31-Jan-20	B of A	Wire
29-Jan-20	8005	62,742.65	QBE	January 2020 Stop Loss	31-Jan-20	B of A	Wire
29-Jan-20	8007	55.00	Discovery Benefits	FSA Deduction on 1/28/20	29-Jan-20	B of A	Wire
29-Jan-20	8008	1,000,000.00	Local Gov't Investment Pool	PURCHASE LGIP #1920	29-Jan-20	B of A	Wire
31-Jan-20	8010	3,100,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	31-Jan-20	B of A	Wire
29-Jan-20	8006	21,187.50	AW Rehn	February 2020 HRA	3-Feb-20	B of A	Wire
3-Feb-20	8009	134,376.83	Cigna	Medical Claims 1/27-2/2/20	3-Feb-20	B of A	Wire
3-Feb-20	8011	3,156.51	Payment Processing Inc	Landfill Merchant Services Fees	3-Feb-20	B of A	Wire
3-Feb-20	8012	112.50	Bank of America	Library Merchant Service Fees	3-Feb-20	B of A	Wire
3-Feb-20	8013	607.18	Discovery Benefits	FSA deduction on 1/31/2020	3-Feb-20	B of A	Wire
4-Feb-20	8014	2,705.44	Plan Source	FSA deduction on 1/31/2020	4-Feb-20	B of A	Wire
5-Feb-20	8015	2,003,763.33	U S Bank Safekeeping	Purchase FHLB #3130AHXJ7-1.92% (01/25)	5-Feb-20	B of A	Wire
		9,661,642.04					

Payroll Check Nos - MUNIS 1/27/2020 - 2/7/2020

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
PAYROLL - 2020-02-06	PAYROLL - 2020-02-06	2/6/2020	161144		3759	\$2331.25
	PAYROLL - 2020-02-06	2/6/2020	161145		3681	\$2088.99
	PAYROLL - 2020-02-06	2/6/2020	161146		4083	\$1545.94
	PAYROLL - 2020-02-06	2/6/2020	161147		4929	\$2184.83
	PAYROLL - 2020-02-06	2/6/2020	161148		4562	\$4001.92
	PAYROLL - 2020-02-06	2/6/2020	161149		4895	\$1699.58
	PAYROLL - 2020-02-06	2/6/2020	161150		4941	\$1352.97
	PAYROLL - 2020-02-06	2/6/2020	161151		4369	\$3610.27
	PAYROLL - 2020-02-06	2/6/2020	161152		4575	\$2204.00
	PAYROLL - 2020-02-06	2/6/2020	161153		4185	\$4557.61
	PAYROLL - 2020-02-06	2/6/2020	161154		3322	\$2087.50
	PAYROLL - 2020-02-06	2/6/2020	161155		4736	\$1589.39
	PAYROLL - 2020-02-06	2/6/2020	161156		3885	\$4081.34
	PAYROLL - 2020-02-06	2/6/2020	161157		4901	\$1699.48
	PAYROLL - 2020-02-06	2/6/2020	161158		4774	\$1035.65
	PAYROLL - 2020-02-06	2/6/2020	161159		3709	\$1567.43
	PAYROLL - 2020-02-06	2/6/2020	161160		3688	\$1787.66
	PAYROLL - 2020-02-06	2/6/2020	161161		2156	\$1225.43
	PAYROLL - 2020-02-06	2/6/2020	161162		4102	\$1320.05
	PAYROLL - 2020-02-06	2/6/2020	161163		3836	\$2301.79
	PAYROLL - 2020-02-06	2/6/2020	161164		4029	\$1482.80
	PAYROLL - 2020-02-06	2/6/2020	161165		4143	\$1351.46
	PAYROLL - 2020-02-06	2/6/2020	161166		3690	\$1620.70
	PAYROLL - 2020-02-06	2/6/2020	161167		3828	\$3606.94

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161168		4204	\$1331.47
	PAYROLL - 2020-02-06	2/6/2020	161169		4092	\$1550.22
	PAYROLL - 2020-02-06	2/6/2020	161170		4461	\$1751.15
	PAYROLL - 2020-02-06	2/6/2020	161171		3516	\$1570.62
	PAYROLL - 2020-02-06	2/6/2020	161172		1834	\$2164.92
	PAYROLL - 2020-02-06	2/6/2020	161173		4731	\$1615.68
	PAYROLL - 2020-02-06	2/6/2020	161174		4130	\$1561.26
	PAYROLL - 2020-02-06	2/6/2020	161175		4035	\$1274.82
	PAYROLL - 2020-02-06	2/6/2020	161176		4375	\$2873.80
	PAYROLL - 2020-02-06	2/6/2020	161177		4109	\$1615.32
	PAYROLL - 2020-02-06	2/6/2020	161178		3635	\$1494.04
	PAYROLL - 2020-02-06	2/6/2020	161179		3699	\$1732.82
	PAYROLL - 2020-02-06	2/6/2020	161180		4667	\$1849.01
	PAYROLL - 2020-02-06	2/6/2020	161181		4949	\$1497.81
	PAYROLL - 2020-02-06	2/6/2020	161182		4361	\$1945.76
	PAYROLL - 2020-02-06	2/6/2020	161183		4426	\$3442.76
	PAYROLL - 2020-02-06	2/6/2020	161184		4996	\$2281.27
	PAYROLL - 2020-02-06	2/6/2020	161185		4717	\$1804.05
	PAYROLL - 2020-02-06	2/6/2020	161186		4517	\$4121.89
	PAYROLL - 2020-02-06	2/6/2020	161187		4719	\$2202.12
	PAYROLL - 2020-02-06	2/6/2020	161188		4974	\$1254.98
	PAYROLL - 2020-02-06	2/6/2020	161189		4835	\$1364.12
	PAYROLL - 2020-02-06	2/6/2020	161190		4810	\$1470.65
	PAYROLL - 2020-02-06	2/6/2020	161191		2798	\$1782.52
	PAYROLL - 2020-02-06	2/6/2020	161192		4940	\$1428.55
	PAYROLL - 2020-02-06	2/6/2020	161193		4715	\$1347.50
	PAYROLL - 2020-02-06	2/6/2020	161194		4876	\$993.89
	PAYROLL - 2020-02-06	2/6/2020	161195		3755	\$2481.24
	PAYROLL - 2020-02-06	2/6/2020	161196		4690	\$1323.11

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161197		4622	\$2293.06
	PAYROLL - 2020-02-06	2/6/2020	161198		4583	\$1292.12
	PAYROLL - 2020-02-06	2/6/2020	161199		4178	\$1830.79
	PAYROLL - 2020-02-06	2/6/2020	161200		4960	\$1162.43
	PAYROLL - 2020-02-06	2/6/2020	161201		4067	\$2372.04
	PAYROLL - 2020-02-06	2/6/2020	161202		4840	\$1337.10
	PAYROLL - 2020-02-06	2/6/2020	161203		4728	\$2034.43
	PAYROLL - 2020-02-06	2/6/2020	161204		4449	\$1236.24
	PAYROLL - 2020-02-06	2/6/2020	161205		3960	\$1809.46
	PAYROLL - 2020-02-06	2/6/2020	161206		4809	\$2761.30
	PAYROLL - 2020-02-06	2/6/2020	161207		3000	\$1455.56
	PAYROLL - 2020-02-06	2/6/2020	161208		3110	\$1549.16
	PAYROLL - 2020-02-06	2/6/2020	161209		4502	\$1844.49
	PAYROLL - 2020-02-06	2/6/2020	161210		3499	\$1249.65
	PAYROLL - 2020-02-06	2/6/2020	161211		4602	\$1404.66
	PAYROLL - 2020-02-06	2/6/2020	161212		3721	\$1676.71
	PAYROLL - 2020-02-06	2/6/2020	161213		4537	\$2483.07
	PAYROLL - 2020-02-06	2/6/2020	161214		4997	\$2023.33
	PAYROLL - 2020-02-06	2/6/2020	161215		4982	\$708.36
	PAYROLL - 2020-02-06	2/6/2020	161216		4823	\$1739.81
	PAYROLL - 2020-02-06	2/6/2020	161217		4873	\$549.52
	PAYROLL - 2020-02-06	2/6/2020	161218		4792	\$1244.27
	PAYROLL - 2020-02-06	2/6/2020	161219		4919	\$179.38
	PAYROLL - 2020-02-06	2/6/2020	161220		4135	\$1633.25
	PAYROLL - 2020-02-06	2/6/2020	161221		5001	\$682.52
	PAYROLL - 2020-02-06	2/6/2020	161222		4492	\$729.06
	PAYROLL - 2020-02-06	2/6/2020	161223		4713	\$1324.37
	PAYROLL - 2020-02-06	2/6/2020	161224		4754	\$179.94
	PAYROLL - 2020-02-06	2/6/2020	161225		4824	\$2040.26

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161226		4994	\$1705.20
	PAYROLL - 2020-02-06	2/6/2020	161227		2921	\$2225.13
	PAYROLL - 2020-02-06	2/6/2020	161228		5003	\$279.06
	PAYROLL - 2020-02-06	2/6/2020	161229		4939	\$81.78
	PAYROLL - 2020-02-06	2/6/2020	161230		4889	\$191.77
	PAYROLL - 2020-02-06	2/6/2020	161231		3973	\$1463.24
	PAYROLL - 2020-02-06	2/6/2020	161232		4289	\$1400.21
	PAYROLL - 2020-02-06	2/6/2020	161233		3736	\$3597.76
	PAYROLL - 2020-02-06	2/6/2020	161234		4936	\$204.14
	PAYROLL - 2020-02-06	2/6/2020	161235		4922	\$176.30
	PAYROLL - 2020-02-06	2/6/2020	161236		2599	\$105.17
	PAYROLL - 2020-02-06	2/6/2020	161237		4890	\$196.48
	PAYROLL - 2020-02-06	2/6/2020	161238		4470	\$1656.13
	PAYROLL - 2020-02-06	2/6/2020	161239		3177	\$2284.72
	PAYROLL - 2020-02-06	2/6/2020	161240		4666	\$2543.89
	PAYROLL - 2020-02-06	2/6/2020	161241		4305	\$1497.85
	PAYROLL - 2020-02-06	2/6/2020	161242		2751	\$1936.85
	PAYROLL - 2020-02-06	2/6/2020	161243		3563	\$1747.04
	PAYROLL - 2020-02-06	2/6/2020	161244		2434	\$1733.23
	PAYROLL - 2020-02-06	2/6/2020	161245		3344	\$1463.17
	PAYROLL - 2020-02-06	2/6/2020	161246		4597	\$1965.03
	PAYROLL - 2020-02-06	2/6/2020	161247		4747	\$2786.26
	PAYROLL - 2020-02-06	2/6/2020	161248		4056	\$1362.01
	PAYROLL - 2020-02-06	2/6/2020	161249		4916	\$1495.49
	PAYROLL - 2020-02-06	2/6/2020	161250		3649	\$1579.36
	PAYROLL - 2020-02-06	2/6/2020	161251		4973	\$1385.86
	PAYROLL - 2020-02-06	2/6/2020	161252		4798	\$1845.91
	PAYROLL - 2020-02-06	2/6/2020	161253		4989	\$1699.27
	PAYROLL - 2020-02-06	2/6/2020	161254		3875	\$2538.13

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
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	PAYROLL - 2020-02-06	2/6/2020	161256		3352	\$1861.30
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	PAYROLL - 2020-02-06	2/6/2020	161258		4912	\$1659.57
	PAYROLL - 2020-02-06	2/6/2020	161259		3980	\$1480.96
	PAYROLL - 2020-02-06	2/6/2020	161260		4646	\$1720.12
	PAYROLL - 2020-02-06	2/6/2020	161261		4793	\$1595.97
	PAYROLL - 2020-02-06	2/6/2020	161262		4985	\$1259.74
	PAYROLL - 2020-02-06	2/6/2020	161263		3435	\$1805.07
	PAYROLL - 2020-02-06	2/6/2020	161264		4495	\$1137.90
	PAYROLL - 2020-02-06	2/6/2020	161265		4351	\$1511.24
	PAYROLL - 2020-02-06	2/6/2020	161266		4908	\$1562.39
	PAYROLL - 2020-02-06	2/6/2020	161267		3933	\$1366.55
	PAYROLL - 2020-02-06	2/6/2020	161268		3576	\$1749.58
	PAYROLL - 2020-02-06	2/6/2020	161269		4844	\$1751.22
	PAYROLL - 2020-02-06	2/6/2020	161270		3455	\$1725.56
	PAYROLL - 2020-02-06	2/6/2020	161271		4817	\$2186.76
	PAYROLL - 2020-02-06	2/6/2020	161272		3679	\$1720.42
	PAYROLL - 2020-02-06	2/6/2020	161273		3760	\$4651.43
	PAYROLL - 2020-02-06	2/6/2020	161274		3814	\$2217.14
	PAYROLL - 2020-02-06	2/6/2020	161275		4587	\$2835.50
	PAYROLL - 2020-02-06	2/6/2020	161276		4340	\$2037.13
	PAYROLL - 2020-02-06	2/6/2020	161277		4669	\$3584.43
	PAYROLL - 2020-02-06	2/6/2020	161278		4523	\$2355.82
	PAYROLL - 2020-02-06	2/6/2020	161279		3528	\$3103.98
	PAYROLL - 2020-02-06	2/6/2020	161280		3308	\$3223.22
	PAYROLL - 2020-02-06	2/6/2020	161281		3567	\$2461.01
	PAYROLL - 2020-02-06	2/6/2020	161282		3764	\$2763.45
	PAYROLL - 2020-02-06	2/6/2020	161283		4923	\$1785.41

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
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	PAYROLL - 2020-02-06	2/6/2020	161285		3601	\$3545.90
	PAYROLL - 2020-02-06	2/6/2020	161286		4524	\$2498.77
	PAYROLL - 2020-02-06	2/6/2020	161287		4522	\$2346.45
	PAYROLL - 2020-02-06	2/6/2020	161288		4053	\$2318.95
	PAYROLL - 2020-02-06	2/6/2020	161289		3972	\$2687.26
	PAYROLL - 2020-02-06	2/6/2020	161290		3493	\$3155.78
	PAYROLL - 2020-02-06	2/6/2020	161291		2897	\$3411.44
	PAYROLL - 2020-02-06	2/6/2020	161292		2978	\$2974.90
	PAYROLL - 2020-02-06	2/6/2020	161293		4520	\$2491.34
	PAYROLL - 2020-02-06	2/6/2020	161294		3612	\$2985.60
	PAYROLL - 2020-02-06	2/6/2020	161295		3965	\$2300.68
	PAYROLL - 2020-02-06	2/6/2020	161296		4585	\$1988.80
	PAYROLL - 2020-02-06	2/6/2020	161297		3761	\$2958.27
	PAYROLL - 2020-02-06	2/6/2020	161298		4150	\$2825.65
	PAYROLL - 2020-02-06	2/6/2020	161299		2380	\$5271.55
	PAYROLL - 2020-02-06	2/6/2020	161300		2935	\$2866.81
	PAYROLL - 2020-02-06	2/6/2020	161301		3309	\$3532.34
	PAYROLL - 2020-02-06	2/6/2020	161302		4586	\$3166.02
	PAYROLL - 2020-02-06	2/6/2020	161303		3600	\$2297.20
	PAYROLL - 2020-02-06	2/6/2020	161304		3832	\$5384.86
	PAYROLL - 2020-02-06	2/6/2020	161305		4815	\$2109.00
	PAYROLL - 2020-02-06	2/6/2020	161306		4318	\$1755.51
	PAYROLL - 2020-02-06	2/6/2020	161307		4453	\$2107.90
	PAYROLL - 2020-02-06	2/6/2020	161308		4500	\$2030.50
	PAYROLL - 2020-02-06	2/6/2020	161309		4887	\$2041.89
	PAYROLL - 2020-02-06	2/6/2020	161310		4497	\$2380.76
	PAYROLL - 2020-02-06	2/6/2020	161311		2765	\$3959.66
	PAYROLL - 2020-02-06	2/6/2020	161312		3116	\$2463.44

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
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	PAYROLL - 2020-02-06	2/6/2020	161314		3763	\$3083.09
	PAYROLL - 2020-02-06	2/6/2020	161315		4816	\$2477.24
	PAYROLL - 2020-02-06	2/6/2020	161316		3506	\$3031.92
	PAYROLL - 2020-02-06	2/6/2020	161317		4623	\$2178.02
	PAYROLL - 2020-02-06	2/6/2020	161318		4906	\$1830.42
	PAYROLL - 2020-02-06	2/6/2020	161319		2694	\$1937.07
	PAYROLL - 2020-02-06	2/6/2020	161320		3057	\$4112.90
	PAYROLL - 2020-02-06	2/6/2020	161321		3311	\$2386.51
	PAYROLL - 2020-02-06	2/6/2020	161322		3762	\$2392.93
	PAYROLL - 2020-02-06	2/6/2020	161323		4291	\$2693.92
	PAYROLL - 2020-02-06	2/6/2020	161324		4521	\$3526.98
	PAYROLL - 2020-02-06	2/6/2020	161325		4307	\$2272.69
	PAYROLL - 2020-02-06	2/6/2020	161326		4498	\$2520.24
	PAYROLL - 2020-02-06	2/6/2020	161327		4076	\$886.08
	PAYROLL - 2020-02-06	2/6/2020	161328		3765	\$3112.82
	PAYROLL - 2020-02-06	2/6/2020	161329		4454	\$2292.80
	PAYROLL - 2020-02-06	2/6/2020	161330		4505	\$3424.40
	PAYROLL - 2020-02-06	2/6/2020	161331		4779	\$1837.85
	PAYROLL - 2020-02-06	2/6/2020	161332		4924	\$1933.37
	PAYROLL - 2020-02-06	2/6/2020	161333		3207	\$4286.51
	PAYROLL - 2020-02-06	2/6/2020	161334		4360	\$2703.10
	PAYROLL - 2020-02-06	2/6/2020	161335		4937	\$1406.63
	PAYROLL - 2020-02-06	2/6/2020	161336		4129	\$2453.03
	PAYROLL - 2020-02-06	2/6/2020	161337		3340	\$1675.08
	PAYROLL - 2020-02-06	2/6/2020	161338		4088	\$2435.46
	PAYROLL - 2020-02-06	2/6/2020	161339		3896	\$2488.99
	PAYROLL - 2020-02-06	2/6/2020	161340		3353	\$3227.59
	PAYROLL - 2020-02-06	2/6/2020	161341		4000	\$2431.93

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
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	PAYROLL - 2020-02-06	2/6/2020	161344		3904	\$1456.06
	PAYROLL - 2020-02-06	2/6/2020	161345		4947	\$4274.65
	PAYROLL - 2020-02-06	2/6/2020	161346		4834	\$3904.00
	PAYROLL - 2020-02-06	2/6/2020	161347		3524	\$1879.50
	PAYROLL - 2020-02-06	2/6/2020	161348		4745	\$3194.84
	PAYROLL - 2020-02-06	2/6/2020	161349		2202	\$3671.61
	PAYROLL - 2020-02-06	2/6/2020	161350		4184	\$2810.84
	PAYROLL - 2020-02-06	2/6/2020	161351		4433	\$1593.34
	PAYROLL - 2020-02-06	2/6/2020	161352		4127	\$3594.02
	PAYROLL - 2020-02-06	2/6/2020	161353		4183	\$3036.00
	PAYROLL - 2020-02-06	2/6/2020	161354		4787	\$2511.66
	PAYROLL - 2020-02-06	2/6/2020	161355		4943	\$3189.34
	PAYROLL - 2020-02-06	2/6/2020	161356		3821	\$2757.93
	PAYROLL - 2020-02-06	2/6/2020	161357		4345	\$4933.68
	PAYROLL - 2020-02-06	2/6/2020	161358		3855	\$3028.83
	PAYROLL - 2020-02-06	2/6/2020	161359		4874	\$2256.45
	PAYROLL - 2020-02-06	2/6/2020	161360		4701	\$3483.33
	PAYROLL - 2020-02-06	2/6/2020	161361		4746	\$1453.29
	PAYROLL - 2020-02-06	2/6/2020	161362		3473	\$3257.09
	PAYROLL - 2020-02-06	2/6/2020	161363		4772	\$1724.56
	PAYROLL - 2020-02-06	2/6/2020	161364		3856	\$3139.65
	PAYROLL - 2020-02-06	2/6/2020	161365		4366	\$1752.40
	PAYROLL - 2020-02-06	2/6/2020	161366		4574	\$1511.95
	PAYROLL - 2020-02-06	2/6/2020	161367		2709	\$3073.27
	PAYROLL - 2020-02-06	2/6/2020	161368		4398	\$4321.14
	PAYROLL - 2020-02-06	2/6/2020	161369		4665	\$2223.67
	PAYROLL - 2020-02-06	2/6/2020	161370		3803	\$3108.23

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
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	PAYROLL - 2020-02-06	2/6/2020	161373		4432	\$1456.66
	PAYROLL - 2020-02-06	2/6/2020	161374		4904	\$2552.75
	PAYROLL - 2020-02-06	2/6/2020	161375		4900	\$2320.49
	PAYROLL - 2020-02-06	2/6/2020	161376		3902	\$2890.62
	PAYROLL - 2020-02-06	2/6/2020	161377		3894	\$4063.47
	PAYROLL - 2020-02-06	2/6/2020	161378		3804	\$2388.29
	PAYROLL - 2020-02-06	2/6/2020	161379		4515	\$3278.48
	PAYROLL - 2020-02-06	2/6/2020	161380		4080	\$2299.09
	PAYROLL - 2020-02-06	2/6/2020	161381		4075	\$3283.67
	PAYROLL - 2020-02-06	2/6/2020	161382		3356	\$3123.35
	PAYROLL - 2020-02-06	2/6/2020	161383		4394	\$3054.59
	PAYROLL - 2020-02-06	2/6/2020	161384		3651	\$2526.86
	PAYROLL - 2020-02-06	2/6/2020	161385		4944	\$1189.87
	PAYROLL - 2020-02-06	2/6/2020	161386		4271	\$2578.21
	PAYROLL - 2020-02-06	2/6/2020	161387		3413	\$3304.79
	PAYROLL - 2020-02-06	2/6/2020	161388		4230	\$1401.42
	PAYROLL - 2020-02-06	2/6/2020	161389		4270	\$3770.93
	PAYROLL - 2020-02-06	2/6/2020	161390		4113	\$2611.53
	PAYROLL - 2020-02-06	2/6/2020	161391		4016	\$2886.52
	PAYROLL - 2020-02-06	2/6/2020	161392		5000	\$1961.86
	PAYROLL - 2020-02-06	2/6/2020	161393		3306	\$2723.57
	PAYROLL - 2020-02-06	2/6/2020	161394		4296	\$2906.45
	PAYROLL - 2020-02-06	2/6/2020	161395		4599	\$2627.02
	PAYROLL - 2020-02-06	2/6/2020	161396		4894	\$1269.13
	PAYROLL - 2020-02-06	2/6/2020	161397		4235	\$3086.68
	PAYROLL - 2020-02-06	2/6/2020	161398		4357	\$569.46
	PAYROLL - 2020-02-06	2/6/2020	161399		4813	\$1371.82

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
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	PAYROLL - 2020-02-06	2/6/2020	161401		4519	\$2466.77
	PAYROLL - 2020-02-06	2/6/2020	161402		4684	\$3948.52
	PAYROLL - 2020-02-06	2/6/2020	161403		4535	\$2326.96
	PAYROLL - 2020-02-06	2/6/2020	161404		4114	\$2501.74
	PAYROLL - 2020-02-06	2/6/2020	161405		4128	\$3508.47
	PAYROLL - 2020-02-06	2/6/2020	161406		4896	\$2531.68
	PAYROLL - 2020-02-06	2/6/2020	161407		3746	\$3793.06
	PAYROLL - 2020-02-06	2/6/2020	161408		3964	\$2844.32
	PAYROLL - 2020-02-06	2/6/2020	161409		4536	\$2660.47
	PAYROLL - 2020-02-06	2/6/2020	161410		2885	\$4120.15
	PAYROLL - 2020-02-06	2/6/2020	161411		3903	\$2627.16
	PAYROLL - 2020-02-06	2/6/2020	161412		4872	\$1155.44
	PAYROLL - 2020-02-06	2/6/2020	161413		4103	\$3080.03
	PAYROLL - 2020-02-06	2/6/2020	161414		4967	\$2335.30
	PAYROLL - 2020-02-06	2/6/2020	161415		4234	\$2008.55
	PAYROLL - 2020-02-06	2/6/2020	161416		4332	\$2693.08
	PAYROLL - 2020-02-06	2/6/2020	161417		4913	\$2664.31
	PAYROLL - 2020-02-06	2/6/2020	161418		4981	\$2261.18
	PAYROLL - 2020-02-06	2/6/2020	161419		4452	\$1551.77
	PAYROLL - 2020-02-06	2/6/2020	161420		4216	\$3049.20
	PAYROLL - 2020-02-06	2/6/2020	161421		4687	\$1998.29
	PAYROLL - 2020-02-06	2/6/2020	161422		4238	\$2063.25
	PAYROLL - 2020-02-06	2/6/2020	161423		4223	\$2634.64
	PAYROLL - 2020-02-06	2/6/2020	161424		3456	\$2224.72
	PAYROLL - 2020-02-06	2/6/2020	161425		4724	\$1381.52
	PAYROLL - 2020-02-06	2/6/2020	161426		4762	\$1997.32
	PAYROLL - 2020-02-06	2/6/2020	161427		3738	\$2640.66
	PAYROLL - 2020-02-06	2/6/2020	161428		4993	\$1923.15

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	PAYROLL - 2020-02-06	2/6/2020	161430		4487	\$3302.56
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	PAYROLL - 2020-02-06	2/6/2020	161432		4526	\$1608.43
	PAYROLL - 2020-02-06	2/6/2020	161433		4326	\$2367.68
	PAYROLL - 2020-02-06	2/6/2020	161434		4140	\$3326.82
	PAYROLL - 2020-02-06	2/6/2020	161435		4790	\$2046.70
	PAYROLL - 2020-02-06	2/6/2020	161436		4596	\$2959.58
	PAYROLL - 2020-02-06	2/6/2020	161437		3551	\$1610.80
	PAYROLL - 2020-02-06	2/6/2020	161438		2942	\$1598.15
	PAYROLL - 2020-02-06	2/6/2020	161439		3444	\$3054.52
	PAYROLL - 2020-02-06	2/6/2020	161440		4436	\$3167.64
	PAYROLL - 2020-02-06	2/6/2020	161441		4948	\$1905.89
	PAYROLL - 2020-02-06	2/6/2020	161442		3970	\$2187.04
	PAYROLL - 2020-02-06	2/6/2020	161443		3324	\$1078.02
	PAYROLL - 2020-02-06	2/6/2020	161444		4683	\$2617.01
	PAYROLL - 2020-02-06	2/6/2020	161445		4335	\$2078.90
	PAYROLL - 2020-02-06	2/6/2020	161446		4761	\$3113.14
	PAYROLL - 2020-02-06	2/6/2020	161447		4342	\$2863.44
	PAYROLL - 2020-02-06	2/6/2020	161448		3781	\$1863.36
	PAYROLL - 2020-02-06	2/6/2020	161449		4329	\$3182.55
	PAYROLL - 2020-02-06	2/6/2020	161450		4805	\$3383.72
	PAYROLL - 2020-02-06	2/6/2020	161451		3944	\$2508.68
	PAYROLL - 2020-02-06	2/6/2020	161452		4830	\$1394.57
	PAYROLL - 2020-02-06	2/6/2020	161453		4734	\$2770.10
	PAYROLL - 2020-02-06	2/6/2020	161454		4702	\$2222.19
	PAYROLL - 2020-02-06	2/6/2020	161455		4727	\$1397.29
	PAYROLL - 2020-02-06	2/6/2020	161456		3531	\$1592.20
	PAYROLL - 2020-02-06	2/6/2020	161457		4995	\$683.18

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	PAYROLL - 2020-02-06	2/6/2020	161459		4826	\$2353.39
	PAYROLL - 2020-02-06	2/6/2020	161460		4254	\$4625.82
	PAYROLL - 2020-02-06	2/6/2020	161461		4491	\$2812.02
	PAYROLL - 2020-02-06	2/6/2020	161462		4915	\$1563.34
	PAYROLL - 2020-02-06	2/6/2020	161463		4807	\$1277.69
	PAYROLL - 2020-02-06	2/6/2020	161464		3216	\$2928.64
	PAYROLL - 2020-02-06	2/6/2020	161465		4175	\$2658.26
	PAYROLL - 2020-02-06	2/6/2020	161466		4475	\$2870.57
	PAYROLL - 2020-02-06	2/6/2020	161467		3999	\$2501.75
	PAYROLL - 2020-02-06	2/6/2020	161468		4055	\$4335.33
	PAYROLL - 2020-02-06	2/6/2020	161469		4795	\$1401.97
	PAYROLL - 2020-02-06	2/6/2020	161470		4992	\$2969.99
	PAYROLL - 2020-02-06	2/6/2020	161471		3945	\$2210.03
	PAYROLL - 2020-02-06	2/6/2020	161472		4688	\$3238.75
	PAYROLL - 2020-02-06	2/6/2020	161473		4327	\$3229.55
	PAYROLL - 2020-02-06	2/6/2020	161474		4845	\$2430.70
	PAYROLL - 2020-02-06	2/6/2020	161475		4697	\$1976.36
	PAYROLL - 2020-02-06	2/6/2020	161476		4507	\$2147.69
	PAYROLL - 2020-02-06	2/6/2020	161477		4074	\$2240.36
	PAYROLL - 2020-02-06	2/6/2020	161478		4791	\$2742.73
	PAYROLL - 2020-02-06	2/6/2020	161479		4073	\$1322.87
	PAYROLL - 2020-02-06	2/6/2020	161480		3805	\$2100.22
	PAYROLL - 2020-02-06	2/6/2020	161481		3354	\$1578.44
	PAYROLL - 2020-02-06	2/6/2020	161482		4848	\$462.65
	PAYROLL - 2020-02-06	2/6/2020	161483		4031	\$1929.94
	PAYROLL - 2020-02-06	2/6/2020	161484		3741	\$3248.76
	PAYROLL - 2020-02-06	2/6/2020	161485		4276	\$1604.58
	PAYROLL - 2020-02-06	2/6/2020	161486		4870	\$2225.30

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161487		4871	\$1817.73
	PAYROLL - 2020-02-06	2/6/2020	161488		4836	\$1475.52
	PAYROLL - 2020-02-06	2/6/2020	161489		3685	\$2476.18
	PAYROLL - 2020-02-06	2/6/2020	161490		4911	\$1691.15
	PAYROLL - 2020-02-06	2/6/2020	161491		2800	\$1769.31
	PAYROLL - 2020-02-06	2/6/2020	161492		3265	\$4295.35
	PAYROLL - 2020-02-06	2/6/2020	161493		2996	\$1323.40
	PAYROLL - 2020-02-06	2/6/2020	161494		4942	\$1156.16
	PAYROLL - 2020-02-06	2/6/2020	161495		3912	\$1980.37
	PAYROLL - 2020-02-06	2/6/2020	161496		3318	\$2742.99
	PAYROLL - 2020-02-06	2/6/2020	161497		3981	\$2685.92
	PAYROLL - 2020-02-06	2/6/2020	161498		4822	\$1670.85
	PAYROLL - 2020-02-06	2/6/2020	161499		4467	\$1449.00
	PAYROLL - 2020-02-06	2/6/2020	161500		4308	\$1721.00
	PAYROLL - 2020-02-06	2/6/2020	161501		3646	\$1797.73
	PAYROLL - 2020-02-06	2/6/2020	161502		3905	\$1856.93
	PAYROLL - 2020-02-06	2/6/2020	161503		3941	\$1116.82
	PAYROLL - 2020-02-06	2/6/2020	161504		4808	\$2283.91
	PAYROLL - 2020-02-06	2/6/2020	161505		4404	\$1351.46
	PAYROLL - 2020-02-06	2/6/2020	161506		4316	\$1712.40
	PAYROLL - 2020-02-06	2/6/2020	161507		3470	\$1920.62
	PAYROLL - 2020-02-06	2/6/2020	161508		3454	\$2203.62
	PAYROLL - 2020-02-06	2/6/2020	161509		3503	\$1872.65
	PAYROLL - 2020-02-06	2/6/2020	161510		3517	\$1866.62
	PAYROLL - 2020-02-06	2/6/2020	161511		4363	\$1652.39
	PAYROLL - 2020-02-06	2/6/2020	161512		4914	\$1757.09
	PAYROLL - 2020-02-06	2/6/2020	161513		4833	\$1406.76
	PAYROLL - 2020-02-06	2/6/2020	161514		2992	\$1794.99
	PAYROLL - 2020-02-06	2/6/2020	161515		3826	\$2121.96

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161516		1995	\$1297.11
	PAYROLL - 2020-02-06	2/6/2020	161517		4563	\$2050.52
	PAYROLL - 2020-02-06	2/6/2020	161518		4615	\$1069.69
	PAYROLL - 2020-02-06	2/6/2020	161519		4373	\$1845.18
	PAYROLL - 2020-02-06	2/6/2020	161520		3876	\$1425.35
	PAYROLL - 2020-02-06	2/6/2020	161521		3578	\$1502.42
	PAYROLL - 2020-02-06	2/6/2020	161522		4242	\$1382.59
	PAYROLL - 2020-02-06	2/6/2020	161523		4983	\$694.29
	PAYROLL - 2020-02-06	2/6/2020	161524		2836	\$1788.04
	PAYROLL - 2020-02-06	2/6/2020	161525		3728	\$2915.48
	PAYROLL - 2020-02-06	2/6/2020	161526		2297	\$1531.86
	PAYROLL - 2020-02-06	2/6/2020	161527		3780	\$1946.34
	PAYROLL - 2020-02-06	2/6/2020	161528		2887	\$1889.81
	PAYROLL - 2020-02-06	2/6/2020	161529		3865	\$1834.01
	PAYROLL - 2020-02-06	2/6/2020	161530		4101	\$1537.86
	PAYROLL - 2020-02-06	2/6/2020	161531		4560	\$1543.77
	PAYROLL - 2020-02-06	2/6/2020	161532		4300	\$1763.70
	PAYROLL - 2020-02-06	2/6/2020	161533		4951	\$692.34
	PAYROLL - 2020-02-06	2/6/2020	161534		4504	\$1490.46
	PAYROLL - 2020-02-06	2/6/2020	161535		4660	\$1720.34
	PAYROLL - 2020-02-06	2/6/2020	161536		4386	\$1623.86
	PAYROLL - 2020-02-06	2/6/2020	161537		4934	\$1049.47
	PAYROLL - 2020-02-06	2/6/2020	161538		4448	\$1596.94
	PAYROLL - 2020-02-06	2/6/2020	161539		4641	\$1383.56
	PAYROLL - 2020-02-06	2/6/2020	161540		4440	\$1579.11
	PAYROLL - 2020-02-06	2/6/2020	161541		4169	\$907.43
	PAYROLL - 2020-02-06	2/6/2020	161542		3988	\$1505.71
	PAYROLL - 2020-02-06	2/6/2020	161543		4025	\$1470.67
	PAYROLL - 2020-02-06	2/6/2020	161544		1973	\$1626.64

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161545		4100	\$1930.82
	PAYROLL - 2020-02-06	2/6/2020	161546		4643	\$1637.95
	PAYROLL - 2020-02-06	2/6/2020	161547		4533	\$1066.37
	PAYROLL - 2020-02-06	2/6/2020	161548		3778	\$1056.59
	PAYROLL - 2020-02-06	2/6/2020	161549		4709	\$1808.94
	PAYROLL - 2020-02-06	2/6/2020	161550		3749	\$1144.41
	PAYROLL - 2020-02-06	2/6/2020	161551		4548	\$1552.50
	PAYROLL - 2020-02-06	2/6/2020	161552		4241	\$1564.45
	PAYROLL - 2020-02-06	2/6/2020	161553		4689	\$1317.02
	PAYROLL - 2020-02-06	2/6/2020	161554		4233	\$1459.76
	PAYROLL - 2020-02-06	2/6/2020	161555		4196	\$2028.08
	PAYROLL - 2020-02-06	2/6/2020	161556		4616	\$2207.90
	PAYROLL - 2020-02-06	2/6/2020	161557		4568	\$2154.85
	PAYROLL - 2020-02-06	2/6/2020	161558		3747	\$1830.35
	PAYROLL - 2020-02-06	2/6/2020	161559		3740	\$1845.67
	PAYROLL - 2020-02-06	2/6/2020	161560		4503	\$2152.47
	PAYROLL - 2020-02-06	2/6/2020	161561		4789	\$1805.63
	PAYROLL - 2020-02-06	2/6/2020	161562		3730	\$2620.68
	PAYROLL - 2020-02-06	2/6/2020	161563		3771	\$1996.76
	PAYROLL - 2020-02-06	2/6/2020	161564		4902	\$2495.25
	PAYROLL - 2020-02-06	2/6/2020	161565		4828	\$1362.54
	PAYROLL - 2020-02-06	2/6/2020	161566		4691	\$1659.94
	PAYROLL - 2020-02-06	2/6/2020	161567		4006	\$2576.60
	PAYROLL - 2020-02-06	2/6/2020	161568		3883	\$2157.94
	PAYROLL - 2020-02-06	2/6/2020	161569		4281	\$3605.21
	PAYROLL - 2020-02-06	2/6/2020	161570		4012	\$1585.11
	PAYROLL - 2020-02-06	2/6/2020	161571		4165	\$2101.56
	PAYROLL - 2020-02-06	2/6/2020	161572		4374	\$2032.29
	PAYROLL - 2020-02-06	2/6/2020	161573		4177	\$2435.92

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161574		4832	\$740.85
	PAYROLL - 2020-02-06	2/6/2020	161575		4694	\$8427.58
	PAYROLL - 2020-02-06	2/6/2020	161576		3858	\$1902.96
	PAYROLL - 2020-02-06	2/6/2020	161577		4485	\$2064.43
	PAYROLL - 2020-02-06	2/6/2020	161578		4013	\$2972.14
	PAYROLL - 2020-02-06	2/6/2020	161579		4333	\$2469.44
	PAYROLL - 2020-02-06	2/6/2020	161580		3468	\$1776.83
	PAYROLL - 2020-02-06	2/6/2020	161581		4976	\$1922.75
	PAYROLL - 2020-02-06	2/6/2020	161582		3831	\$1785.26
	PAYROLL - 2020-02-06	2/6/2020	161583		4802	\$1365.48
	PAYROLL - 2020-02-06	2/6/2020	161584		3853	\$1739.05
	PAYROLL - 2020-02-06	2/6/2020	161585		4707	\$1443.61
	PAYROLL - 2020-02-06	2/6/2020	161586		4606	\$1823.81
	PAYROLL - 2020-02-06	2/6/2020	161587		4620	\$1321.81
	PAYROLL - 2020-02-06	2/6/2020	161588		4542	\$1909.12
	PAYROLL - 2020-02-06	2/6/2020	161589		3787	\$1322.42
	PAYROLL - 2020-02-06	2/6/2020	161590		4893	\$2595.22
	PAYROLL - 2020-02-06	2/6/2020	161591		4984	\$1364.32
	PAYROLL - 2020-02-06	2/6/2020	161592		3866	\$1542.20
	PAYROLL - 2020-02-06	2/6/2020	161593		4738	\$1857.59
	PAYROLL - 2020-02-06	2/6/2020	161594		4040	\$2115.15
	PAYROLL - 2020-02-06	2/6/2020	161595		4673	\$2752.04
	PAYROLL - 2020-02-06	2/6/2020	161596		3534	\$1847.98
	PAYROLL - 2020-02-06	2/6/2020	161597		3058	\$2.85
	PAYROLL - 2020-02-06	2/6/2020	161598		3482	\$1880.30
	PAYROLL - 2020-02-06	2/6/2020	161599		4566	\$1933.60
	PAYROLL - 2020-02-06	2/6/2020	161600		4978	\$1492.33
	PAYROLL - 2020-02-06	2/6/2020	161601		4262	\$1134.72
	PAYROLL - 2020-02-06	2/6/2020	161602		4883	\$1705.36

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161603		4001	\$2003.59
	PAYROLL - 2020-02-06	2/6/2020	161604		3489	\$2070.79
	PAYROLL - 2020-02-06	2/6/2020	161605		4043	\$6363.53
	PAYROLL - 2020-02-06	2/6/2020	161606		4104	\$2307.28
	PAYROLL - 2020-02-06	2/6/2020	161607		4723	\$1798.98
	PAYROLL - 2020-02-06	2/6/2020	161608		4069	\$1678.98
	PAYROLL - 2020-02-06	2/6/2020	161609		3020	\$1530.76
	PAYROLL - 2020-02-06	2/6/2020	161610		4987	\$1493.67
	PAYROLL - 2020-02-06	2/6/2020	161611		3808	\$1662.29
	PAYROLL - 2020-02-06	2/6/2020	161612		4980	\$1583.63
	PAYROLL - 2020-02-06	2/6/2020	161613		4927	\$1748.56
	PAYROLL - 2020-02-06	2/6/2020	161614		4527	\$1245.07
	PAYROLL - 2020-02-06	2/6/2020	161615		4950	\$1709.35
	PAYROLL - 2020-02-06	2/6/2020	161616		4925	\$1697.24
	PAYROLL - 2020-02-06	2/6/2020	161617		3813	\$2668.07
	PAYROLL - 2020-02-06	2/6/2020	161618		4878	\$2765.94
	PAYROLL - 2020-02-06	2/6/2020	161619		3816	\$2639.63
	PAYROLL - 2020-02-06	2/6/2020	161620		4321	\$1061.45
	PAYROLL - 2020-02-06	2/6/2020	161621		3729	\$1806.36
	PAYROLL - 2020-02-06	2/6/2020	161622		3852	\$1835.48
	PAYROLL - 2020-02-06	2/6/2020	161623		4990	\$1261.94
	PAYROLL - 2020-02-06	2/6/2020	161624		4320	\$1775.63
	PAYROLL - 2020-02-06	2/6/2020	161625		4071	\$1207.33
	PAYROLL - 2020-02-06	2/6/2020	161626		3011	\$2587.08
	PAYROLL - 2020-02-06	2/6/2020	161627		4991	\$1335.11
	PAYROLL - 2020-02-06	2/6/2020	161628		3015	\$962.23
	PAYROLL - 2020-02-06	2/6/2020	161629		4804	\$2089.87
	PAYROLL - 2020-02-06	2/6/2020	161630		4885	\$2798.00
	PAYROLL - 2020-02-06	2/6/2020	161631		3604	\$1843.52

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161632		4818	\$1749.01
	PAYROLL - 2020-02-06	2/6/2020	161633		4796	\$1693.73
	PAYROLL - 2020-02-06	2/6/2020	161634		3009	\$1436.15
	PAYROLL - 2020-02-06	2/6/2020	161635		4039	\$1809.31
	PAYROLL - 2020-02-06	2/6/2020	161636		4884	\$1676.21
	PAYROLL - 2020-02-06	2/6/2020	161637		4601	\$1249.59
	PAYROLL - 2020-02-06	2/6/2020	161638		3253	\$885.90
	PAYROLL - 2020-02-06	2/6/2020	161639		3800	\$1652.15
	PAYROLL - 2020-02-06	2/6/2020	161640		4881	\$1132.19
	PAYROLL - 2020-02-06	2/6/2020	161641		4661	\$1826.13
	PAYROLL - 2020-02-06	2/6/2020	161642		4877	\$1719.32
	PAYROLL - 2020-02-06	2/6/2020	161643		4721	\$1626.77
	PAYROLL - 2020-02-06	2/6/2020	161644		4820	\$1585.17
	PAYROLL - 2020-02-06	2/6/2020	161645		3642	\$1717.76
	PAYROLL - 2020-02-06	2/6/2020	161646		3359	\$1646.52
	PAYROLL - 2020-02-06	2/6/2020	161647		4142	\$1063.42
	PAYROLL - 2020-02-06	2/6/2020	161648		4609	\$2620.94
	PAYROLL - 2020-02-06	2/6/2020	161649		4938	\$1655.16
	PAYROLL - 2020-02-06	2/6/2020	161650		2130	\$1818.23
	PAYROLL - 2020-02-06	2/6/2020	161651		4799	\$774.97
	PAYROLL - 2020-02-06	2/6/2020	161652		4292	\$425.69
	PAYROLL - 2020-02-06	2/6/2020	161653		3050	\$2137.54
	PAYROLL - 2020-02-06	2/6/2020	161654		4712	\$581.28
	PAYROLL - 2020-02-06	2/6/2020	161655		4954	\$186.74
	PAYROLL - 2020-02-06	2/6/2020	161656		4051	\$956.62
	PAYROLL - 2020-02-06	2/6/2020	161657		4961	\$626.08
	PAYROLL - 2020-02-06	2/6/2020	161658		4953	\$954.91
	PAYROLL - 2020-02-06	2/6/2020	161659		4531	\$1791.86
	PAYROLL - 2020-02-06	2/6/2020	161660		4970	\$601.94

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PAYROLL - 2020-02-06	2/6/2020	161661		4897	\$700.33
	PAYROLL - 2020-02-06	2/6/2020	161662		4971	\$161.84
	PAYROLL - 2020-02-06	2/6/2020	161663		4704	\$719.52
	PAYROLL - 2020-02-06	2/6/2020	161664		3661	\$878.59
	PAYROLL - 2020-02-06	2/6/2020	161665		4180	\$1674.19
	PAYROLL - 2020-02-06	2/6/2020	161666		3911	\$696.66
	PAYROLL - 2020-02-06	2/6/2020	161667		3918	\$1099.51
	PAYROLL - 2020-02-06	2/6/2020	161668		4910	\$769.66
	PAYROLL - 2020-02-06	2/6/2020	161669		3745	\$1613.76
	PAYROLL - 2020-02-06	2/6/2020	161670		3366	\$1083.57
	PAYROLL - 2020-02-06	2/6/2020	161671		4999	\$1839.18
	PAYROLL - 2020-02-06	2/6/2020	161672		4511	\$1062.28
	PAYROLL - 2020-02-06	2/6/2020	161673		4172	\$628.19
	PAYROLL - 2020-02-06	2/6/2020	161674		3739	\$1385.98
	PAYROLL - 2020-02-06	2/6/2020	161675		4280	\$677.74
	PAYROLL - 2020-02-06	2/6/2020	161676		4777	\$1454.88
	PAYROLL - 2020-02-06	2/6/2020	161677		4853	\$446.51
	PAYROLL - 2020-02-06	2/6/2020	161678		4339	\$288.66
	PAYROLL - 2020-02-06	2/6/2020	161679		3460	\$372.16
	PAYROLL - 2020-02-06	TOTALS:				\$1,099,219.05
PENSION - 2020-01-31	PENSION - 2020-01-31	1/31/2020	5357	N	3338	\$883.26
	PENSION - 2020-01-31	1/31/2020	5358	N	704	\$856.17
	PENSION - 2020-01-31	1/31/2020	5359	N	675	\$709.25
	PENSION - 2020-01-31	1/31/2020	5360	N	4268	\$472.93
	PENSION - 2020-01-31	1/31/2020	5361	N	3453	\$1146.01
	PENSION - 2020-01-31	1/31/2020	5362	N	423	\$654.40
	PENSION - 2020-01-31	1/31/2020	5363	N	87	\$677.74
	PENSION - 2020-01-31	1/31/2020	5364	N	89	\$797.00
	PENSION - 2020-01-31	1/31/2020	5365	N	3218	\$1371.15

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	DD AMT
	PENSION - 2020-01-31	1/31/2020	5366	N	3757	\$737.53
	PENSION - 2020-01-31	1/31/2020	5367	N	35	\$1987.66
	PENSION - 2020-01-31	1/31/2020	5368	N	4918	\$720.83
	PENSION - 2020-01-31	1/31/2020	5369	N	985	\$775.37
	PENSION - 2020-01-31	1/31/2020	5370	N	3597	\$985.36
	PENSION - 2020-01-31	1/31/2020	5371	N	4236	\$1061.94
	PENSION - 2020-01-31	1/31/2020	5372	N	40	\$2809.33
	PENSION - 2020-01-31	1/31/2020	5373	N	3582	\$1106.29
	PENSION - 2020-01-31	1/31/2020	5374	N	3337	\$357.43
	PENSION - 2020-01-31	1/31/2020	5375	N	4917	\$785.03
	PENSION - 2020-01-31	1/31/2020	5376	N	927	\$979.11
	PENSION - 2020-01-31	1/31/2020	5377	N	651	\$474.44
	PENSION - 2020-01-31	1/31/2020	5378	N	2914	\$596.45
	PENSION - 2020-01-31	1/31/2020	5379	N	868	\$348.72
	PENSION - 2020-01-31	1/31/2020	5380	N	3542	\$285.97
	PENSION - 2020-01-31	1/31/2020	5381	N	3187	\$987.31
	PENSION - 2020-01-31	1/31/2020	5382	N	914	\$1237.00
	PENSION - 2020-01-31	1/31/2020	5383	N	4430	\$839.38
	PENSION - 2020-01-31	1/31/2020	5384	N	777	\$1965.03
	PENSION - 2020-01-31	1/31/2020	5385	N	283	\$368.68
	PENSION - 2020-01-31	1/31/2020	5386	N	557	\$373.69
	PENSION - 2020-01-31	1/31/2020	5387	N	421	\$774.60
	PENSION - 2020-01-31	TOTALS:				\$28,125.06

2/10/2020 12:04:20 PM

Payroll Wires / ACH for 1/27/2020 thru 2/7/2020

PR-WIRESACH-001

Effective Date	WIRE #	MUNIS VENDOR	PAYEE	WIRE AMOUNT	EFFECTIVE DATE	PAYMENT METHOD
01/31/2020	11360	10696	UNITED STATES TREASURY	\$954.78	01/31/2020	W
			EFFECTIVE DATE TOTAL	\$954.78		
02/06/2020	11361	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$417.04	02/06/2020	W
	11362	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$313,883.01	02/06/2020	W
	11363	10348	ICMA	\$193,946.54	02/06/2020	W
	11364	10460	EMPLOYMENT SECURITY DEPT	\$6,967.78	02/06/2020	W
	11365	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$6,489.12	02/06/2020	W
	11366	10694	CHILD SUPPORT VENDORS	\$275.00	02/06/2020	W
	11367	10696	UNITED STATES TREASURY	\$342,690.71	02/06/2020	W
	11368	10698	RICHLAND POLICE GUILD	\$8,007.89	02/06/2020	W
	11369	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,157.66	02/06/2020	W
	11370	10702	DIVISION OF CHILD SUPPORT	\$6,564.08	02/06/2020	W
	11371	10736	CITY OF RICHLAND	\$5,646.88	02/06/2020	W
	11372	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,112.14	02/06/2020	W
	11373	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$503,984.10	02/06/2020	W
	11374	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,483.83	02/06/2020	W
	11375	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$31,320.15	02/06/2020	W
	11376	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,731.76	02/06/2020	W
	11377	10787	CITY OF RICHLAND CIGNA LIFE	\$10,326.75	02/06/2020	W
	11378	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$2,223.70	02/06/2020	W
	11379	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,787.77	02/06/2020	W
	11380	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$165.20	02/06/2020	W
	11381	10791	CITY OF RICHLAND ER POST RETIREMENT	\$74,880.00	02/06/2020	W
	11382	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$29,120.00	02/06/2020	W
	11383	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$23,596.25	02/06/2020	W
			EFFECTIVE DATE TOTAL	\$1,573,777.36		
Total			WIRE TOTAL FOR SELECTED TIME PERIOD	\$1,574,732.14		