



Agenda
City Council Regular Meeting
Tuesday, April 21, 2015
City Hall Council Chamber | 505 Swift Boulevard

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

Executive Session

1. Per RCW 42.30.110 (1) (g): Review Qualifications of Applicant for Public Employment or Review the Performance of a Public Employee (60 minutes)
 - Heather Kintzley, City Attorney

Agenda Item:

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

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. Allied Arts Building Remodel Update (5 minutes)
 - Bob Allen, President, The Gallery at the Park
4. CityView Video:
Library's New Hoopla Service
 - Trish Herron, Communications and Marketing Manager
5. 2014 Arts Recognition Awards for Outstanding Contributions to Arts & Culture in Richland (5 minutes)
 - Justin Raffa, Arts Commission Chairman

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

6. Declaring 1.04 Acres of Real Property Located North of Columbia Community Church to be Surplus to City needs - Resolution No. 76-15
 - Bill King, Deputy City Manager

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

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

Minutes:

7. Approve the Minutes of the Council Meeting held April 7, 2015
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 23-15, Amending RMC Title 23: Zoning Regulations, Regarding Setbacks for Private Swimming Pools on Double Frontage Lots
- Rick Simon, Development Services Manager

Ordinances - Second Reading/Passage:

9. Ordinance No. 15-15, Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds to Columbia Basin BMX
- Joe Schiessl, Parks and Public Facilities Director
10. Ordinance No. 17-15, Authorizing Eminent Domain for the Center Parkway Project Right-of-Way
- Pete Rogalsky, Public Works Director
11. Ordinance No. 18-15, Establishing the Preliminary Assessment Roll for the Reata Road Area Utility Local Improvement District (LID) No. 197
- Pete Rogalsky, Public Works Director
12. Ordinance No. 19-15, Amending RMC Title 3: Finance, Revising an Existing LID Fund and Creating the Special Assessment Construction Fund
- Cathleen Koch, Administrative Services Director
13. Ordinance No. 20-15, Rezoning of 1.1 Acres on Columbia Point Drive and Approving a Shoreline Permit for Construction of a Restaurant (Closed Record)
- Rick Simon, Development Services Manager
14. Ordinance No. 21-15, Amending RMC Title 15, Relating to Solid Waste Disposal Rates
- Pete Rogalsky, Public Works Director
15. Ordinance No. 22-15, Increasing the 2015 Budget Appropriation in Water Administration and the Capital Improvement Plan
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

16. Resolution No. 46-15, Authorizing an Agreement with WestCliffe, Inc. for City Financial Participation in Water Pipeline Construction
- Pete Rogalsky, Public Works Director
17. Resolution No. 75-15, Authorizing Right-of-Way Acquisitions for the Center Parkway Project
- Pete Rogalsky, Public Works Director
18. Resolution No. 76-15, Declaring 1.04 Acres of Real Property Located North of Columbia Community Church to be Surplus Property
- Bill King, Deputy City Manager
19. Resolution No. 77-15, Approving the Revised Master Plan for John Dam Plaza
- Phil Pinard, Planning and Capital Projects Manager

20. Resolution 82-15, Approving the Final Plat of White Bluffs Phase 2
 - Rick Simon, Development Services Manager
21. Resolution No. 83-15, Approving the Final Plat of Copperleaf Phase 3
 - Rick Simon, Development Services Manager
22. Resolution No. 84-15 Authorizing a Contract Modification with Public Financial Management, Inc. for Professional Services Related to Financing for the City's Electric Utility
 - Bob Hammond, Energy Services Director
23. Resolution No. 88-15, Authorizing a Professional Service Agreement with Architects West for Swift Corridor: City Hall Predesign Services
 - Joe Schiessl, Parks and Public Facilities Director

Expenditures - Approval:

24. Expenditures from March 30, 2015 - April 10, 2015 for \$5,326,101.56 including Check Nos. 221515-222064, Wire Nos. 5867-5877, Payroll Check Nos. 99939-99949, and Payroll Wire/ACH Nos. 8932-8952
 - Cathleen Koch, Administrative Services Director

Items of Business:

25. Resolution No. 87-15, Authorizing a Consultant Agreement with Vision Technology Solutions, LLC, dba Vision Internet Providers, for Website Development and Hosting Services
 - Trish Herron, Communications and Marketing Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

Richland City Hall is ADA accessible. Council Chamber parking and access is available at the entrance facing George Washington Way. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the City Council Meeting by calling the City Clerk's Office at 942-7388.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Executive Session

Key Element:

Subject:

Per RCW 42.30.110 (1) (g): Review Qualifications of Applicant for Public Employment or Review the Performance of a Public Employee (60 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Presentations

Key Element:

Subject:

Allied Arts Building Remodel Update (5 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Presentations

Key Element:

Subject:

CityView Video:

Library's New Hoopla Service

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Presentations

Key Element:

Subject:

2014 Arts Recognition Awards for Outstanding Contributions to Arts & Culture in Richland (5 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Arts Commission Item

Recommended Motion:

Summary:

Each year, the Arts Commission selects one individual and one organization to recognize for their outstanding contributions to arts and culture in Richland. The awards for 2014 contributions to arts and culture in Richland have been awarded to Debra Pearse Rogo of the Mid-Columbia Ballet and Tri-Cities Academy of Ballet and Music, and the Tri-Cities Chinese-American Association.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Public Hearing

Key Element: Key 3 - Economic Vitality

Subject:

Declaring 1.04 Acres of Real Property Located North of Columbia Community Church to be Surplus to City needs - Resolution No. 76-15

Department:

Community & Development Services

Ordinance/Resolution Number:

76-15

Document Type:

Planning Commission Item

Recommended Motion:

No action at this time.

Summary:

The City owns a 100 foot wide corridor of land north of Columbia Community Church between Venus Circle and Bellerive Drive. The northern portion of property accommodates an existing trail. Also land on either end is used to capture storm water. The remaining 1.04 acres is currently unused by the City and being considered as part of an exchange for property on Little Badger Mountain. Before the property can be exchanged it more be found surplus to City needs. In accordance with RMC 3.06, this public hearing will be held for Council to receive input on the proposal to declare the 1.04 acres as surplus to the City's needs.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meeting held April 7, 2015

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on April 7, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

- I. Draft April 7, 2015 Council Meeting Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 7, 2015

Draft

Pre-Meeting:

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

Attendance:

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

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Energy Services Director Hammond and City Clerk Hopkins.

Discussion of Meeting Agenda Items:

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting as follows:

Council Member Christensen requested a map of the eminent domain area be included with the ordinance in the next agenda packet.

Mayor Rose distributed invitations to the Department of Energy and the National Park Service open house on the Manhattan Project National Historical Park, April 15 at 4:30-6:30 p.m. at the PNNL Computational Sciences Facility, 3300 Stevens Drive, Richland, WA.

Mr. Hammond said he attended the pre-meeting to answer any questions on the agenda items from his department.

Ms. Kintzley said the Tri City Railroad plans to submit comments about the eminent domain at the April 22, 2015, Council meeting as they have concerns about the project.

Council Member Thompson would like to amend the 2015 City Manager's goals with an addition he would like to suggest at an executive session at the next Council pre-meeting.

Mr. King said there may be members of the Housing and Community Development Advisory Committee that may speak against dissolving the committee and transferring the duties to the Planning Commission.

Ms. Johnson said interviews for the Community Development Director are underway and a reception for the final candidates is scheduled for April 22.

Regular Meeting:

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

Welcome and Roll Call:

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

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

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Police Services Director Skinner, Public Works Director Rogalsky, Energy Services Director Hammond, Parks and Public Facilities Director Schiessl, and City Clerk Hopkins.

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED.THE MOTION CARRIED 7-0.

Presentations:

I. New Hire Introduction

- Allison Jubb, Human Resources Director

Ms. Jubb said the four new Fire Fighters, began January 5, 2015, and have attended Bates Fire Academy for the last 12 weeks. After completing additional training, they will begin working in late April. Ms. Jubb introduced the new hires, Josh Croshaw, Noah Bowen, Tim Estell and Jennifer Dawson.

Public Hearing:

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

1. Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds - Ordinance No. 15-15
 - Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl said Washington State statutes require that a public hearing be held prior to an increase in appropriations is funded through exiting reserves. Ordinance No. 15-15, is on the consent calendar and proposes to increase appropriations in the Park Reserve fund to utilize undesignated park reserve monies to fund the contribution of partially reimbursing the building permit fee for the restroom/concession building for the BMX facility at the Horn Rapids Athletic Complex.

Mayor Rose opened the public hearing at 7:38 p.m. and closed the hearing at 7:38:15 p.m. as there were no public comments.

2. Proposed Increase in 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan - Ordinance No. 22-15
 - Pete Rogalsky, Public Works Director

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

Mayor Rose opened the public hearing at 7:40 p.m. and closed the hearing at 7:40:15 p.m. as there were no public comments.

Public Comments: There were no public comments.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

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

Ordinances - First Reading:

2. Ordinance No. 15-15, Amending the Budget and Authorizing Allocation of \$4,685 of Undesignated Park Reserve Funds to Columbia Basin BMX
- Phil Pinard, Planning and Capital Projects Manager
3. Ordinance No. 17-15, Authorizing Eminent Domain for the Center Parkway Project Right-of-Way
- Pete Rogalsky, Public Works Director
3. Ordinance No. 18-15, Establishing the Preliminary Assessment Roll for the Reata Road Area Utility Local Improvement District (LID) No. 197
- Pete Rogalsky, Public Works Director
4. Ordinance No. 19-15, Amending RMC Title 3: Finance, Revising an Existing LID Fund and Creating the Special Assessment Construction Fund
- Cathleen Koch, Administrative Services Director
5. Ordinance No. 20-15, Rezoning of 1.1 acres on Columbia Point Drive and Approving a Shoreline Permit for Construction of a Restaurant (Closed Record)
- Rick Simon, Development Services Manager
6. Ordinance No. 21-15, Amending RMC Title 15, Relating to Solid Waste Disposal Rates
- Pete Rogalsky, Public Works Director
7. Ordinance No. 22-15, Increasing 2015 Budget Appropriations in Water Administration and the Capital Improvement Plan
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

8. Ordinance No. 12-15, Increasing 2015 Budget Appropriations to Include the 2014 Budget Carryovers
- Cathleen Koch, Administrative Services Director
9. Ordinance No. 14-15, Amending RMC Sections 2.13 and 2.16, Dissolving the Housing and Community Development Advisory Committee and Transferring Duties to the Planning Commission
- Bill King, Deputy City Manager

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

Resolutions – Adoption:

11. Resolution No. 01-15, Authorizing Execution of a Consulting Agreement with HDR Engineering, Inc., for a Four-Year Construction Work Plan and Substation Site Acquisition Services.
- Bob Hammond, Energy Services Director
12. Resolution No. 57-15, Authorizing Execution of Agreement with Washington State Department of Natural Resources (DNR) for an Urban and Community Forestry Program Grant
- Phil Pinard, Planning and Capital Projects Manager
13. Resolution No. 58-15, Approve Substantial Amendment to Community Development Block Grant 2013 and 2014 Annual Action Plans Allocating Additional Funding to Public Works ADA 2015 CDBG Activity
- Bill King, Deputy City Manager
14. Resolution No. 59-15, Authorizing the City Manager to Execute an Agreement with TestAmerica, Inc. for 2015 Landfill Groundwater and Gas Laboratory Testing
- Pete Rogalsky, Public Works Director
15. Resolution No. 60-15, Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonds
- Bob Hammond, Energy Services Director
16. Resolution Nos. 61-15, 62-15 and 63-15 Appointments and Reappointments to the Code Enforcement Board, Parks and Recreation Commission and Arts Commission
- Heather Kintzley, City Attorney
17. Resolution Nos. 64-15 through 67-15, Expressing Appreciation to Wayne Bell, Jackie Valentino, Janis Rose and Anneke Rachinski for their Service on the City's Boards, Commissions or Committees
- Heather Kintzley, City Attorney
18. Resolution No. 68-15, Naming a Private Street Located North of Keene Road and East of Duportail Street as "Lincoln Landing"
- Rick Simon, Development Services Manager
19. Resolution No. 69-15, Authorizing Execution of Agreement with U.S. Department of Energy for the Purchase of 1001 Elliot Street
- Brian Moore, Redevelopment Project Supervisor

20. Resolution No. 70-15, Authorizing the City Manager to Sign and Execute an Agreement with Blackline, Inc. for \$257,517.49 for Construction of the 2015 Slurry Seal Project
- Pete Rogalsky, Public Works Director
21. Resolution No. 72-15, Approving the Final Plat of Phase XIII of the Plat of Westcliffe.
- Rick Simon, Development Services Manager
22. Resolution No. 73-15, Authorizing Execution of an Interlocal Cooperation Agreement with Columbia Basin College for Planning and Coordination of the Downtown Richland Educational Campus
- Brian Moore, Redevelopment Project Supervisor
23. Resolution No. 74-15, Authorizing the City Manager to Execute an Agreement with Parametrix, Inc. for Landfill Monitoring, Sampling and Reporting
- Pete Rogalsky, Public Works Director

Items for Approval:

24. Authorize Travel for Mayor Rose, Mayor Pro Tem Lemley and Council Member Thompson
- Cindy Johnson, City Manager
25. 2015 City Manager's Goals
- David Rose, Mayor

Expenditures - Approval:

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

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

Reports and Comments:

1. City Manager Johnson said she and Mr. King met with Kadlec officials to discuss the tower structure plan. The Kadlec staff requested to share the plans and drawings with Council in an upcoming meeting.
2. Mayor Pro Tem Lemley gave details for the following events he attended: the Annual Employee Recognition Breakfast, noting the Blood from a Turnip award winners were Bill King and Rachell Parker; the Police Services Badging Ceremony; the Council on Aging Board meetings; a Tri-Cities Regional Chamber of Commerce luncheon with Mayor Rose and Council Member Kent; he testified at the hearing for the Transportation Hearing Commission in Olympia; the Benton-

Franklin Community Action Committee annual banquet event; the Richland Parks Department's Mr. Bunny Celebration; the White House Conference on Aging; the meeting with the Richland Fire and Emergency Services and the Arts Commission to discuss the proposed new art piece for the new Fire Station No. 74; and attended the memorial service for Lloyd Swain with Mayor Rose.

3. Mayor Rose said the Department of Energy and the National Park Service is hosting an open house on the Manhattan Project National Historical Park, April 15 at 4:30-6:30 p.m. at the PNNL Computational Sciences Facility, 3300 Stevens Drive, Richland, WA, and invited all to attend.

Adjournment:

Mayor Rose adjourned the meeting at 7:53 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Ordinance No. 23-15, Amending RMC Title 23: Zoning Regulations, Regarding Setbacks for Private Swimming Pools on Double Frontage Lots

Department:

Community & Development Services

Ordinance/Resolution Number:

23-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 23-15, providing for swimming pools on residential double frontage lots.

Summary:

The existing Richland Municipal Code sets forth standards for the placement of private swimming pools on residential lots. Generally, swimming pools are required to be placed in the rear yards of residential lots; however, in the case of lots that adjoin two streets on opposite sides (often referred to as "double frontage lots"), the existing code defines both sides of the lot adjacent to the street as a front yard. Consequently, there is no rear yard on such lots and no code compliant location for a swimming pool.

The proposed code amendment addresses this situation by allowing pools on double frontage lots provided that they are set back a minimum of twenty feet from a public right-of-way. The Planning Commission considered this proposed amendment at their regular meeting of March 25, 2015, and have recommended approval of the proposed code amendment.

Fiscal Impact:

There will be no direct fiscal impacts resulting from this code amendment.

Attachments:

1. Ordinance No. 23-15
2. Staff Report to Planning Commission

ORDINANCE NO. 23-15

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 23: Zoning Regulations, regarding setbacks for private swimming pools on through lots.

WHEREAS, the City's current zoning regulations allow private swimming pools on residential lots subject to certain requirements that require pools to be located in the rear yard; and

WHEREAS, the definitions set forth in the Richland Municipal Code (RMC) establish that any yard adjacent to a street is considered a front yard; and

WHEREAS, there are double frontage residential lots within the City, lying adjacent to public streets on two opposite sides; and

WHEREAS, by the definition of front and rear yards contained in the RMC, such double frontage lots do not have a rear yard and therefore do not provide an option for allowing a private swimming pool; and

WHEREAS, the Planning Commission conducted a legally advertised hearing to consider the proposed code amendments on March 25, 2015 and have offered a recommendation for an approval of a code amendment that would allow swimming pools to be located on double frontage lots.

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

Section 1.01 Richland Municipal Code Title 23, Section 23.42.300 entitled Swimming pools, as enacted by Ordinance No. 28-05 and last amended by Ordinance No. 32-11, shall be amended to read as follows:

23.42.300 Swimming pools. All private swimming pools located in an AG, SAG, R-1-12, R-1-10, R-2, R-2S and R-3 zone capable of holding 24 inches or more of water shall be located in the back half or rear yard of the lot, or shall be located a minimum of 75 feet from a street right-of-way; except that ~~this provision shall not apply to hot tubs as defined in RMC 23.06.500~~ pools may be located a minimum of 20 feet from a street right-of-way or private street on any lot that is bordered on two or more sides by a public right-of-way or is accessed via a private access drive and also abuts a public street.

This provision shall not apply to hot tubs as defined in RMC 23.06.500. Public and semi-public pools shall meet the provisions of RMC 23.42.210 Recreational Clubs. [Ord. 28-05 § 1.02; Ord. 19-07; Ord. 32-11 § 15].

Section 1.02 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this ____ day of _____, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2015-104

PREPARED BY: RICK SIMON
MEETING DATE: MARCH 25, 2015

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND Z2015-104

REQUEST: TEXT AMENDMENTS TO SECTION 23.42.300 OF THE
MUNICIPAL CODE CONCERNING SWIMMING POOLS ON
RESIDENTIAL LOTS

LOCATION: CITYWIDE

REASON FOR REQUEST:

The current provisions in the City code concerning the placement of swimming pools do not address double frontage lots.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed amendments to the city's development regulations and submits that:

1. The existing City code, under Section 23.42.300 mandates that private swimming pools be located in the rear yard, the back half of the lot or be setback a minimum of 75 feet from a public street. The effect of this regulation is to preclude a double frontage lot from having a swimming pool;
2. The proposed code amendments to RMC Section 23.42.300 would provide an option to land owners who wish to install private swimming pools on a double frontage lot;
3. The proposed code amendments would relax the standards by requiring that pools be setback a minimum of 20 feet from a public or private street when a lot is bordered on two or more sides by public and/or private streets;
4. Based upon the above findings and conclusions, the adoption of the City's amendments to Section 23.42.300 of the Richland Municipal Code – Swimming Pools is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2015-104) and recommend to the City Council adoption of the proposed amendments to Section 23.42.300 of the Richland Municipal Code – Swimming Pools.

ATTACHMENTS

A. Supplemental Information

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code provides for swimming pools in residential zones. Section 23.42.300 reads as follows:

All private swimming pools located in an AG, SAG, R-1-12, R-1-10, R-2, R-2S and R-3 zone capable of holding 24 inches or more of water shall be located in the back half or rear yard of the lot, or shall be located a minimum of 75 feet from a street right-of-way; except that this provision shall not apply to hot tubs as defined in RMC 23.06.500. Public and semi-public pools shall meet the provisions of RMC 23.42.210, Recreational clubs.

In order to better understand how to interpret this code language, the following definition of terms from the city code is provided:

23.06.975 Yard.

“Yard” means an open space of uniform width or depth on the same lot with a building or a group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward, except for the certain exceptions specified in this title. In measuring a yard, as hereinafter provided, the “line of a building” shall be deemed to mean a line parallel to or concentric with the nearest lot line drawn through the point of a building or the point of a group of buildings nearest to such a lot line, exclusive of the exceptions referenced above, and the measurements shall be taken from the line of the building to the nearest lot line.

23.06.980 Yard, front.

“Yard, front” means a yard extending the full width of the site and measured as to depth at the least horizontal distance between the street right-of-way line and the exterior wall.

23.06.575 Lot line, front.

“Lot line, front” means, in the case of an interior lot, a line separating the lot from the street; in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street; except in those cases in a C-1 district where a lot has two or more street frontages of equal length or nearly equal length, the front lot line shall be considered to be the line adjoining the street which the comprehensive plan shows is intended to carry the heaviest traffic flow.

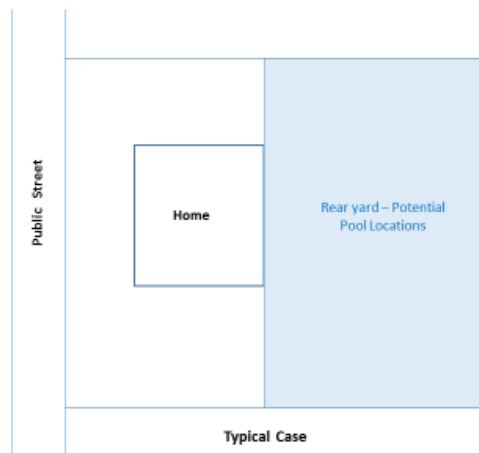
23.06.983 Yard, rear.

“Yard, rear” means a yard which extends the full width of the site and is measured as to depth at the least horizontal distance between the rear lot line and the exterior wall.

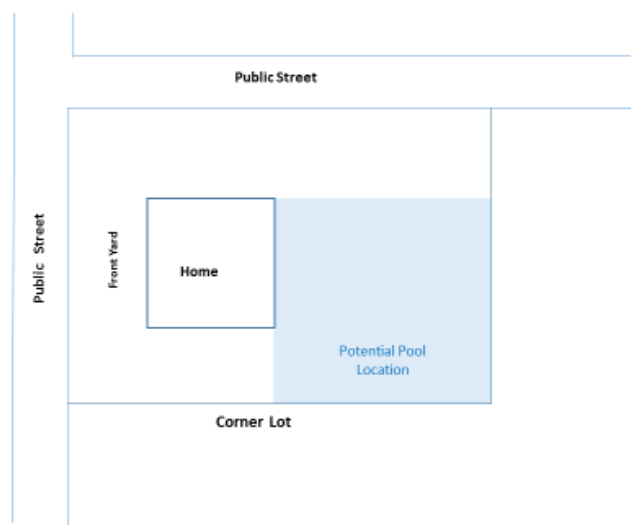
23.06.577 Lot line, rear.

“Lot line, rear” means the lot line which is generally opposite the front lot line. If the rear lot line is less than 10 feet in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a line parallel to the front lot line, not less than 10 feet long, lying wholly within the lot and farthest from the front lot line.

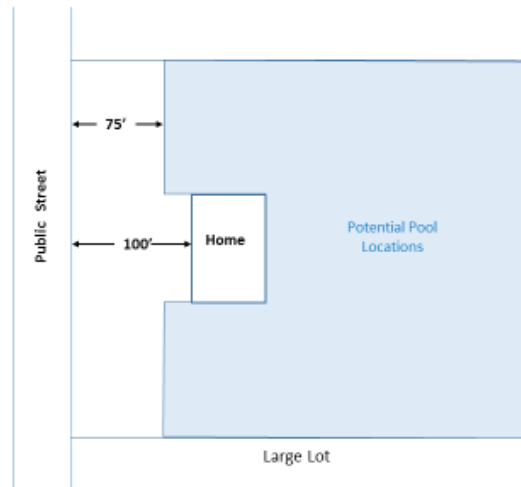
In the most common case, a pool would be located on a lot in this manner:



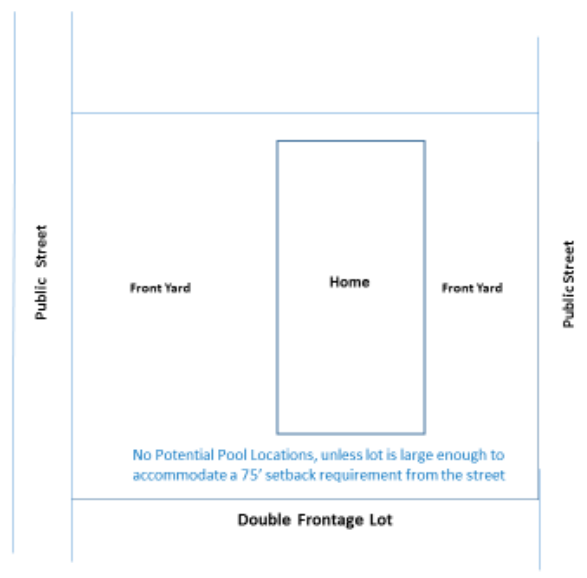
On a corner lot, pool placement would be as follows:



On a very large lot, pool could even be placed on the lot so that the pool is closer to the street than the residence.



In the case of a double frontage lot, because the term front yard is defined as being adjacent to a street, there are no options for the placement of a pool:



PROPOSED AMENDMENTS

23.42.300 Swimming pools. *All private swimming pools located in an AG, SAG, R-1-12, R-1-10, R-2, R-2S and R-3 zone capable of holding 24 inches or more of water shall*

be located in the back half or rear yard of the lot, or shall be located a minimum of 75 feet from a street right-of-way; except that pools may be located a minimum of 20 feet from a street right-of-way or private street on any lot that is bordered on two or more sides by a public right-of-way or is accessed via a private access drive and also abuts a public street. ‡This provision shall not apply to hot tubs as defined in RMC 23.06.500. Public and semi-public pools shall meet the provisions of RMC 23.42.210, Recreational clubs.

ANALYSIS

The proposed code amendments would make provisions for lot owners to place a pool on a lot that has two, opposite street frontages. While such double frontage lots are not as common as corner lots, there are quite a number scattered throughout the City. They are typically created when lots that are adjacent to collector or arterial streets are provided access from a local street. They are also somewhat common in the newer hillside subdivisions in South Richland. For this limited circumstance, the proposed amendment would benefit those lot owners whose only option under the existing code is to apply for a variance.

SUMMARY

The proposed amendments to the City's regulations pertaining to private swimming pools are desirable in providing more flexibility to land owners who wish to install this common accessory structure.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 6 - Community Amenities

Subject:

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

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

15-15

Document Type:

Ordinance

Recommended Motion:

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

Summary:

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

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

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

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

Council gave first reading to Ordinance 15-15 at its regularly-scheduled meeting on April 7, 2015. No exceptions were taken.

Fiscal Impact:

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

Attachments:

- I. Ordinance 15-15

ORDINANCE NO. 15-15

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

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

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

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

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

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

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

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

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

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

Park Reserve Fund

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

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

Section 5. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

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

Department:
Public Works

Ordinance/Resolution Number:
17-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 17-15, authorizing eminent domain proceedings for the Center Parkway project.

Summary:

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

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

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

The proposed ordinance includes a finding by the City Council that the Center Parkway Extension is a necessary public use. The ordinance provides authority for the City Manager to implement various activities to complete the property acquisitions after further consultation with the City Council. A similar ordinance was approved by the Kennewick City Council at its April 14 meeting. The Kennewick ordinance delegates implementation of any eminent domain proceeding to Richland, as contemplated in the interlocal agreement. Staff recommends approval of the ordinance.

On April 7, 2015, Council gave first reading of the ordinance.

Fiscal Impact:
Yes

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

Attachments:

1. Ordinance No. 17-15 - Center Parkway Eminent Domain
2. Right of Way Acquisition Map

ORDINANCE NO. 17-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Effective Date: This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015

EXHIBIT 1

Property Descriptions

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

That portion of the West ½ of the Southeast ¼ of Section 30, Township 9 North, Range 29 East of the Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Beginning at the Northeast corner of Parcel 1 of Record of Survey No. 2966, as recorded in Volume 1 of Surveys on Page No. 2966, records of said County and State; Said corner is lying on the Southerly right-of-way of Tapteal Drive as shown on said Survey; Thence North 69°56'55" West a distance of 230.22 feet along the Northerly line of said Parcel and said Southerly right-of-way, to the Northwest corner of said Parcel 1, and the **TRUE POINT of BEGINNING**, and the beginning of a 30.00 foot radius tangent curve to the left; Thence Southwesterly a distance of 48.19 feet along the arc of said curve through a central angle of 92°01'52" along the Westerly line of said Parcel 1, to the beginning of a 700.00 foot radius tangent compound curve to the left; Thence Southwesterly a distance of 227.91 feet along the arc of said curve through a central angle of 18°39'16", along the Westerly line of said Parcel 1, to its point of tangency. (Said point of tangency is lying North 00°38'03" West from the Northwest corner of Parcel 2 of said Record of Survey No. 2966); Thence South 00°38'03" East a distance of 325.26 feet along the Westerly line of said Parcel 2, to a point on the Northerly right-of-way of the Port of Benton / Tri-City Railroad, (formerly A.E.C. Hanford Works Railroad), and the beginning of a 2242.34 foot radius non-tangent curve having a radial bearing of North 23°02'06" East; Thence Northwesterly along said right-of-way a distance of 91.76 feet along the arc of said curve through a central angle of 02°12'15" to the Southeast corner of Record of Survey No. 3241 as recorded in Volume 1 of Surveys on Page No. 3241, records of said County and State; Thence North 01°50'14" East a distance of 294.65 feet, leaving said Northerly right-of-way, to the Northeast corner of said Record of Survey No. 3241, said corner is also the East/ Southeasterly corner of Record of Survey No. 3245, records of said County and State; Thence continuing North 01°50'14" East a distance of 29.53 feet along the Easterly line of said Record of Survey No. 3245, leaving the Northeast corner of said Record of Survey No. 3241, to the beginning of a 770.00 foot radius tangent curve to the right; Thence Northeasterly a distance of 221.92 feet along the arc of said curve and said Easterly line of said Record of Survey No. 3245, through a central angle of 16°30'48" to the beginning of a 30.00 foot radius tangent reverse curve to the left; Thence Northwesterly a distance of 46.23 feet along the arc of said curve and said Easterly line of said Record of Survey No. 3245 to its Northeast corner, through a central angle of 88°17'57", to a point on said Southerly right-of-way of Tapteal Drive; Thence South 69°56'55" East a distance of 130.07 feet leaving said Record of Survey No. 3245, back to the true point of beginning.

Containing 43,421.0 square feet, more or less, according to the bearings and distance s listed above.

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

That Portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 9 North, Range 29, lying south of the Union Pacific Railroad right of way,

defined as follows: Beginning at the Southwest corner of said subdivision; Thence South 89°23'43" East along the South line thereof 686.76 Feet to a point in the West line of the East 615.9 Feet of the said subdivision; Thence North 00°15'13" West along said West line 350 feet to the TRUE POINT OF BEGINNING; Thence continuing North 00°15'13" West, 170.18 feet to a point which is 200 feet South of the South right of way line of the Union Pacific Railroad; Thence South 89°22'17" West: Parallel with said right of way line, 80 feet; Thence South 00°15'13" East, 168.46 Feet to a point which is 350 feet from the South line of said subdivision: Thence South 89°23'43" East parallel with said South line 80 feet to the True Point of Beginning. Containing 13,543.7 square feet, more or less, according to the bearings and distances listed above.

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

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

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

Beginning at South ¼ corner of said Section 30; Thence South 89°48'03" East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North 00°41'35" West a distance of 350.02 feet along said West line; Thence North 89°48'03" West a distance of 0.86 feet, leaving said West line; Thence continuing North 89°48'03" West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South 86°11'43" West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of 13°12'06" to a point on the Easterly line of said Lot 1, and the TRUE POINT of BEGINNING; Thence North 00°41'35" West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South 88°58'02" West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North 75°15'18" East; Thence Southeasterly a distance of 48.23 feet, along the arc of said curve through a central angle of 03°38'09", leaving said Northerly line to a point of reverse curve, to the beginning of a 490.00 foot radius tangent curve to the right; Thence Southeasterly a distance of 11.75 feet along the arc of said curve, through a central angle of 01°22'28", back to the true point of beginning. Containing 497.3 square feet, more or less, according to the bearings and distances listed above.

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

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

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

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

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

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

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

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

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

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

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$

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

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

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

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

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of $15^{\circ}12'31''$ to a point on the Southerly line of the Union Pacific Railroad right-of-way; Thence South $88^{\circ}58'44''$ West a distance of 10.00 feet along said Southerly line, and the beginning of a 770.00 foot radius non-tangent curve, concave to the Southeast, having a radial bearing of South $89^{\circ}33'21''$ East; Thence Northerly a distance of 18.72 feet along the arc of said curve, through a central angle of $01^{\circ}23'35''$, leaving said Southerly line, to its point of tangency; Thence North $01^{\circ}50'14''$ East a distance of 81.28 feet, leaving said curve, to a point on the Northerly line of said Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B" of the Plat Alteration of Columbia Center Estates No. 2; Thence North $88^{\circ}56'20''$ East a distance of 10.01 feet, along said Northerly right-of-way and said Southerly line, to the TRUE POINT of BEGINNING; Thence North $01^{\circ}50'14''$ East a distance of 139.26 feet, to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North $24^{\circ}10'23''$ East; Thence Northwesterly a distance of 6.49 feet along the arc of said curve, through a central angle of $00^{\circ}09'32''$, along said Northerly and Southerly lines; Thence South $01^{\circ}50'14''$ West a distance of 142.04 feet, leaving said lines, to a point on said Northerly line of the Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B"; Thence North $88^{\circ}56'20''$ East a distance of 6.01 feet along said right-of-way, back to the true point of

beginning.

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

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

A portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying within, Port of Benton and Tri-City Railroad right-of-way, described as follows:

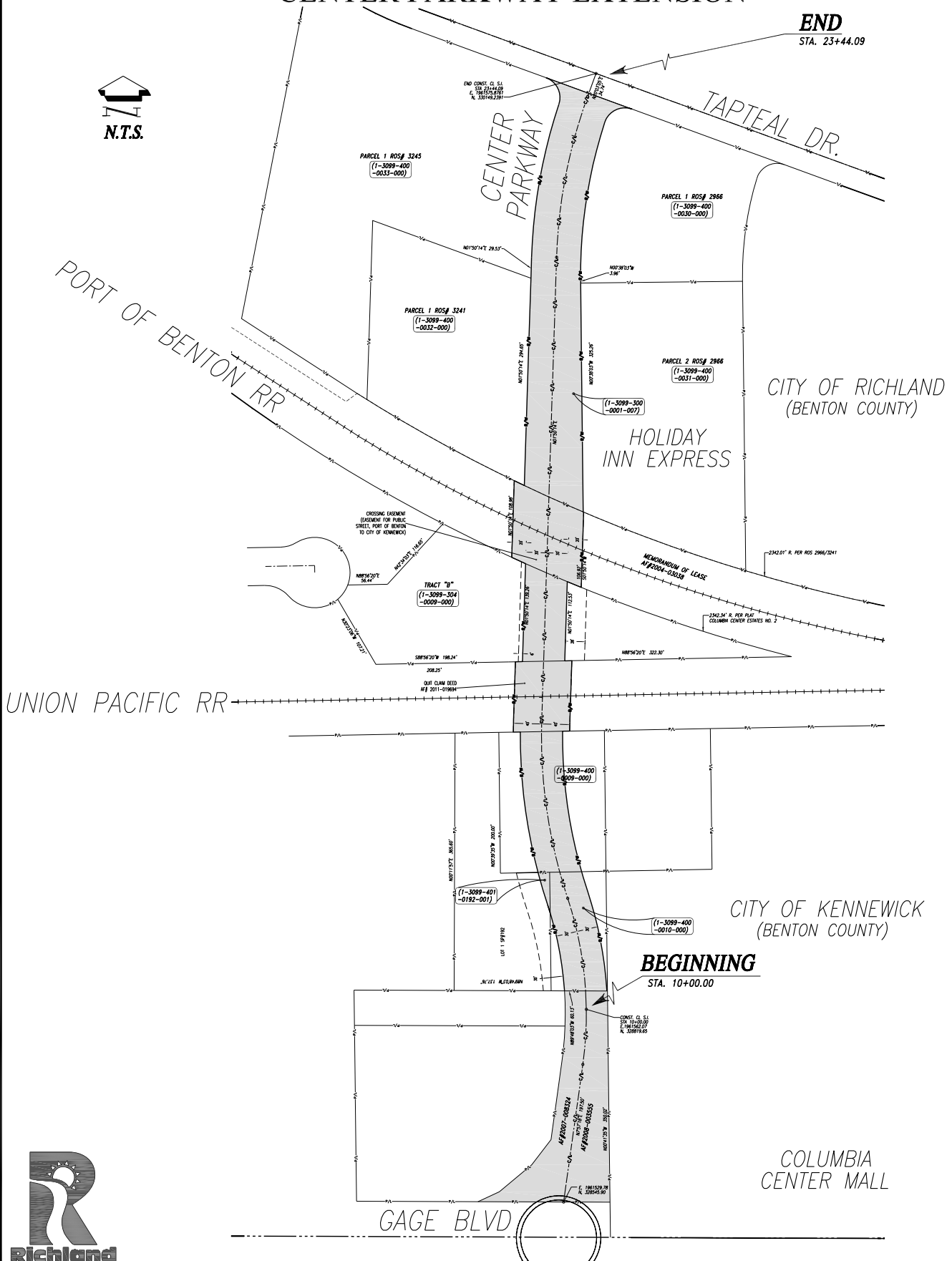
Beginning at South ¼ corner of said Section 30; Thence South 89°48'03" East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North 00°41'35" West a distance of 350.02 feet along said West line; Thence North 89°48'03" West a distance of 0.86 feet, leaving said West line; Thence continuing North 89°48'03" West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South 86°11'43" West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of 13°12'06" to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State; Thence North 00°41'35" West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South 88°58'02" West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North 75°15'18" East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of 15°12'31" to a point on

the Southerly line of the Union Pacific Railroad right-of-way; Thence South 88°58'44" West a distance of 10.00 feet along said Southerly line, and the beginning of a 770.00 foot radius non-tangent curve, concave to the Southeast, having a radial bearing of South 89°33'21" East; Thence Northerly a distance of 18.72 feet along the arc of said curve, through a central angle of 01°23'35", leaving said Southerly line, to its point of tangency; Thence North 01°50'14" East a distance of 81.28 feet, leaving said curve, to a point on the Northerly line of said Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and State; Thence North 88°56'20" East a distance of 10.01 feet, along said Northerly right-of-way and said Southerly line; Thence North 01°50'14" East a distance of 139.26 feet, to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), to the **TRUE POINT of BEGINNING**; said point being at (Station 16+39.17 at 30.00' Left as shown on Center Parkway Right-of-way Plans) and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North 24°10'23" East; Thence Northwesterly a distance of 21.66 feet along the arc of said curve through a central angle of 00°31'48"; Thence North 01°50'14" East a distance of 108.98 feet, leaving said Northerly and Southerly lines, and said curve, to a point on the Northerly line of said Port of Benton and Tri-City Railroad Company LLC, right-of-way, and the beginning of a 2242.34 foot radius non-tangent curve, concave to the Northeast, and having a radial bearing of North 25°47'06" East; Thence Southeasterly a distance of 107.63 feet, along the arc of said curve, through a central angle of 02°45'00", along said Northerly right-of-way; to a point on the proposed Easterly proposed right-of-way of Center Parkway; Thence continuing along said curve and Northerly line of said Port of Benton and Tri-City Railroad Company LLC, right-of-way Southeasterly a distance of 0.67 feet, along the arc of said curve, through a central angle of 00°01'02", along said Northerly right-of-way; Thence South 01°50'14" West a distance of 106.921 feet leaving said Northerly right-of-way to a point on said Southerly line of the Port of Benton and Tri-City Railroad Company LLC, right-of-way, said point is also lying on a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North 22°04'22" East; Thence Northwesterly a distance of 85.86 feet along the arc of said curve through a central angle of 02°06'01" back to the true point of beginning.

Containing 10,792.0 square feet, more or less, according to the bearings and distances listed above.

City of Richland

CENTER PARKWAY EXTENSION



CAD DWG: CNTR_ST_RW FOR COUNCIL.DWG
 DATE: 04.14.2015
 DRAWN BY: SC NYBY
 SCALE: NONE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

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

Department:

Public Works

Ordinance/Resolution Number:

18-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 18-15, establishing the Preliminary Assessment Roll for the Reata Road Area Utility Local Improvement District No. 197.

Summary:

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

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

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

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

On April 7, 2015, Council gave first reading to this ordinance.

Fiscal Impact:

Yes

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

Attachments:

- I. Ordinance No. 18-15 - Reata Road Area Utility Local Improvement District

ORDINANCE NO. 18-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015

CERTIFICATION

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

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

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

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

CITY OF RICHLAND, WASHINGTON

MARCIA HOPKINS
City Clerk

REATA ROAD WATER & SEWER LID #197

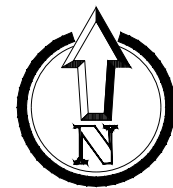
PRELIMINARY ASSESSMENT ROLL - April 2015

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



CITY OF RICHLAND

REATA ROAD AREA UTILITY LID



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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

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

Department:

Administrative Services

Ordinance/Resolution Number:

19-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 19-15, revising an existing Fund and creating the Special Assessment Construction Fund.

Summary:

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

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

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

First reading of Ordinance No. 19-15, was given at the April 7, 2015, Council Meeting.

Fiscal Impact:

None

Attachments:

I. Proposed Ordinance No. 19-15

ORDINANCE NO. 19-15

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

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

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

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

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

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

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

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

Chapter 3.24 FUNDS¹

Sections:

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

[3.24.090](#) Central stores fund – Working capital.

[3.24.100](#) Central stores fund – Deposits.

[3.24.110](#) Claims clearing fund – Created.

[3.24.120](#) Claims clearing fund – Transfers.

[3.24.130](#) Claims clearing fund – Payments.

[3.24.140](#) Claims clearing fund – Issuance of warrants.

[3.24.150](#) Park reserve fund – Created.

[3.24.160](#) Park reserve fund – Use.

[3.24.170](#) Park reserve fund accounts.

[3.24.180](#) *Repealed.*

[3.24.190](#) Utility bill clearing fund – Created.

[3.24.200](#) Utility bill clearing fund – Transfers.

[3.24.210](#) Utility bill clearing fund – Administration.

[3.24.220](#) Utility bill clearing fund – Transition.

[3.24.230](#) Utility bill clearing fund – Working capital.

[3.24.240](#) Electric utility fund – Created.

[3.24.250](#) Equipment maintenance fund – Created.

[3.24.260](#) Equipment replacement fund – Created.

[3.24.270](#) Equipment funds – Administration.

[3.24.280](#) Equipment replacement fund – Equipment included.

[3.24.290](#) Equipment replacement fund – Equipment use charges.

[3.24.300](#) Equipment funds – Financial control.

[3.24.310](#) Equipment funds – Purchases.

[3.24.320](#) Equipment funds – Expenditures.

[3.24.330](#) Equipment funds – Deposits.

[3.24.340](#) Health care benefits plan fund.

[3.24.350](#) Post-employment health care plan fund.

[3.24.360](#) Police relief and pension fund – Created.

[3.24.370](#) Firemen's pension fund – Created.

[3.24.380](#) Unemployment fund.

[3.24.390](#) Workers compensation fund.

[3.24.400](#) Salary clearing fund – Created.

[3.24.410](#) Salary clearing fund – Transfers.

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

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

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

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

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

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

Department:

Community & Development Services

Ordinance/Resolution Number:

20-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 20-15, approving the rezoning of property at 580 Columbia Point Drive and approving a shoreline substantial development permit authorizing the construction of a restaurant.

Summary:

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

The Hearing Examiner conducted the single public hearing on the project on March 12, 2015 and has recommended approval of both applications. In accordance with state law and RMC, no further public comment can be accepted on this application. Rather, Council is limited to consideration of the record created by the examiner. The examiner's written recommendation and the staff report are attached. A draft ordinance No. 20-15 has been prepared that would implement the Hearing Examiner's recommendation.

Fiscal Impact:

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

Attachments:

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

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 20-15

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

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

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

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

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

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

Section 1.02 Said property is more particularly described as follows:

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

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

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

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

Containing 1.18 acres, more or less.

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

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

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

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

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

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

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

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

DAVID W. ROSE
Mayor

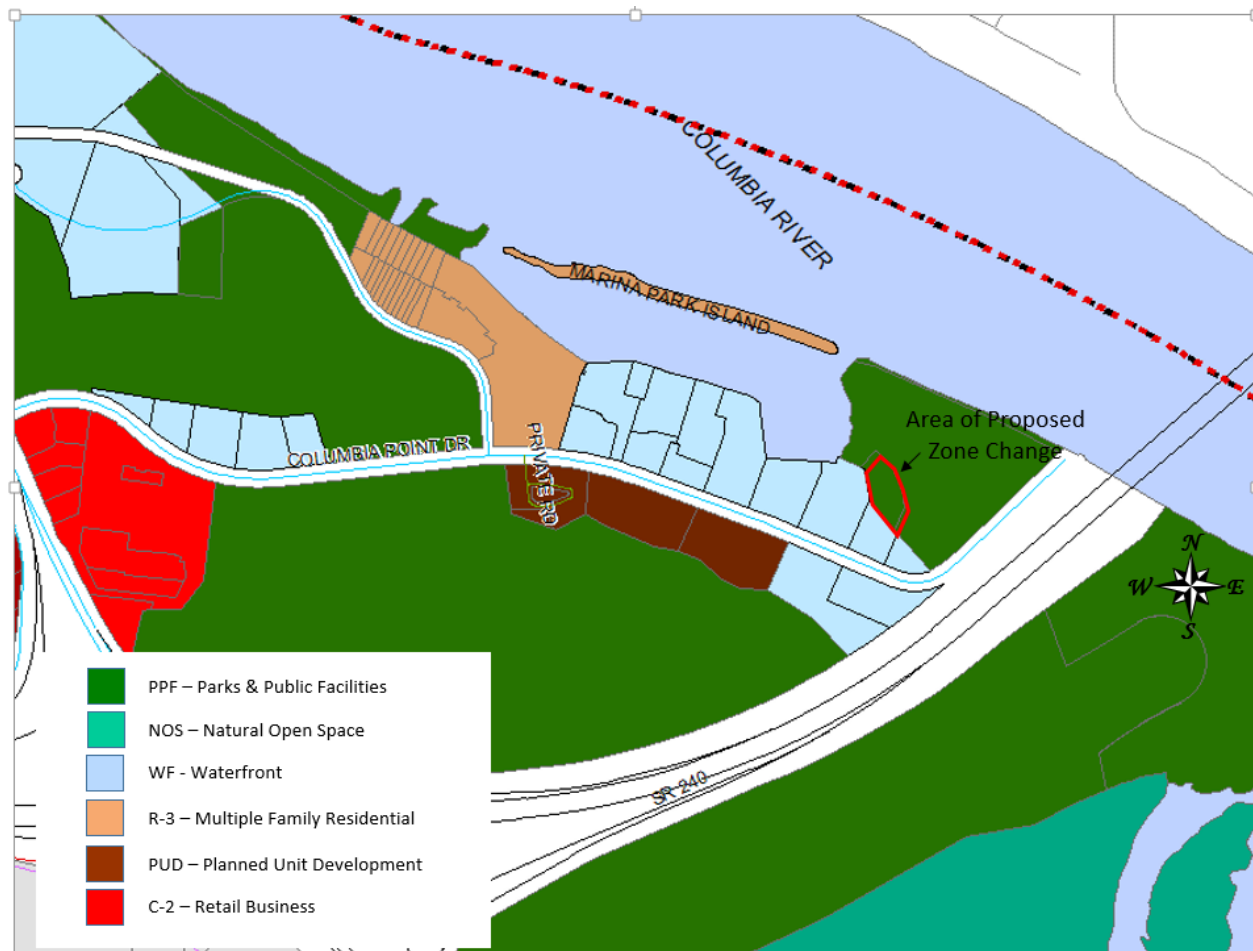
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015



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

Regarding two consolidated applications:)

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

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

Cindy Goulet,

Applicant,

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

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

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

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

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

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

CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

II. BACKGROUND and APPLICABLE LAW.

Rezone.

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

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

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

Shoreline Substantial Development Permit.

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

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

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

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

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

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

14 C. Compliance with the applicable environment regulations;

15 D. Compliance with the applicable use activity regulations;

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

III. QUESTIONS PRESENTED.

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

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

Short Answer: Yes.

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

Short Answer: Yes.

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

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

Short Answer: Yes.

IV. RECORD AND EXHIBITS.

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

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

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

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

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

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

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

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

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

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

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

1 leased to the applicant;

2 3. Site Plan and Cross Section illustrations;

3 4. Architectural renderings for proposed restaurant building;

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

7 6. Public Notice materials;

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

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

13 9. Excerpts of Richland Shoreline Regulations;

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

19 11. Site Photos;

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

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

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

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

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

V. FINDINGS OF FACT.

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

Application, Public Notice, and Review

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

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

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

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

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

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

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

SEPA.

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

Project details.

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

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

"Waterfront" Zoning.

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

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

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

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

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

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

Consistency with Comprehensive Plan and city codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. CONCLUSIONS.

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

Rezone.

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

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

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

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

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

1 ***Shoreline Substantial Development Permit.***

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

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

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

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

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

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

1
2 8. Substantial evidence in the record establishes that the applicant has met her burden
3 to demonstrate compliance with all approval criteria needed to obtain a Shoreline
4 Substantial Development Permit, including without limitation items A-I, set forth in RMC
5 26.25.040. *Findings, including without limitation Nos. 6, 9, 15, 16, 20, and 21.*

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

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

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

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

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

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

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

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

1 **VII. RECOMMENDATION.**

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

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

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

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

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

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

19 //

20 //

21 //

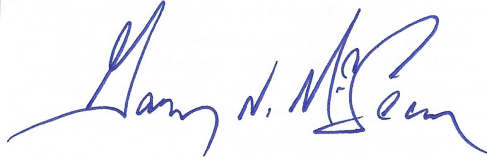
22
23
24
25 **FINDINGS OF FACT, CONCLUSIONS AND**
RECOMMENDATION RE: GOULET/LULU
COLUMBIA POINT REZONE AND SHORELINE
26 **SUBSTANTIAL DEVELOPMENT PERMIT, FILE**
NOS. Z2015-101 AND SM2015-101

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

ISSUED this 30th Day of March, 2015



Gary N. McLean
Hearing Examiner

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

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

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

GENERAL INFORMATION:

PROPOSAL NAME: LuLu Columbia Point

LOCATION: 580 Columbia Point

APPLICANT: Cindy Goulet

FILE NO.: Z2015-101 & SM2015-101

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

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

HEARING DATE: March 12, 2015

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED ACTION: Approval subject to list of proposed conditions.

**Figure 1 - Vicinity Map**

(site highlighted in red)

DESCRIPTION OF PROPOSAL

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

PROJECT HISTORY

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

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

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

SITE DESCRIPTION & ADJACENT LAND USES

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

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

EXISTING ZONING

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

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

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

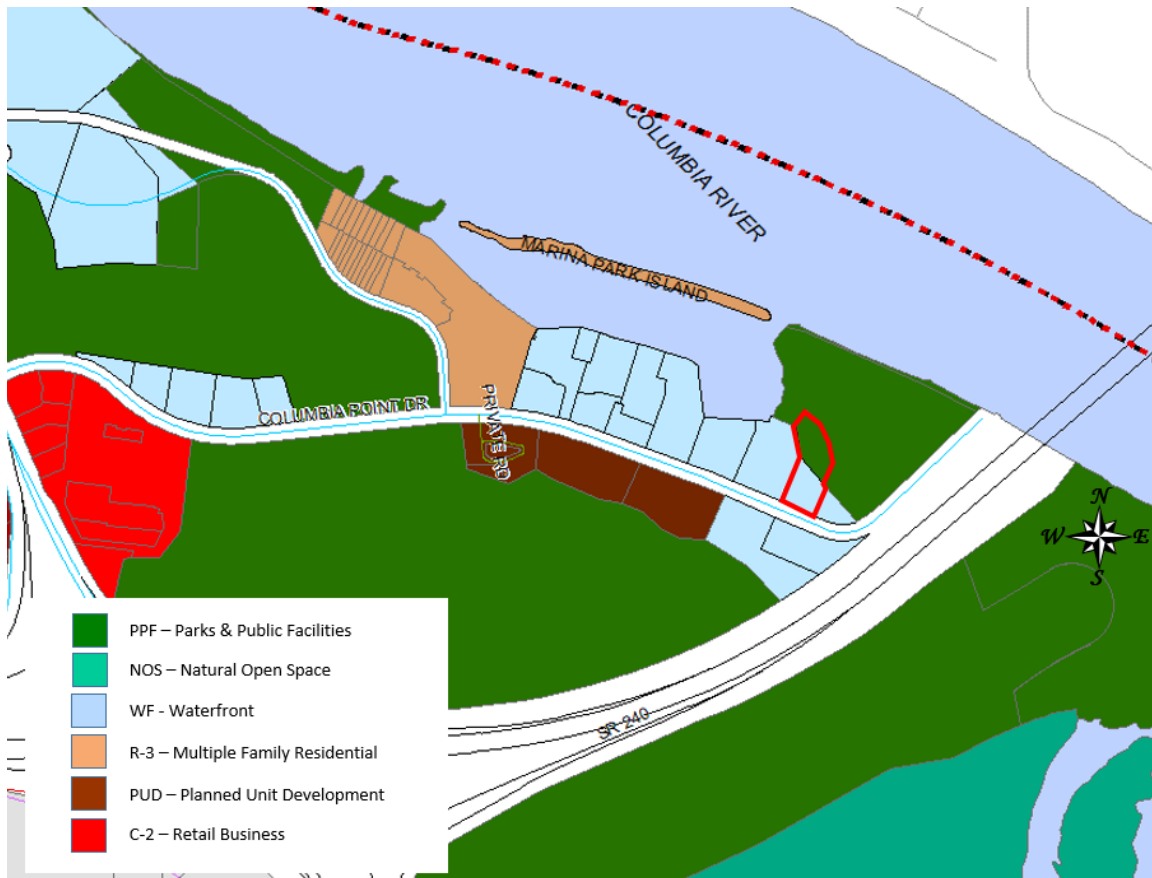


Figure 2 – Zoning Map

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

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

COMPREHENSIVE PLAN

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

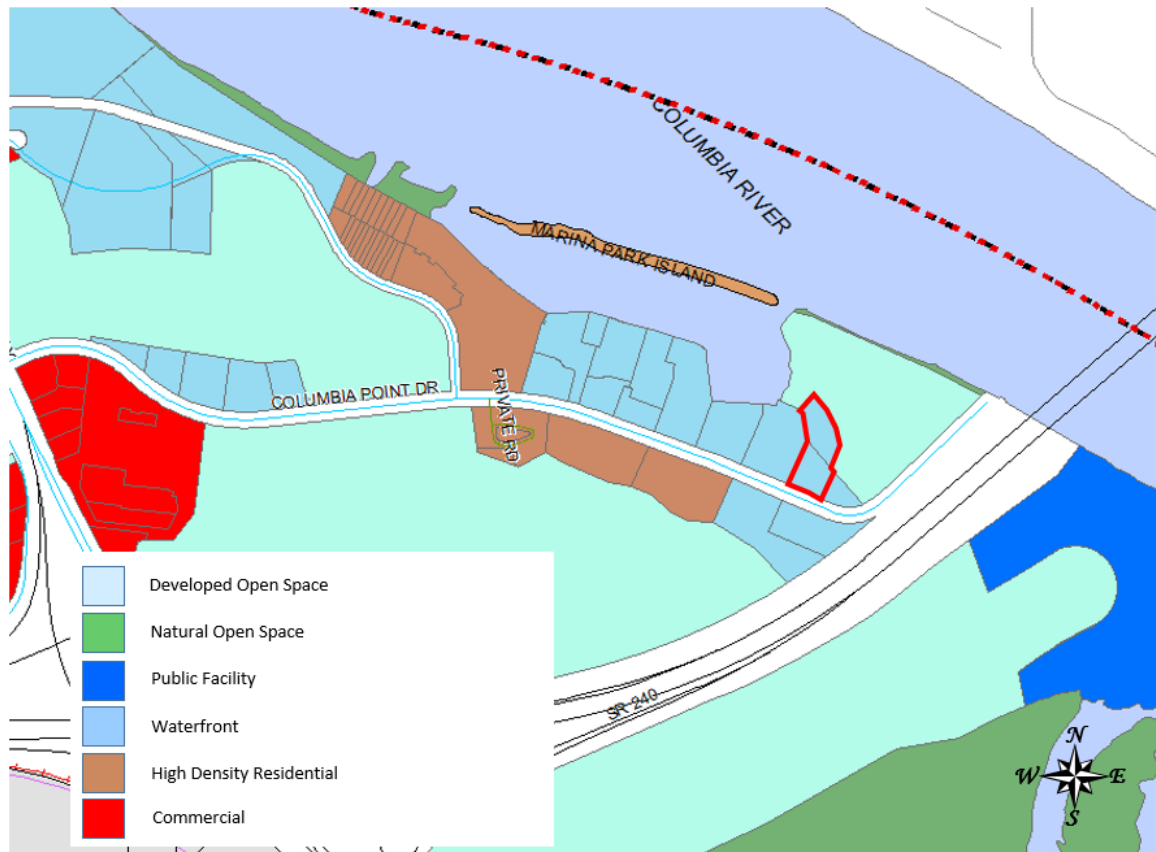


Figure 3 – Comprehensive Plan Map

LU Goal 3:

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

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

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

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

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

LU Goal 6

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

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

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

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

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

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

PUBLIC NOTICE

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

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

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

UTILITY AVAILABILITY

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

TRANSPORTATION

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

SEPA

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

SHORELINE POLICIES

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

Definition

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

Purpose

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

Criteria for Designation

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

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

Development Policies

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

Permitted Uses – Special Conditions

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

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

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

Policies associated with Commercial Development are as follows:

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

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

SHORELINE REGULATIONS

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

WATERFRONT ZONING REGULATIONS

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

ANALYSIS

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

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

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

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

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

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

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

C. Compliance with the applicable environment regulations;

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

D. Compliance with the applicable use activity regulations;

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSED CONDITIONS OF APPROVAL

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

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

SUGGESTED FINDINGS AND CONCLUSIONS

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

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

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

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

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

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

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

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

EXHIBIT LIST

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

EXHIBIT (1)

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

Petition for Change of Zoning District Classification

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

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

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

} Continued

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

DATED THIS 3 DAY OF February, 2015.



Applicant's Signature

4109 Westlake Ct

Address

West Richland WA 99353

City, State, Zip

509 722-5458

Phone

Applicant's Signature

Address

City, State, Zip

Phone

FOR OFFICE USE ONLY

Date accepted for filing

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

City Official's Signature

EXHIBIT (2)



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

Telephone (509) 942-7583

Fax (509) 942-7379

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

January 5, 2015

To Whom It May Concern:

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

Sincerely,

William King
Deputy City Manager & Real Estate Officer

Cc: File



WASHINGTON STATE

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

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



US Army Corps
of Engineers®
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____

Part 1–Project Identification

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

LuLu Columbia Point

Part 2–Applicant

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

2a. Name (Last, First, Middle)

Cindy Goulet

2b. Organization (If applicable)

Florentyna's, Inc.

2c. Mailing Address (Street or PO Box)

4109 Westlake Ct.

2d. City, State, Zip

West Richland, WA, 99353-7333

2e. Phone (1)

2f. Phone (2)

2g. Fax

2h. E-mail

(509)727-5458

()

()

florentynas@msn.com

¹Additional forms may be required for the following permits:

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

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

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

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

Part 3—Authorized Agent or Contact

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

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

Part 4—Property Owner(s)

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

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

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

Part 5–Project Location(s)

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

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

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

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

Part 6–Project Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Start date: April 2015

End date: October 2015

☐ See JARPA Attachment D

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

\$2,500,000

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

- If yes, list each agency providing funds.

☐ Yes ☒ No ☐ Don't know

Part 7–Wetlands: Impacts and Mitigation

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

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

☒ Not applicable

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

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

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

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

N/A

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

N/A

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

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

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

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

☒ Not applicable

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

☐ Yes ☒ No

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

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

☐ Yes ☐ No ☒ Not applicable

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

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

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

No direct impact

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

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

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

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

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

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

N/A

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

N/A

Part 9—Additional Information

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

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

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

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

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

☐ Yes ☒ No

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

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

Lower Yakima Watershed - 1703003

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

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

WRIA 40

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

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

☐ Yes ☐ No ☒ Not applicable

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

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

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

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

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

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

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

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

☒ Yes ☐ No

Name of manual:

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

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

☐ Yes ☒ No

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

Parking Lot

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

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

☐ Yes ☒ No

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

Salmon

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

None

Part 10–SEPA Compliance and Permits

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

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

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

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

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

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

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

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

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

☐ Other: _____

☐ SEPA is pre-empted by federal law.

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

LOCAL GOVERNMENT

Local Government Shoreline permits:

☒ Substantial Development ☐ Conditional Use ☐ Variance

☐ Shoreline Exemption Type (explain): _____

Other City/County permits:

☐ Floodplain Development Permit ☐ Critical Areas Ordinance

STATE GOVERNMENT

Washington Department of Fish and Wildlife:

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

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

Check the appropriate boxes:

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

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

Washington Department of Natural Resources:

☐ Aquatic Use Authorization

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

Do not send cash.

Washington Department of Ecology:

☐ Section 401 Water Quality Certification

FEDERAL GOVERNMENT

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

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

United States Coast Guard permits:

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

Part 11—Authorizing Signatures

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

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

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

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

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

Cindy Goulet

Applicant Printed Name



Applicant Signature

1/6/15
Date

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

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

Terence L. Thornhill Architect

Authorized Agent Printed Name



Authorized Agent Signature

01-06-15
Date

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

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

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

City of Richland

Property Owner Printed Name

 DOM 01-07-15

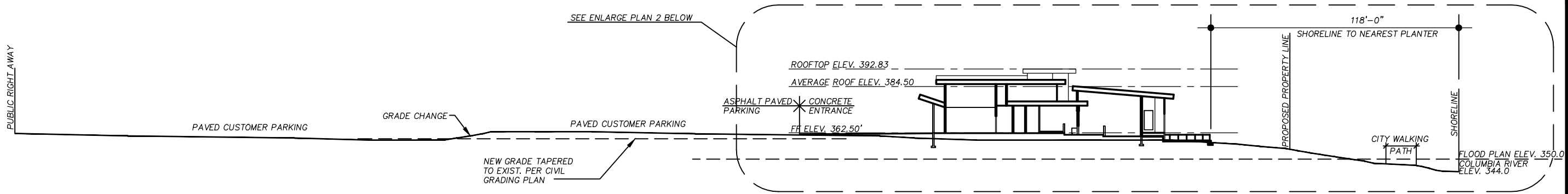
Property Owner Signature

Date

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

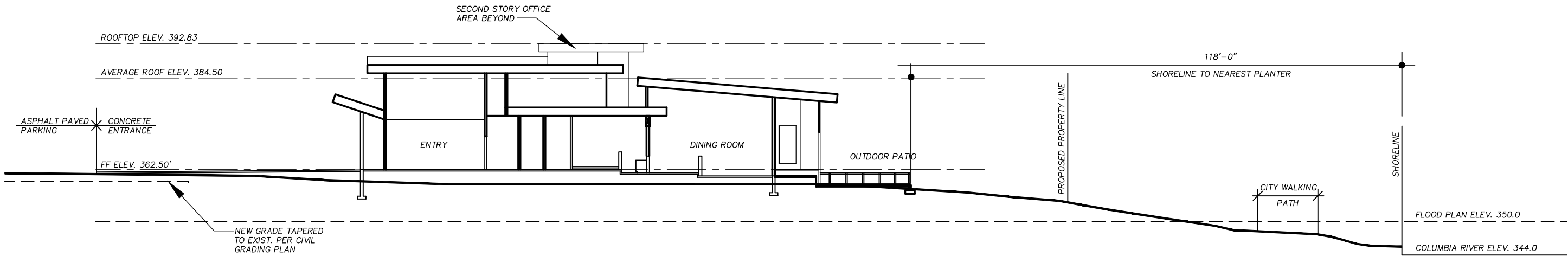
If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ENV-019-09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

EXHIBIT (3)



1 FULL SITE PLAN

1"=50'-0"



2 PARTIAL SITE PLAN

1"=25'-0"



TERENCE L.
THORNHILL
ARCHITECT

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

A Professional Service Corporation



AMERICAN INSTITUTE
OF
ARCHITECTS

These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

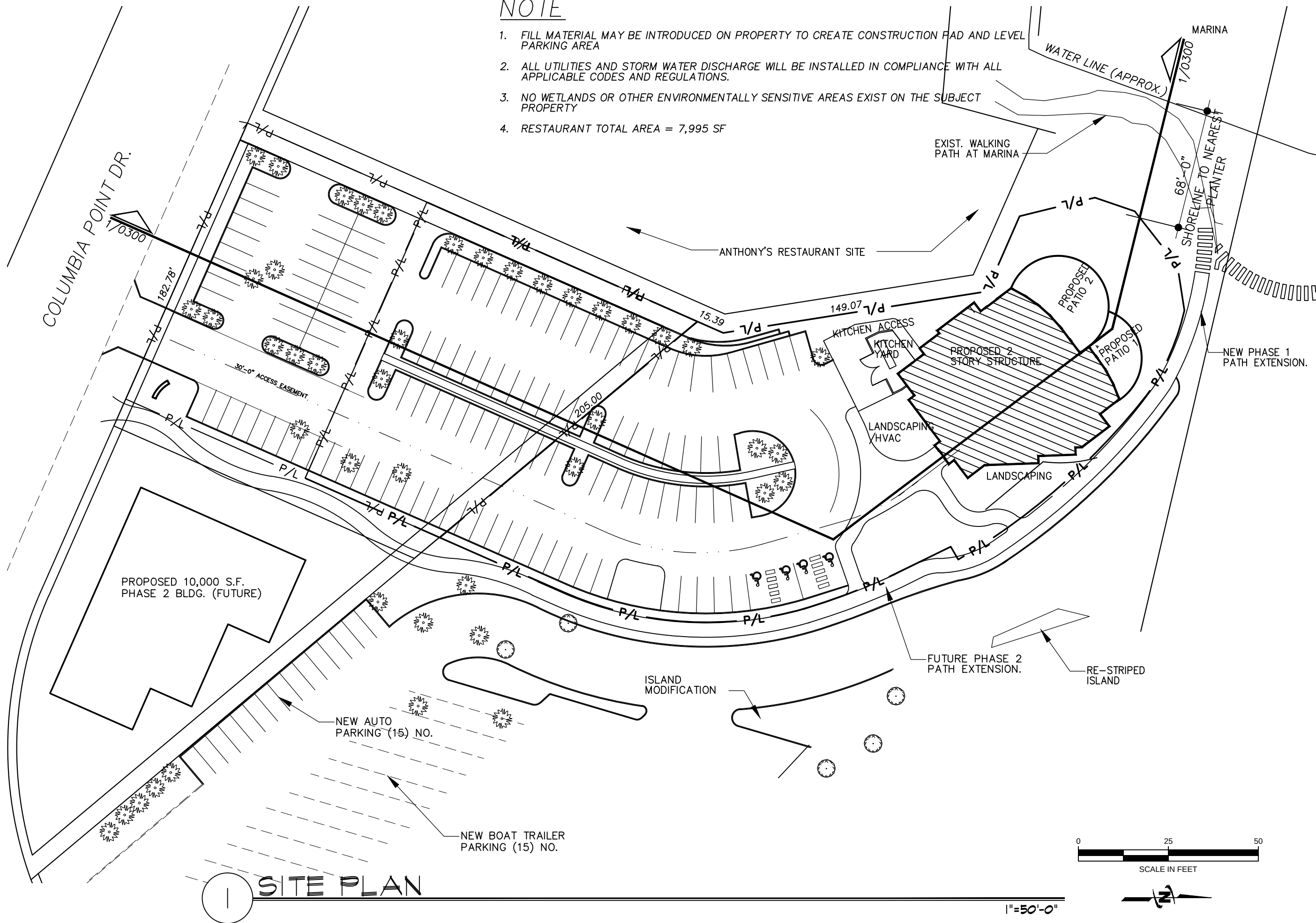
PHASE
CD
REVISION NO.
00



LU LU
COLUMBIA
POINT
JARPA
SUBMITTAL
RICHLAND, WA

SITE
CROSS
SECTION
0300

214-014
JANUARY 30, 2015
JARPA-SITE04



NOTE

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



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA
99301

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

A Professional Service Corporation

MEMBER



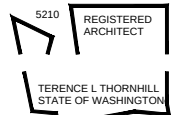
AMERICAN INSTITUTE
OF
ARCHITECTS

These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD
REVISION NO.
00



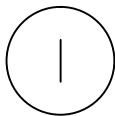
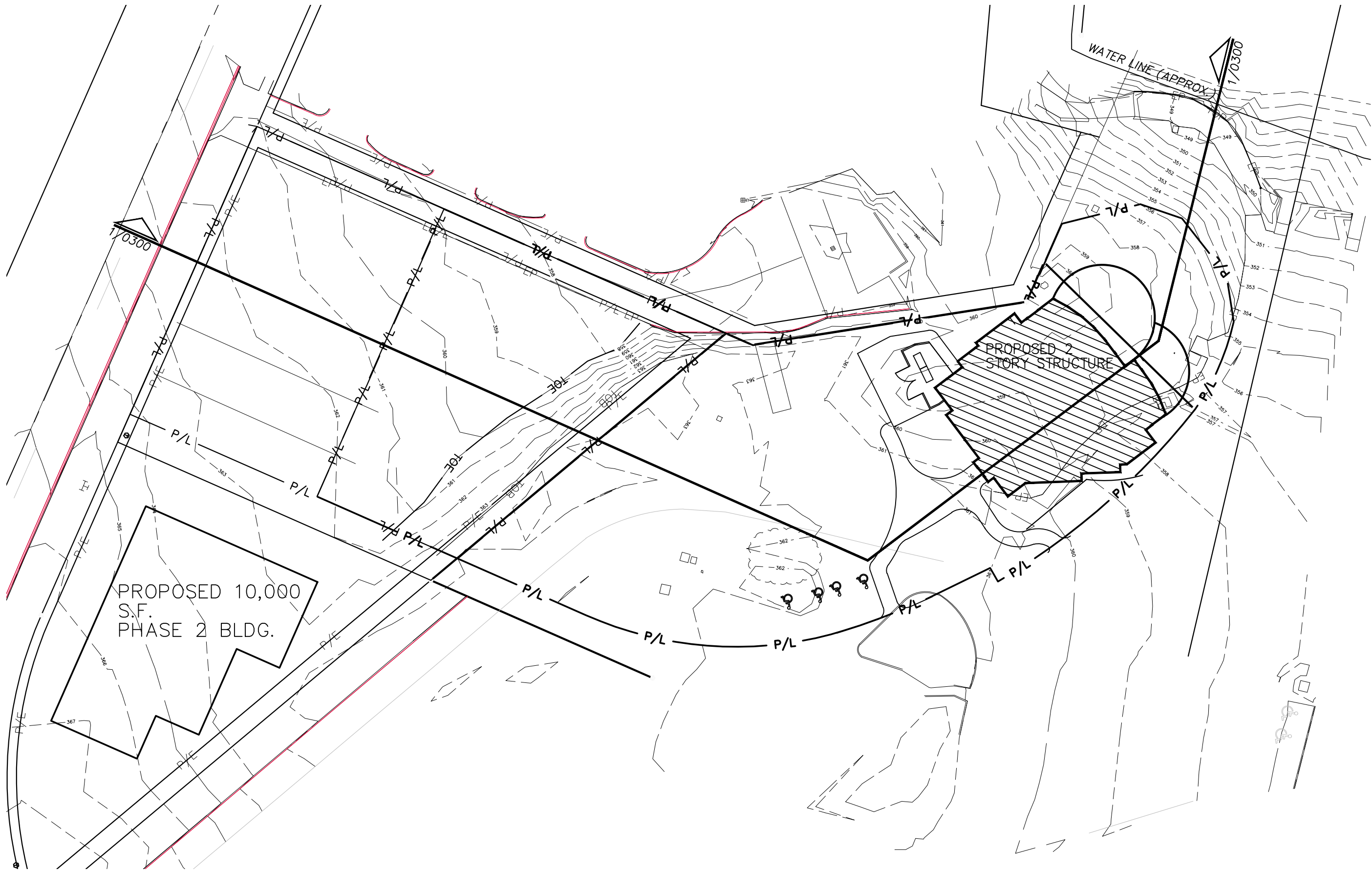
LU LU
COLUMBIA
POINT
JARPA
SUBMITTAL
RICHLAND, WA

ARCH.
SITE
PLAN

0310

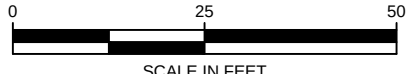
214-014

JANUARY 30, 2015
JARPA-SITE04



SITE TOPOGRAPHICAL MAP

1"=50'-0"



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA
99301

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

A Professional Service Corporation

MEMBER



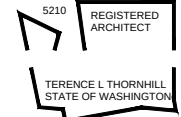
AMERICAN INSTITUTE
OF
ARCHITECTS

These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD
REVISION NO.
00

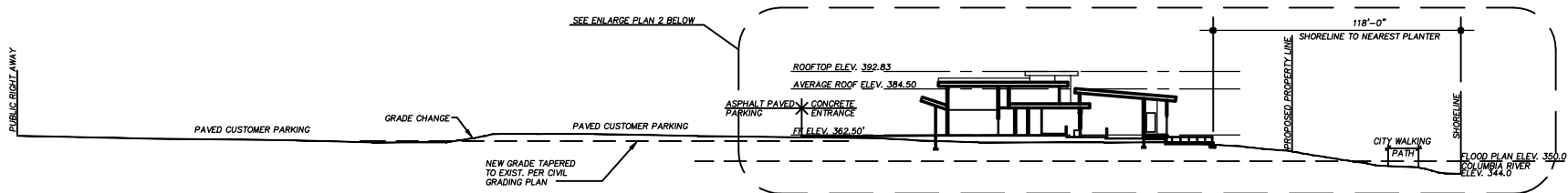


LU LU
COLUMBIA
POINT
JARPA
SUBMITTAL
RICHLAND, WA

ARCH.
SITE
PLAN

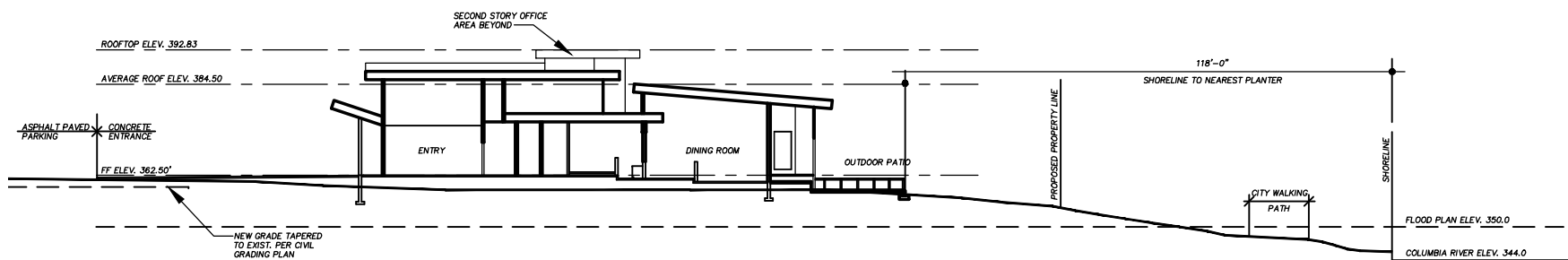
0320

214-014
JANUARY 30, 2015
JARPA-SITE04



1 FULL SITE PLAN

N.T.S.



2 PARTIAL SITE PLAN

N.T.S.



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA
99301

509-547-8854
FAX 509-547-8912
tt@tlarch.com

A Professional Service Corporation

MEMBER



AMERICAN INSTITUTE
OF
ARCHITECTS

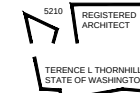
These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD

REVISION NO.

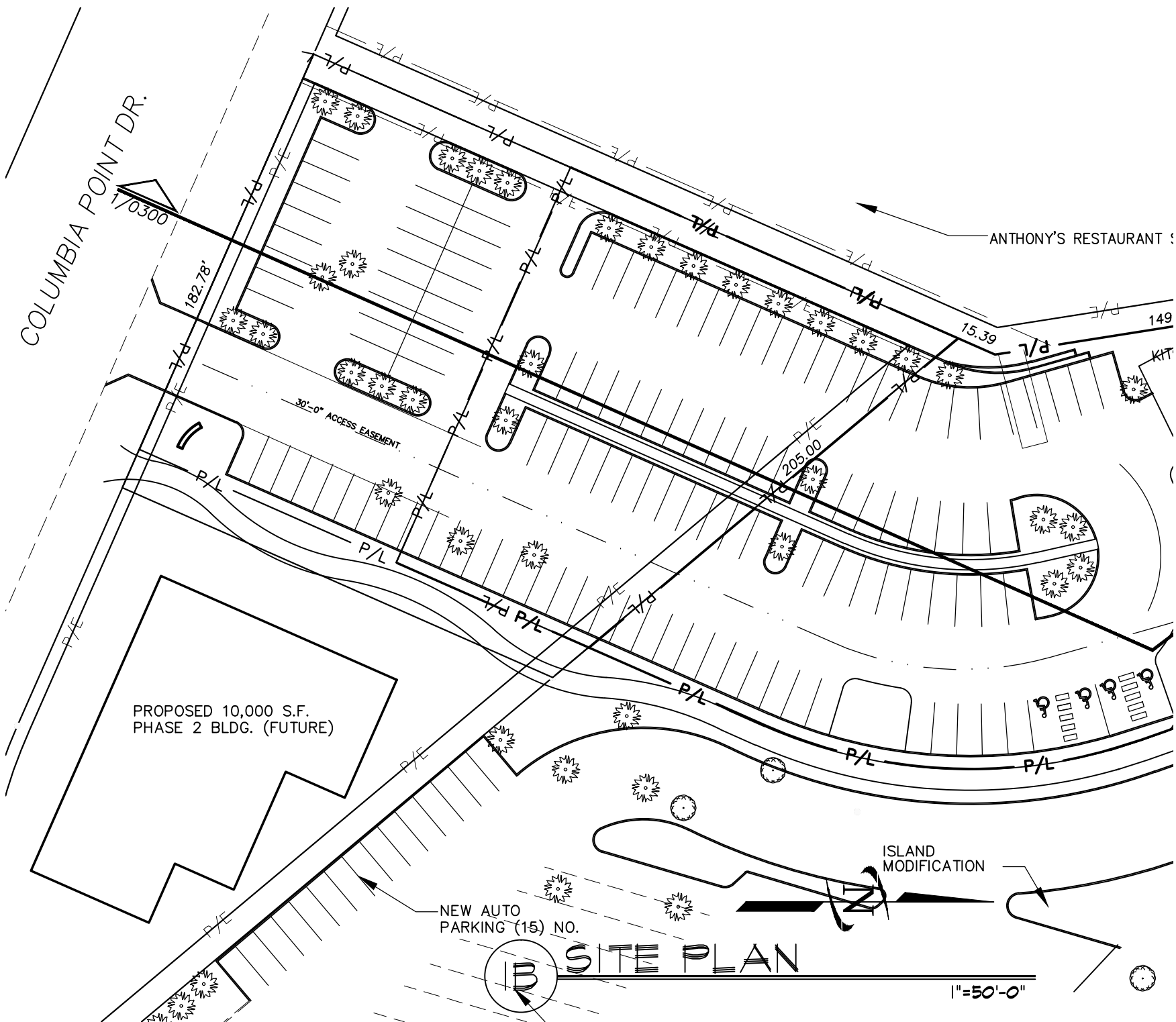


LULU
COLUMBIA
POINT
JARPA
SUBMITTAL

RICHLAND, WA

SITE
SECTION

0300
214-014
JANUARY 30, 2015
JARPA-SITE04



TERENCE L. THORNHILL ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA
99301

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

A Professional Service Corporation
MEMBER



AMERICAN INSTITUTE
OF
ARCHITECTS

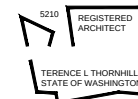
These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD

REVISION NO.



LULU
COLUMBIA
POINT
JARPA
SUBMITTAL

RICHLAND, WA

SITE
PLAN

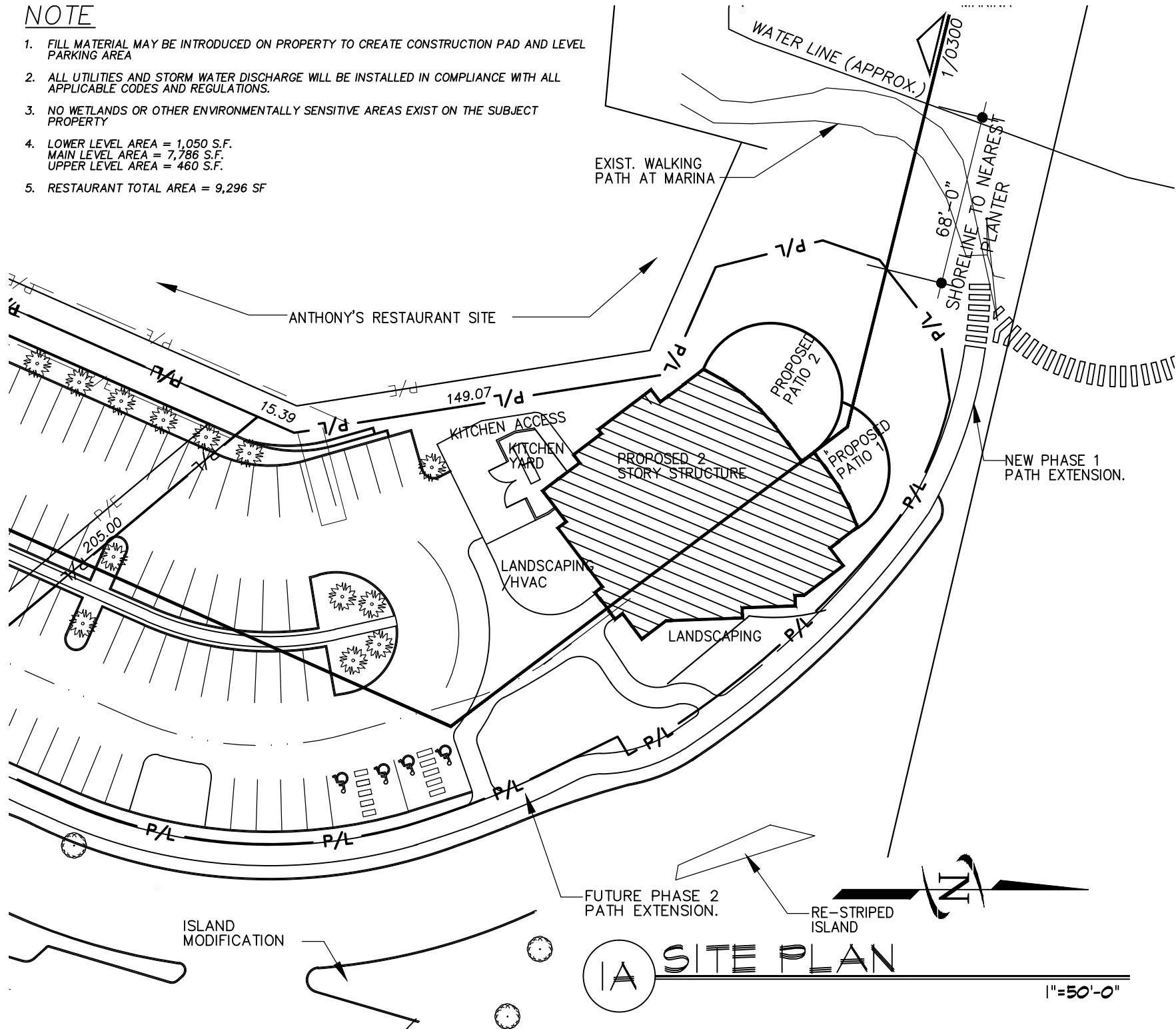
0310A

214-014

JANUARY 30, 2015
JARPA-SITE04

NOTE

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



1A SITE PLAN

1" = 50'-0"

TERENCE L. THORNHILL ARCHITECT

9221 SANDIFUR PARKWAY
SUITE "A"
PASCO, WA 99301

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

A Professional Service Corporation
MEMBER



AMERICAN INSTITUTE
OF
ARCHITECTS

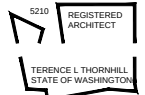
These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD

REVISION NO.



LULU
COLUMBIA
POINT
JARPA
SUBMITTAL

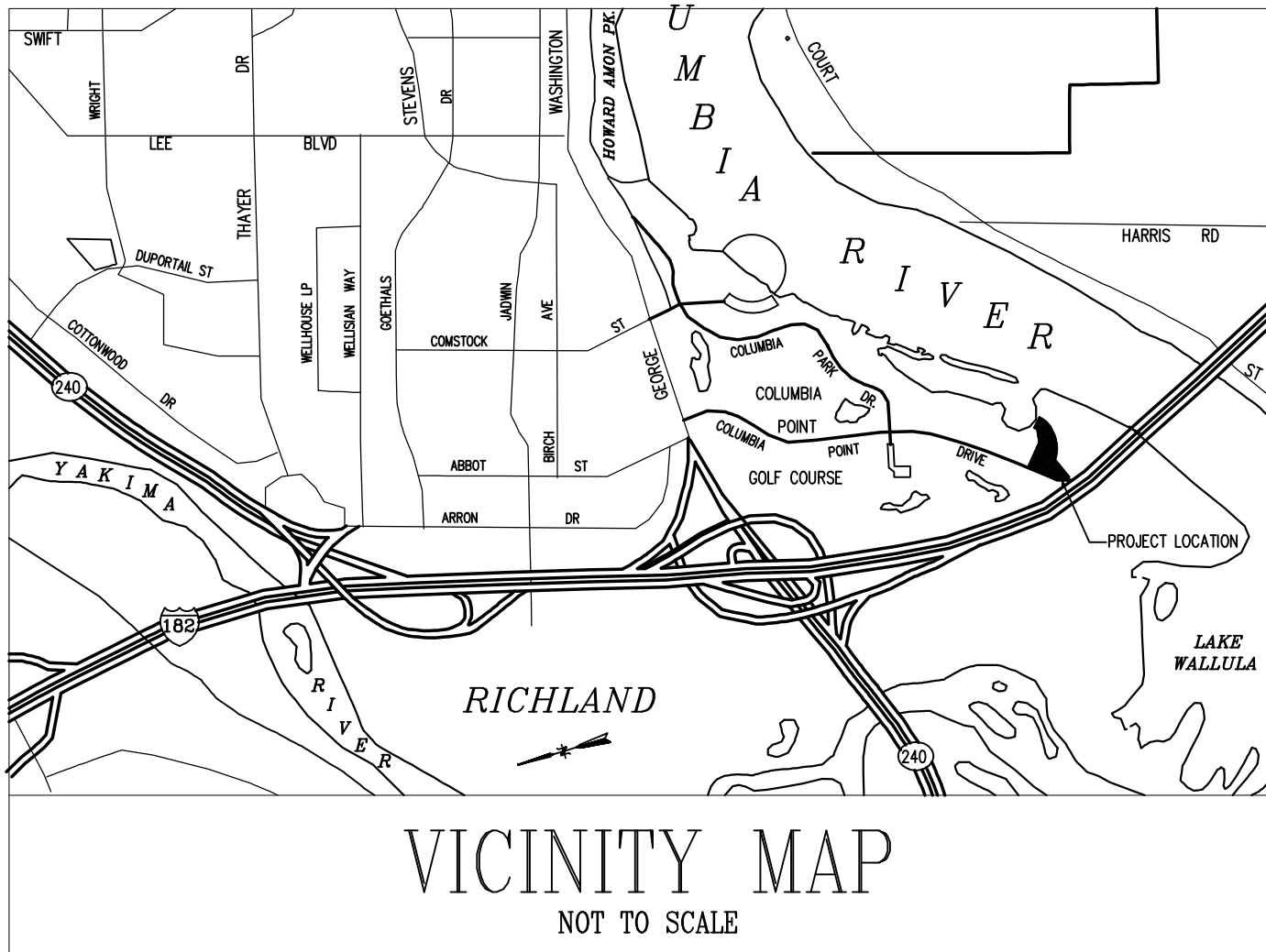
RICHLAND, WA

SITE
PLAN

0310B

214-014

JANUARY 30, 2015
JARPA-SITE04



1 SITE VICINITY MAP

N.T.S



TERENCE L.
THORNHILL
ARCHITECT

9221 SANDFUR PARKWAY
SUITE "A"
PASCO, WA
99301

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

A Professional Service Corporation

MEMBER



AMERICAN INSTITUTE
OF
ARCHITECTS

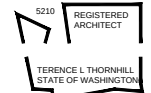
These drawings are intended for use
solely with respect to this project and
are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD

REVISION NO.



LULU
COLUMBIA
POINT
JARPA
SUBMITTAL

RICHLAND, WA

VICINITY
SITE MAP

0330
214-014
JANUARY 30, 2015
JARPA-SITE04

EXHIBIT (4)















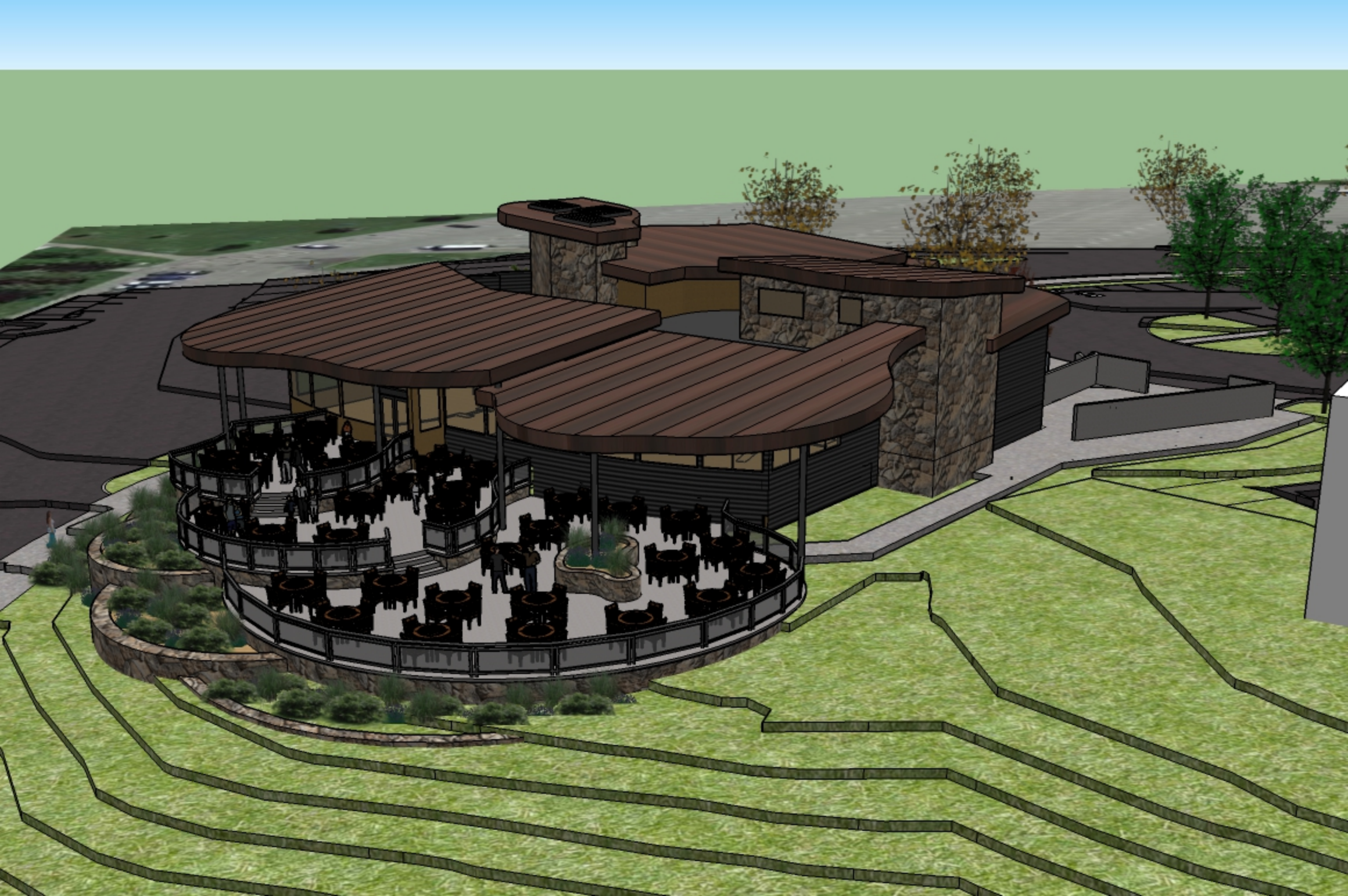


EXHIBIT (5)

Exhibit E

Dump station relocation

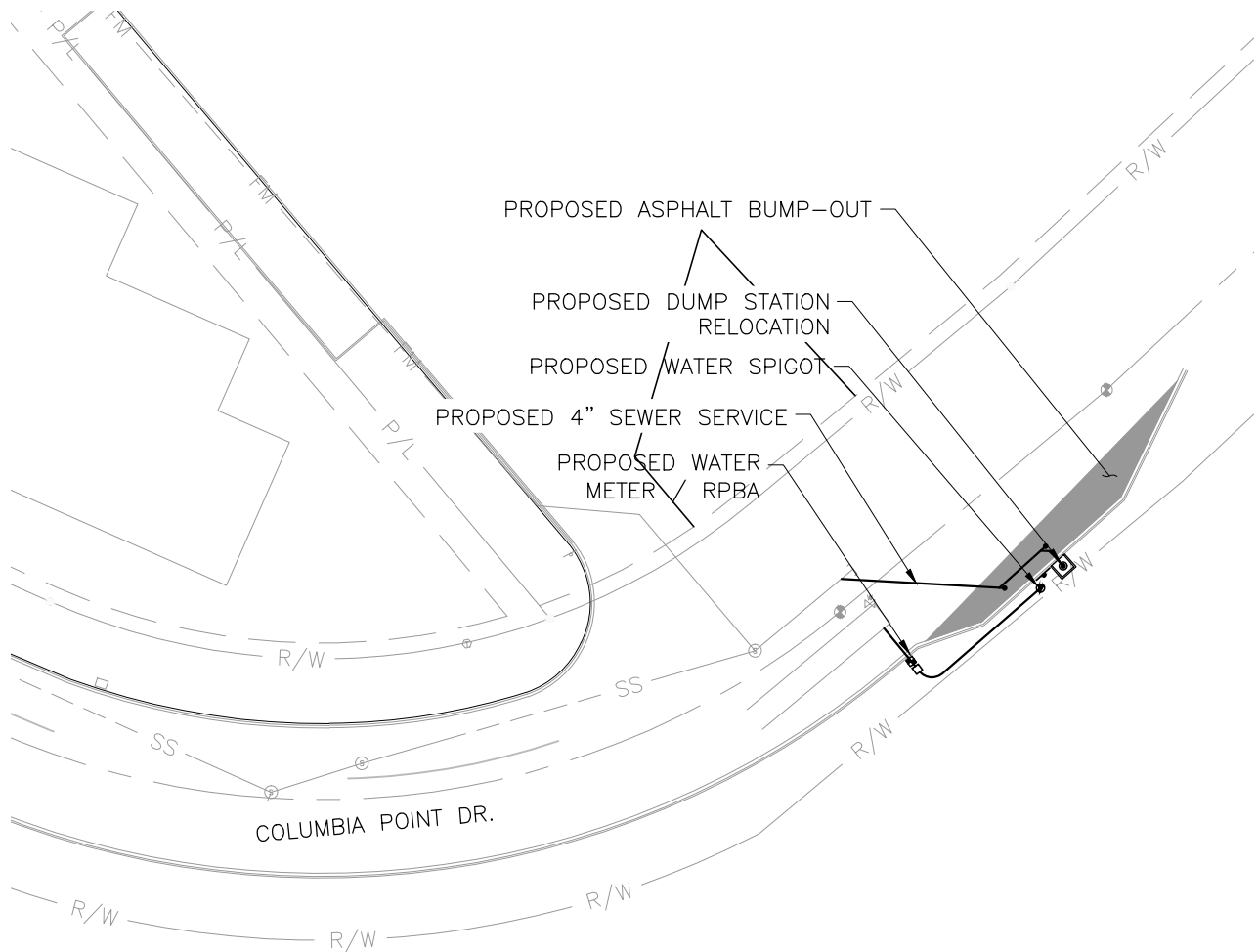
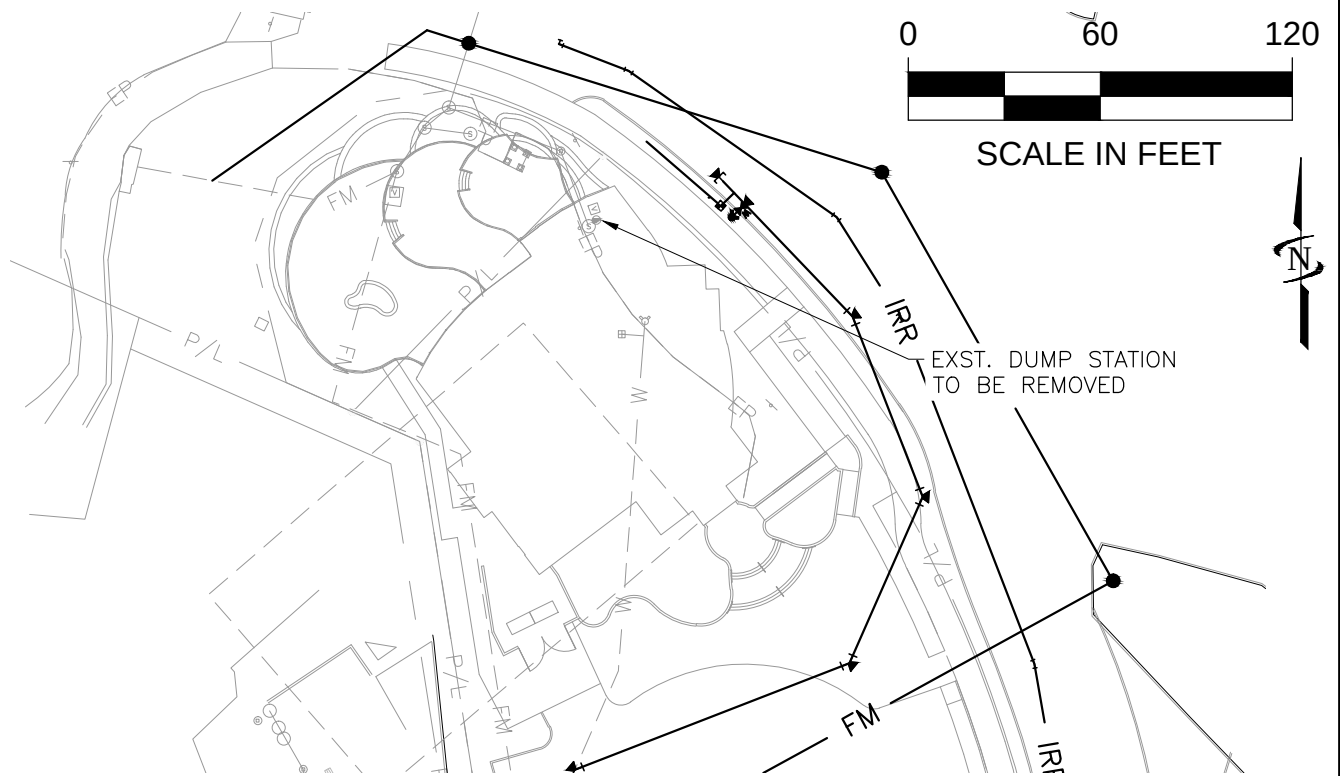


Exhibit F

Utility Vaults

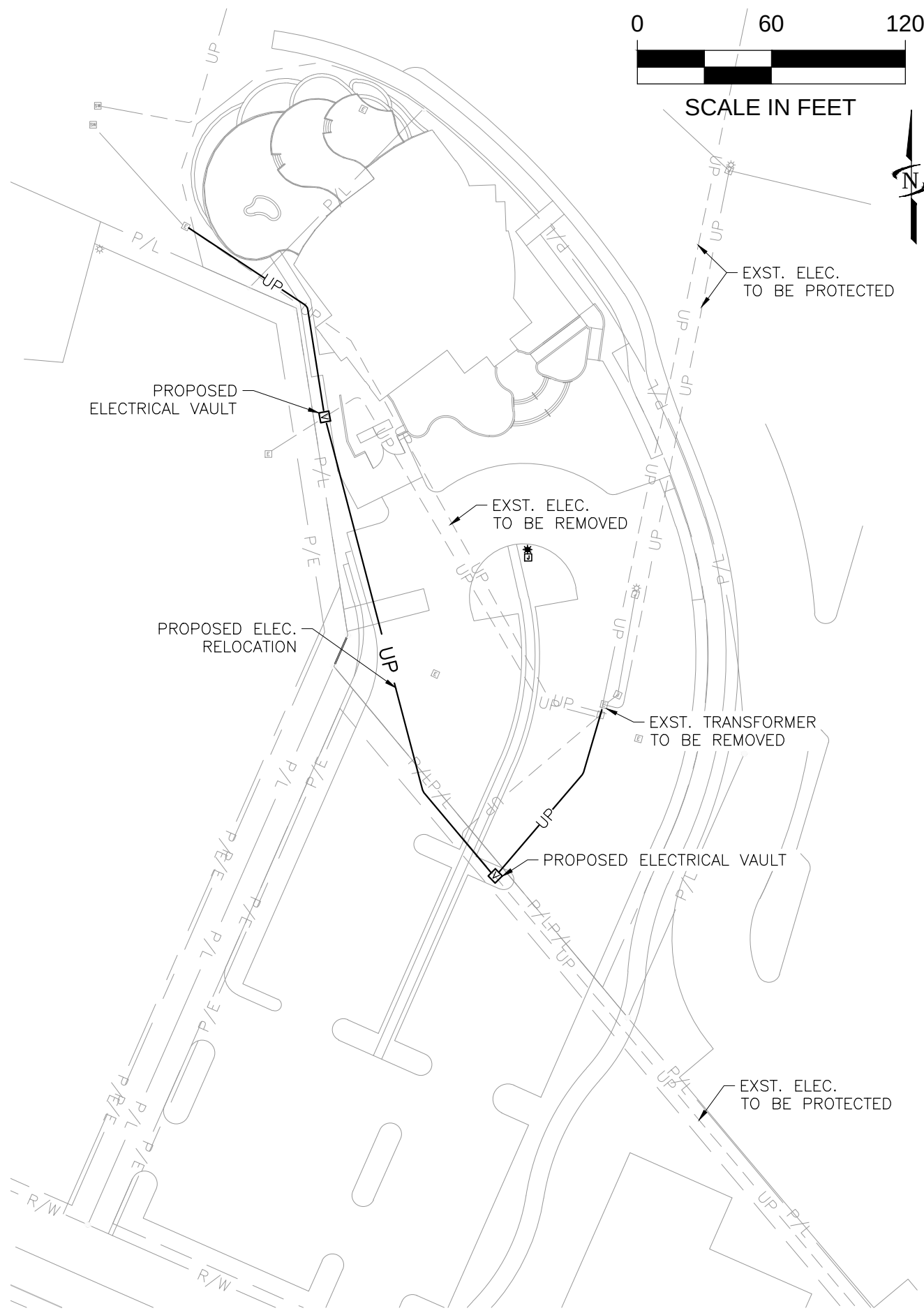
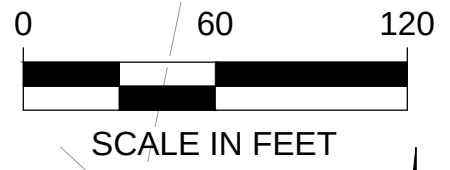


Exhibit G

Sewer Main and Pump Station

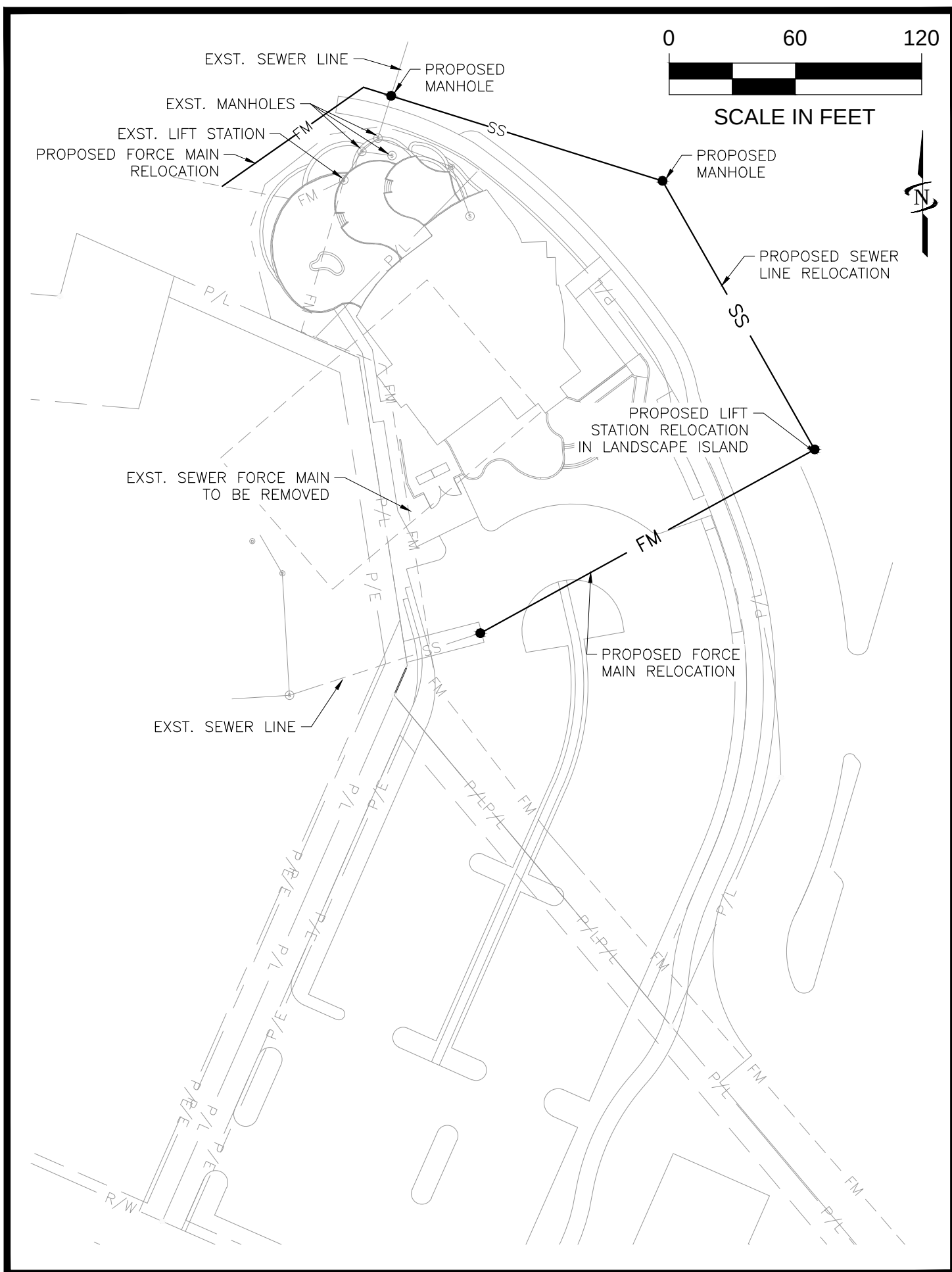
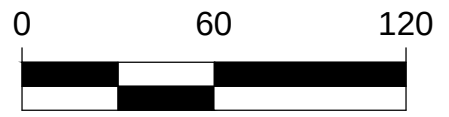


Exhibit H

Fire Hydrant, water line, and meter



SCALE IN FEET



PROPOSED WATER METER
RELOCATION

EXST. FIRE HYDRANT
TO BE REMOVED

EXST. WATER METER
TO BE REMOVED

EXST. WATER LINE
TO BE REMOVED

PROPOSED FIRE HYDRANT
RELOCATION

PROPOSED WATER LINE
RELOCATION

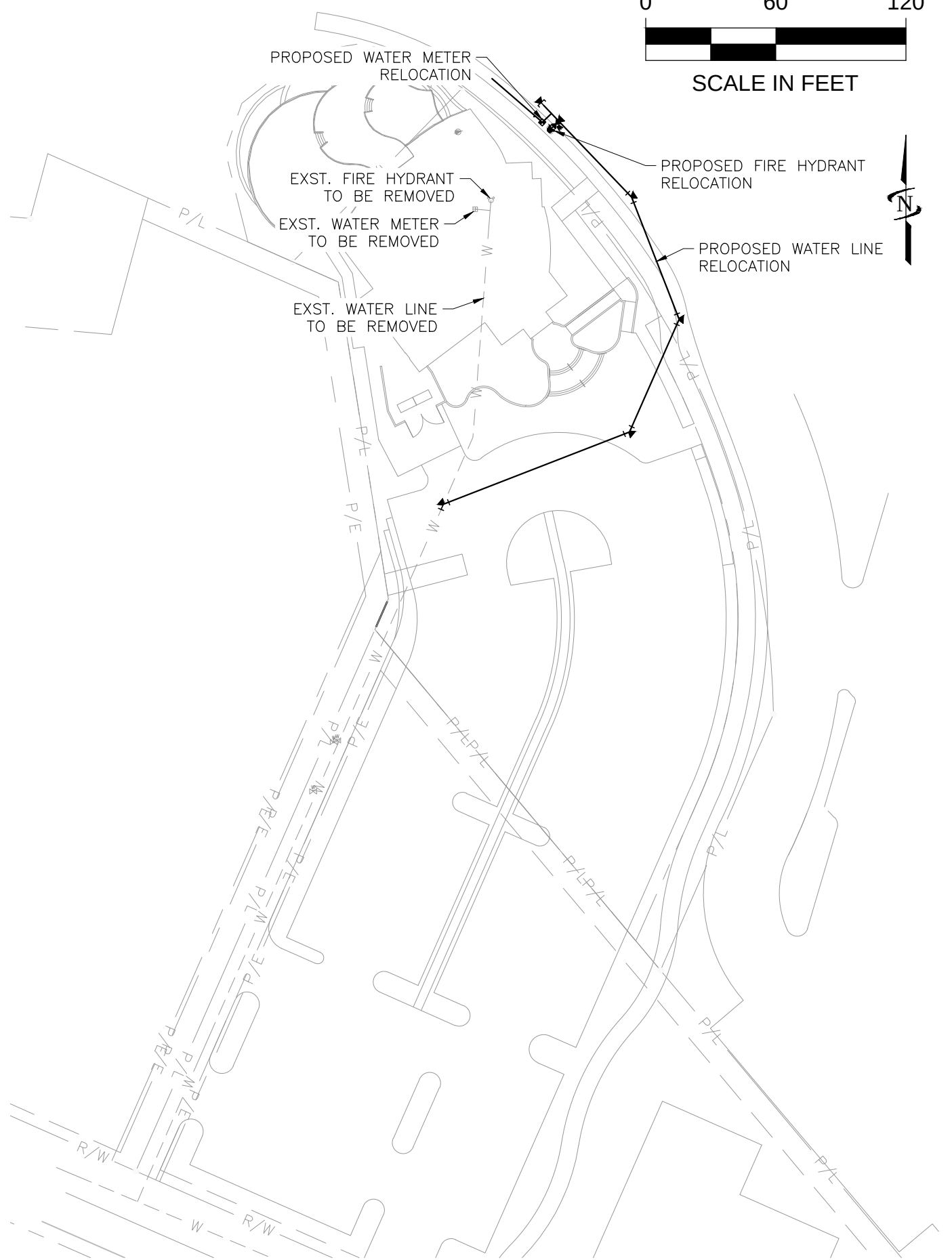


Exhibit I

Irrigation System

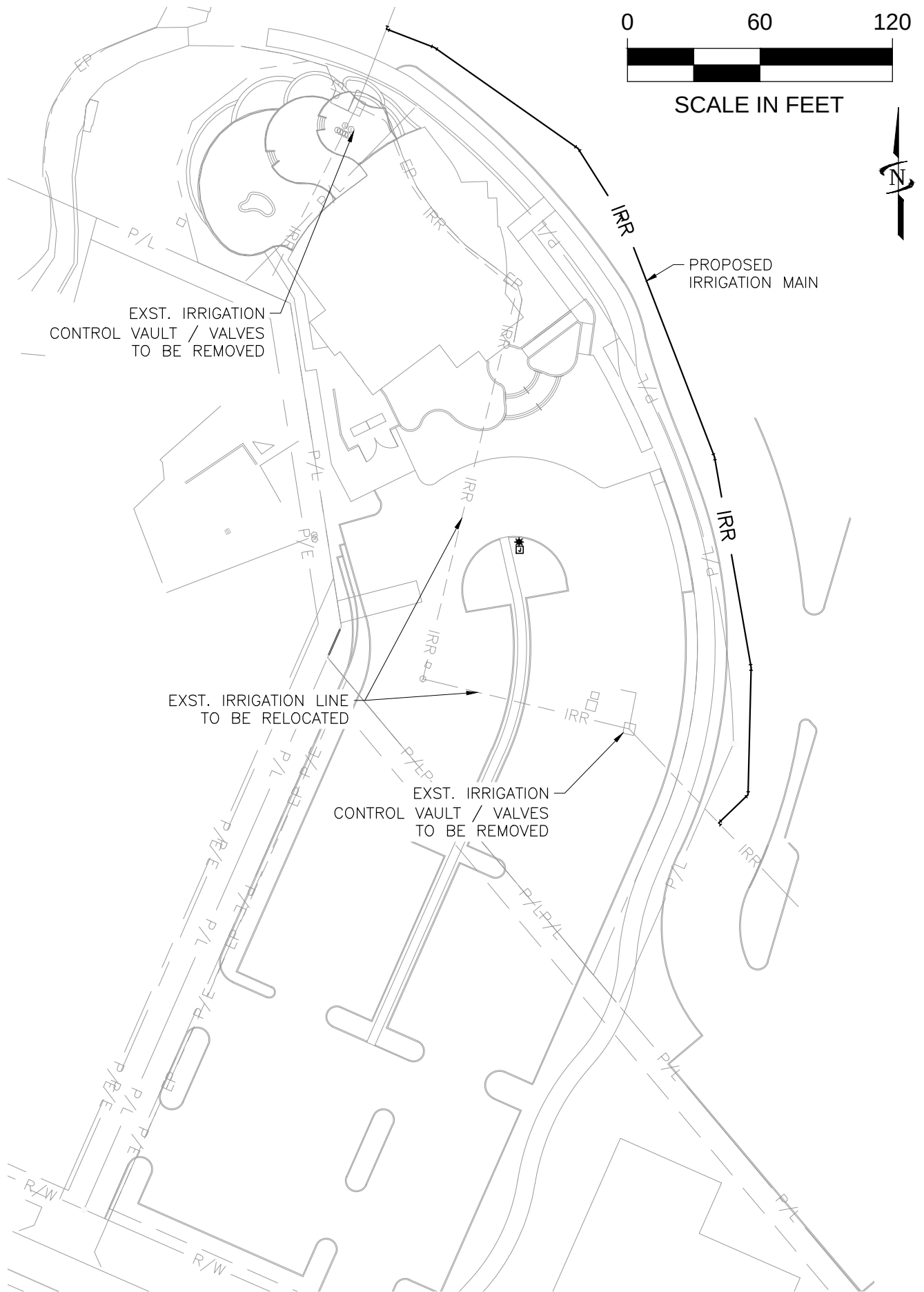
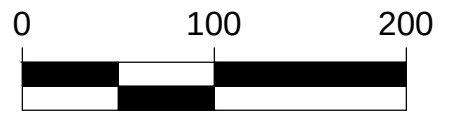


Exhibit J

Marina Parking Lot



SCALE IN FEET

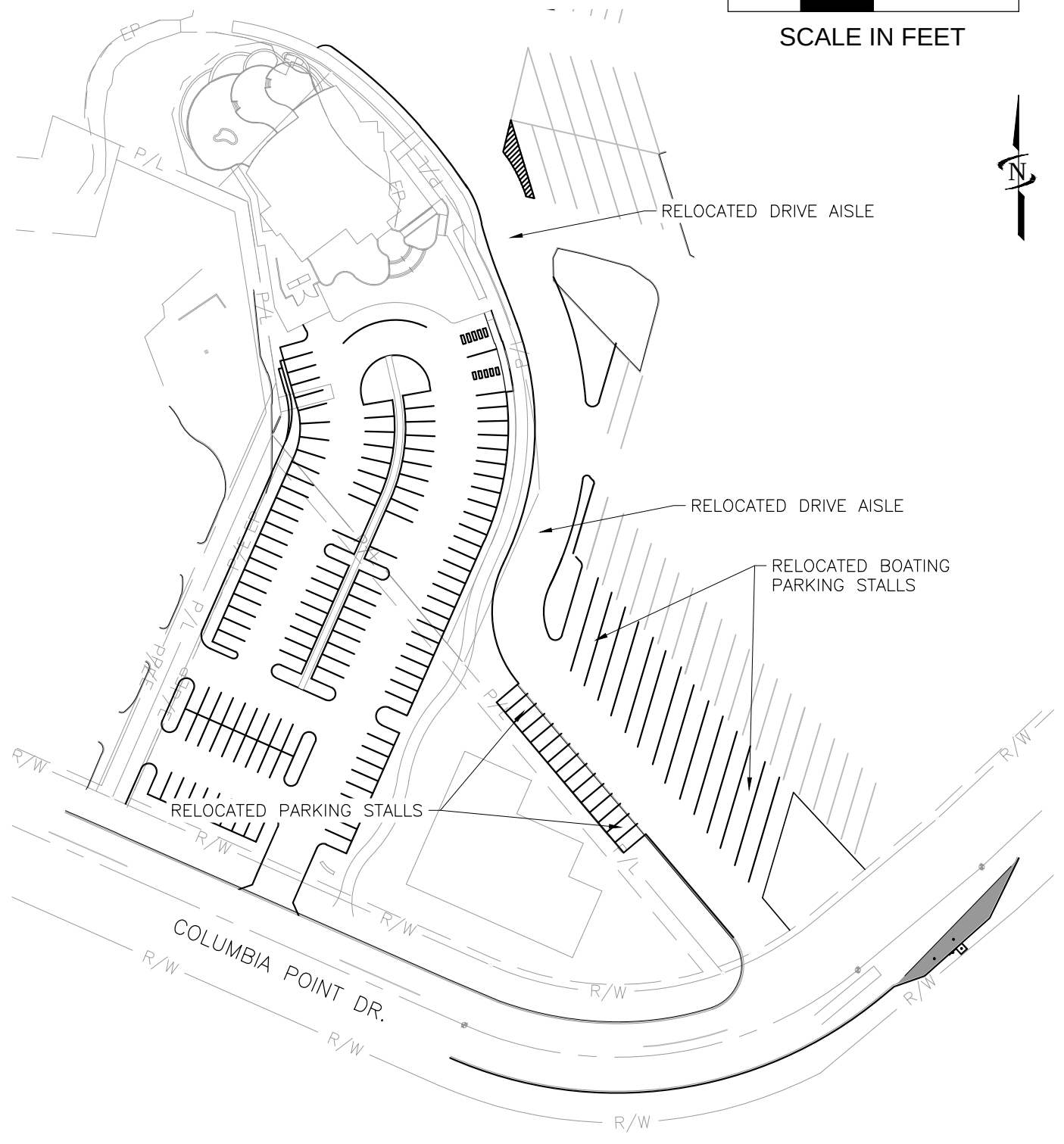


Exhibit K

Phase II Trail Improvements

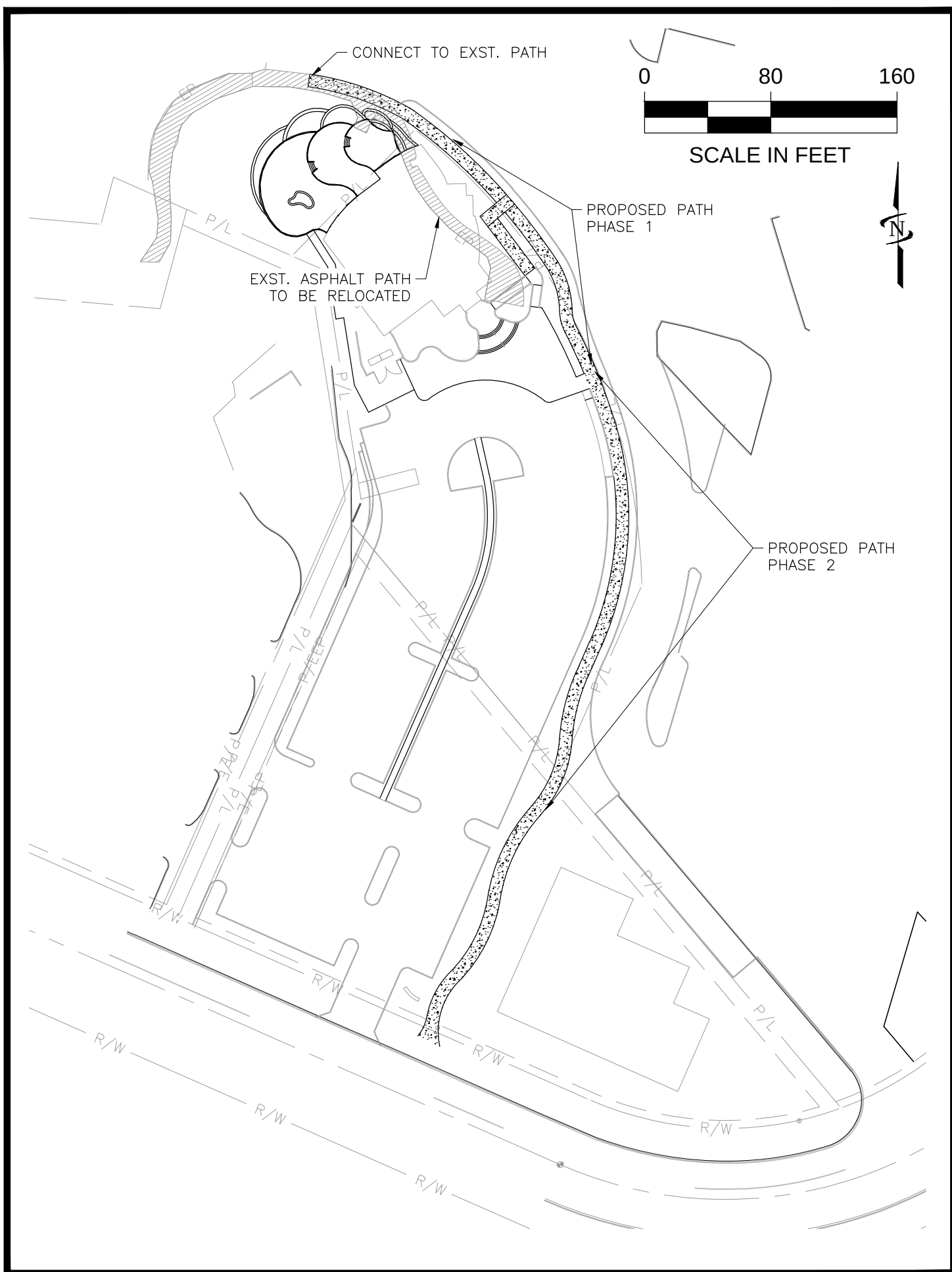


Exhibit L

Phase I Trail Improvements

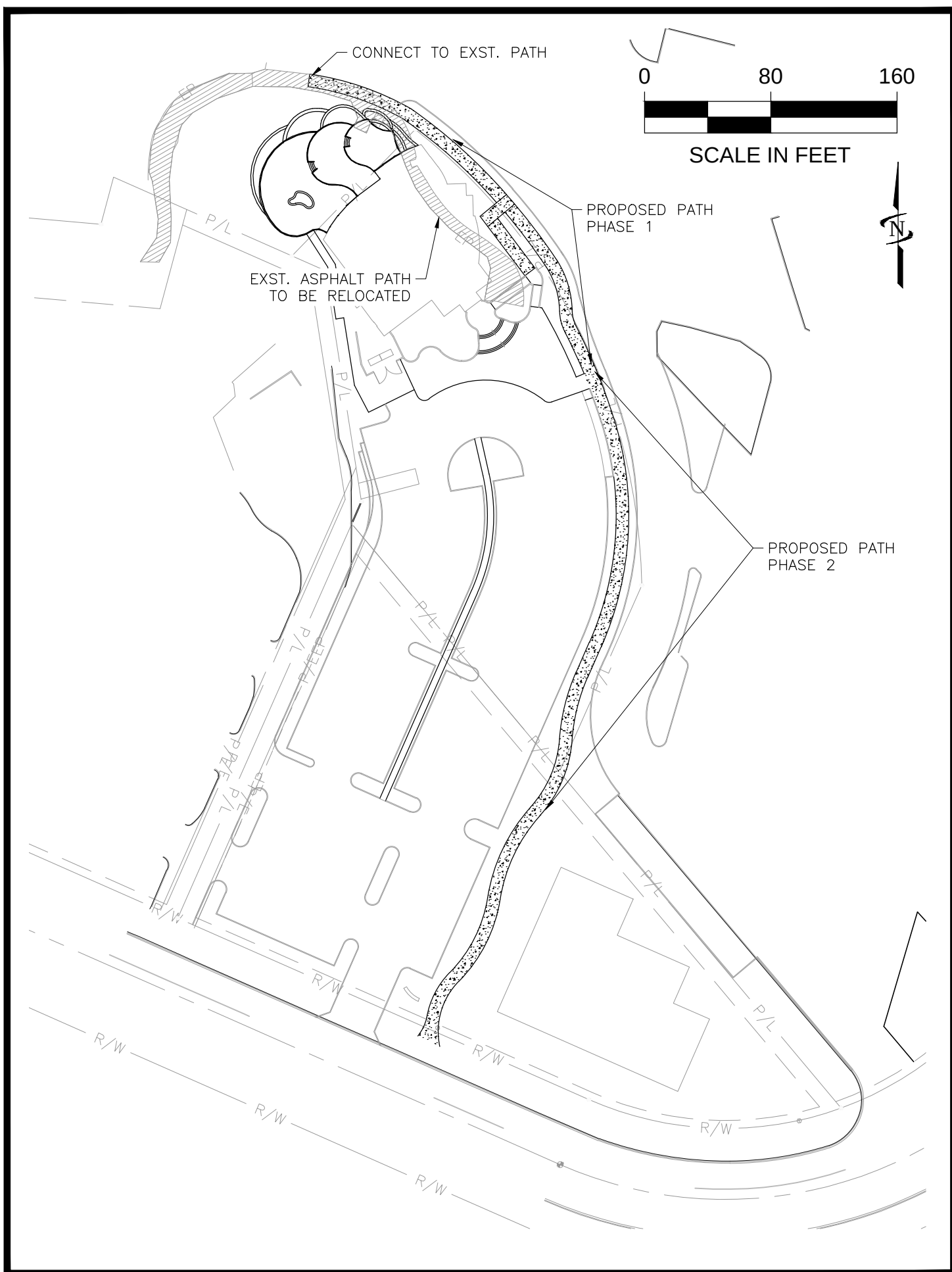


Exhibit M

Phase II Parking Lot

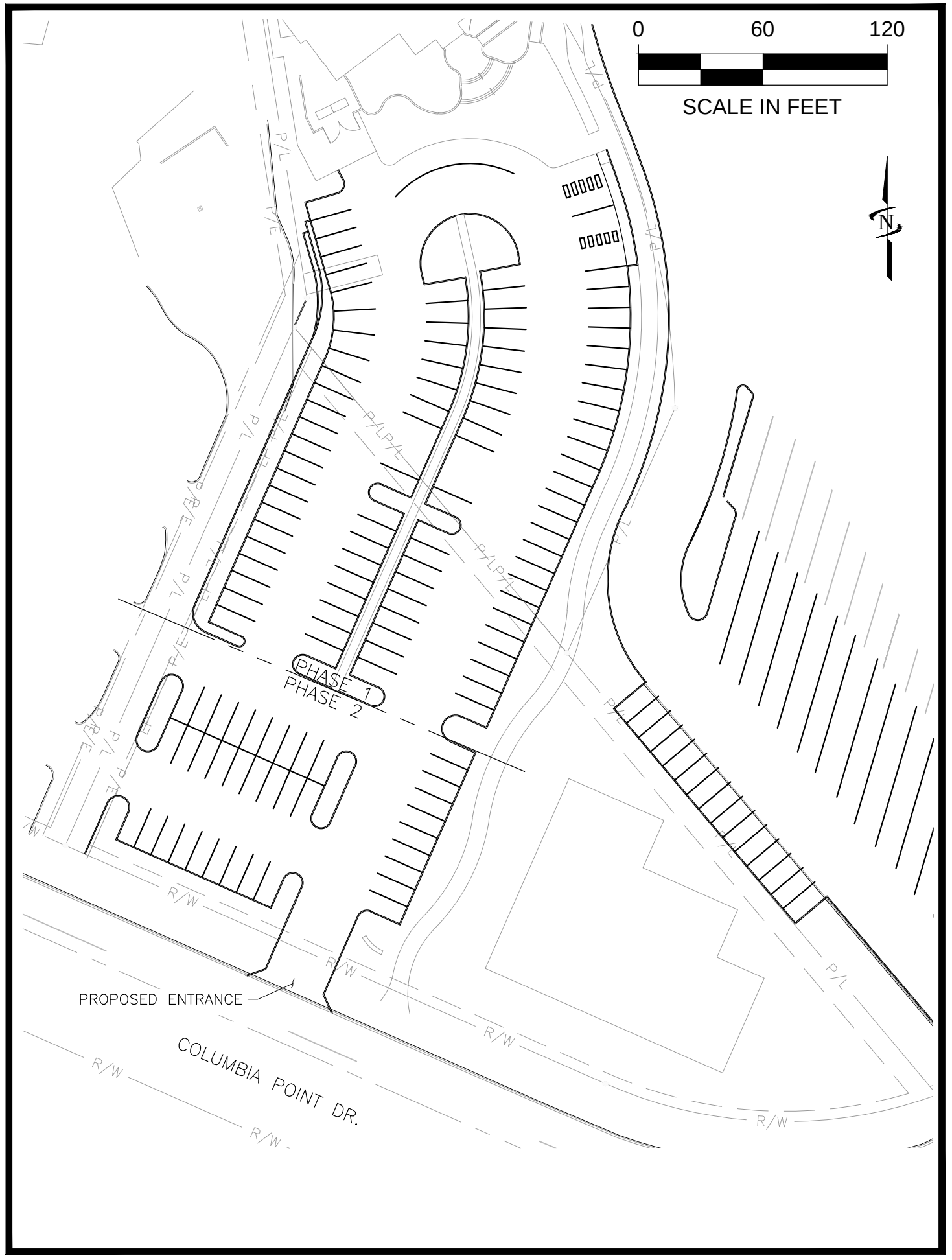
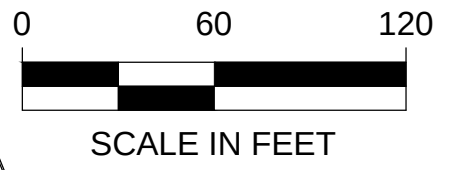


EXHIBIT (6A)

AFFIDAVIT OF MAILING

Notice of Application
Public Hearing Notice

Determination of Non-Significance

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

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

2. On the 13th day of Feb, 2015, I mailed a copy of the attached NOTICE OF APPLICATION and NOTICE OF PUBLIC HEARING, File No. SA2015-101 & EA2015-3, to the attached list of individuals via U.S. mail on the date indicated above.

Determination of Non-Significance
EA2015-3

Penny Howard
Print Name: Penny Howard

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



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



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

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

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

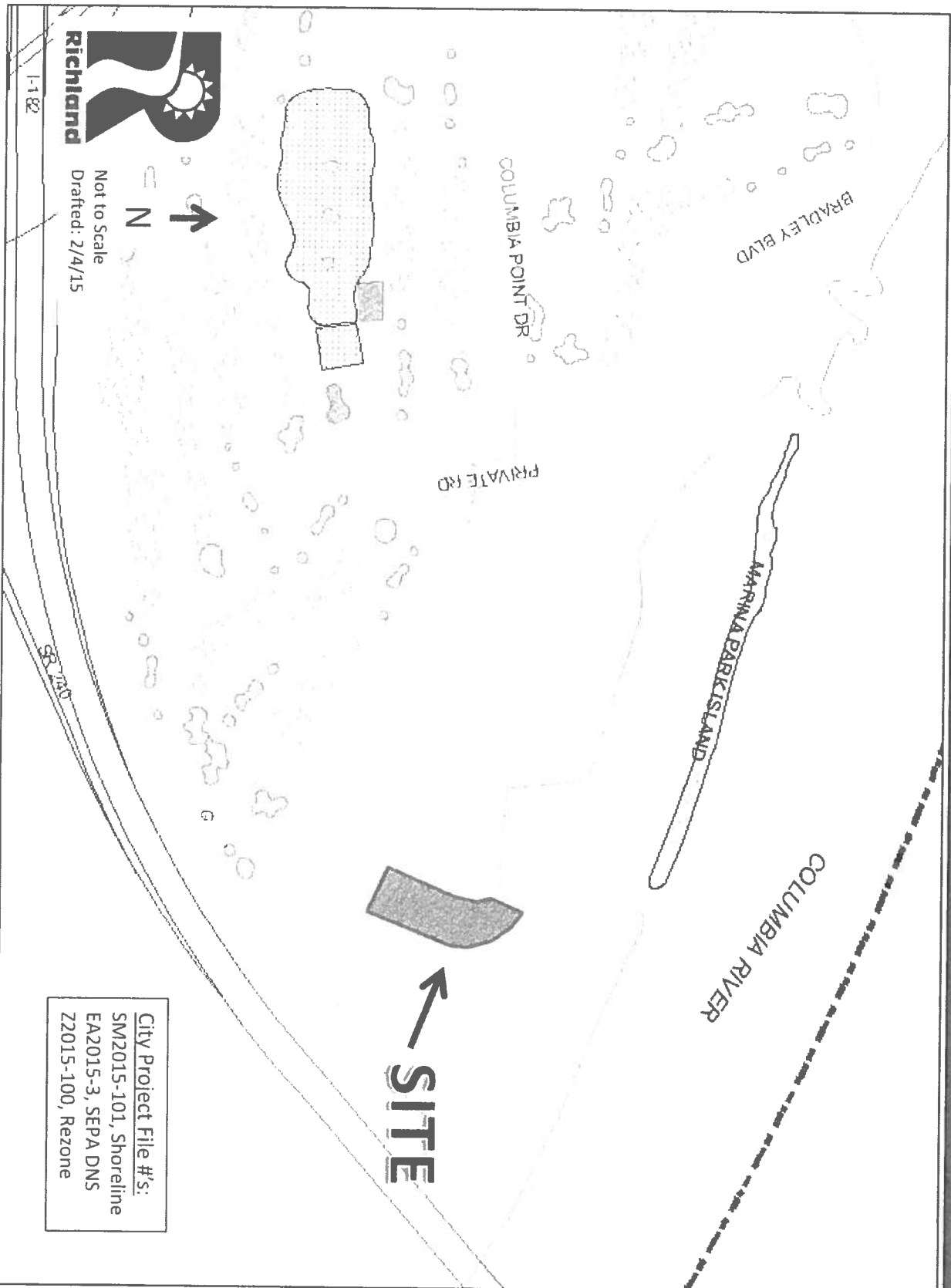
The shoreline and rezone applications will be a combined public hearing and review of the application before the City of Richland Hearing Examiner on Thursday March 12, 2015 at 6:00 P.M. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and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

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

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

AARON LAMBERT,
SENIOR PLANNER

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



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

EXHIBIT (6B)

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

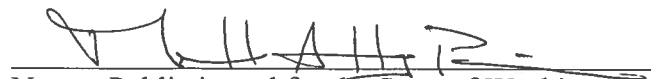
1. I am an employee in the Planning & Development Department for the City of Richland.

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


Aaron Lambert

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




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



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

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

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

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

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

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

AARON LAMBERT,
SENIOR PLANNER

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

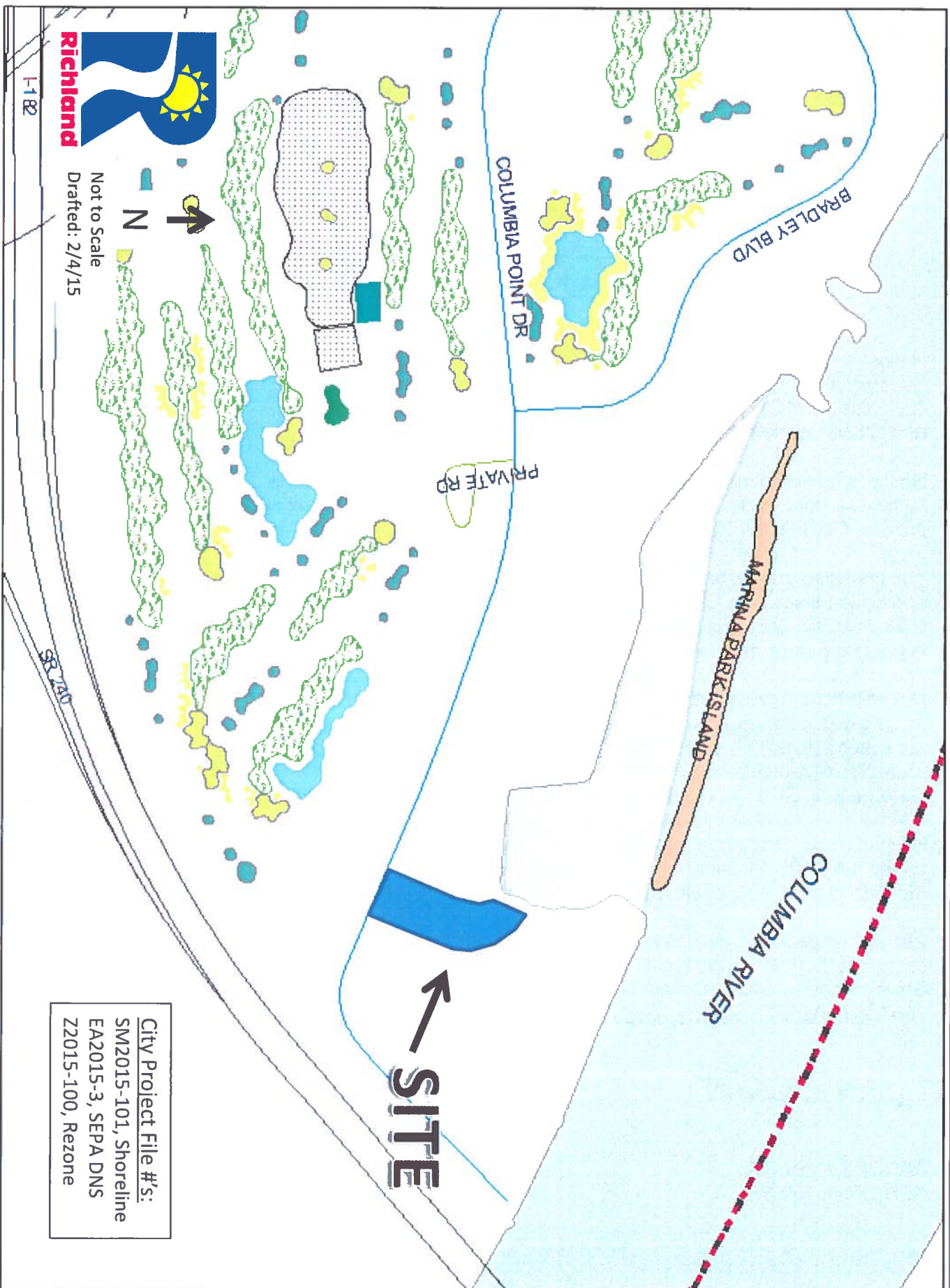


EXHIBIT (6C)

AFFIDAVIT OF PUBLISHING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

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


Print Name: Aaron Lambert

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




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

**CITY OF RICHLAND
NOTICE OF PUBLIC HEARING**

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

EXHIBIT (7)



File No. EA2015-3

CITY OF RICHLAND
Determination of Non-Significance

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

Proponent: Cindy Goulet

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

Lead Agency: City of Richland

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

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

Responsible Official: Rick Simon

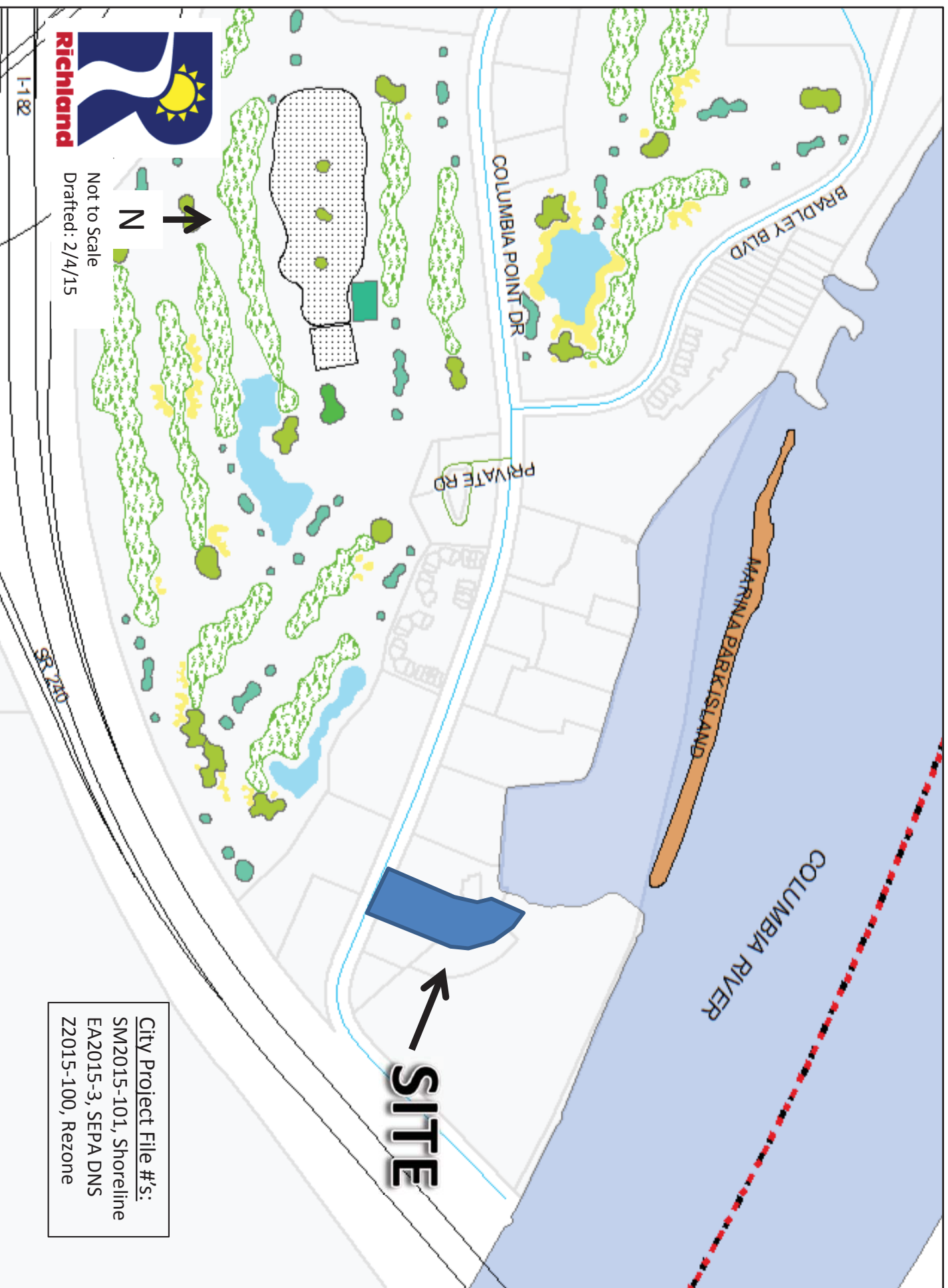
Position/Title: Development Services Manager

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

Date: February 4, 2015

Signature _____

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



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

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

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

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

Applicant Instructions

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

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

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

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

Use of Checklist for Nonproject Proposals

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

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

Part A • Background

Name of proposed project, if applicable:
LuLu Columbia Point

Applicant's Name/Contact Person | Phone
Cindy Goulet

(509) 727-5458

Address
4109 Westlake Ct

City
West Richland

State
WA

Zip
99353

No City
comments
on this
page.

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

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

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

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

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

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

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

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

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

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

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

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

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



SIGNATURE

1/30/2015

DATE SUBMITTED

Part D SUPPLEMENTAL SHEET FOR NONPROJECT ACTION

(Do not use these sheets for project actions)

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

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

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

None

Proposed measures to avoid or reduce such increase are:

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

No adverse impact

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

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

None

Proposed measures to protect or conserve energy or natural resources:

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

Not Applicable

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

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

None

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

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

None

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

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

None

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



ARCH.
SITE
PLAN
0310
214-014
JANUARY 30, 2015
JARPA-SITE04

LULU
COLUMBIA
POINT
JARPA
SUBMITTAL
RICHLAND, WA



DRAWN BY:
TT

CHECKED BY:
TT

PHASE
CD

REVISION NO.
00

The drawings are intended for use solely with respect to this project and are the property of
TERENCE L. THORNHILL Architect Inc. P.S.
which reserves all common law,
statutory, copyright and other rights.

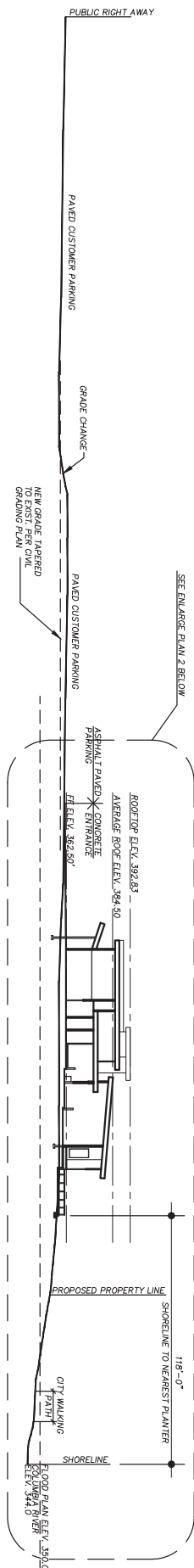


A Professional Service Corporation

509-547-8854
FAX 509-547-8912
tit@titarch.com

SUITE "A"
PASCO, WA
99301

TERENCE L
THORNHILL
ARCHITECT
9221 SANDFUR PARKWAY



Architectural elevation drawing of the second story of a building. The drawing shows the roofline, entrance, dining room, and outdoor patio. Key features and labels include:

- Roofline:** ROOF TOP ELEV. 392.83
- Entrance:** CONCRETE ENTRANCE
- Dining Room:** DINING ROOM
- Outdoor Patio:** OUTDOOR PATIO
- Property Lines:** PROPOSED PROPERTY LINE, SHORELINE TO NEAREST PLANTER
- Grading Plan:** NEW GRADE TAPERED TO EXIST PER CIVIL GRADING PLAN
- Elevation Markers:**
 - AVERAGE ROOF ELEV. 384.50
 - FF ELEV. 362.50'
 - 118'-0"
 - SHORELINE
 - FLOOD PLAN ELEV. 350.0
 - COLUMBIA RIVER ELEV. 344.0
- Other Labels:** ASPHALT PAVED PARKING, CITY WALKING PATH

 LULU
 COLUMBIA
 POINT
 JAPPA
 SUBMITTAL
 RICHLAND, WA

 SITE
 CROSS
 SECTION
 0300
 214-014
 JANUARY 30, 2015
 JAPPA-SITTED04

EXHIBIT (8A)

Howard, Penny

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

Mr. Lambert -

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

Thank you.

Very Respectfully,

Paul

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

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

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

Mr. Lambert -

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

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

Design plans and specifications are to be sent to:

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

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

Thank you,

Paul

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

509-527-7324

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

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

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

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

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

Sincerely,

Aaron Lambert

Senior Planner

City of Richland

Community Development

509.942.7587

EXHIBIT (8B)



EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION

W912EF-9-09-11

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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA



RODNEY HUFFMAN

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

ACKNOWLEDGMENT

STATE OF WASHINGTON)

ss:)

COUNTY OF WALLA WALLA)

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

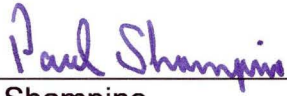
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of March, 2009.

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

(SEAL)

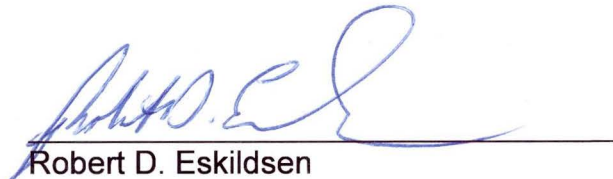


THIS QUITCLAIM DEED PREPARED BY:



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

REVIEWED FOR LEGAL SUFFICIENCY:



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



Scale: 1" = 200'
 Contour Interval: 2 feet
 Date of Photography: FEB. 9, 1952

AERIAL TOPOGRAPHIC MAP
 OF
 COLUMBIA POINT AND VICINITY
 BENTON COUNTY
 WASHINGTON

ALL RIGHTS & INTERESTS OF THE CITY OF RICHLAND IN THE MAP ARE HEREBY RELEASED TO THE CITY OF RICHLAND AND THE CITY OF RICHLAND ASSUMES ALL LIABILITY FOR THE MAP.

DATED
 March 1, 1952
 Washington State Department of Planning

DWG. NO. WW-RE-567
 EXHIBIT "A"

- NOTES:
1. Standard Project Flood (SPF) Levels computed by White Wolf District - Corps of Engineers.
 2. SPF Elevations are referenced to feet above mean sea level.
 3. SPF Profile does not show debris elevation 354' 6" because of possible impingement effect of large objects and possible flooding from Yakima River.
- R. Richland
 Corps of Engineers
 1/19/53

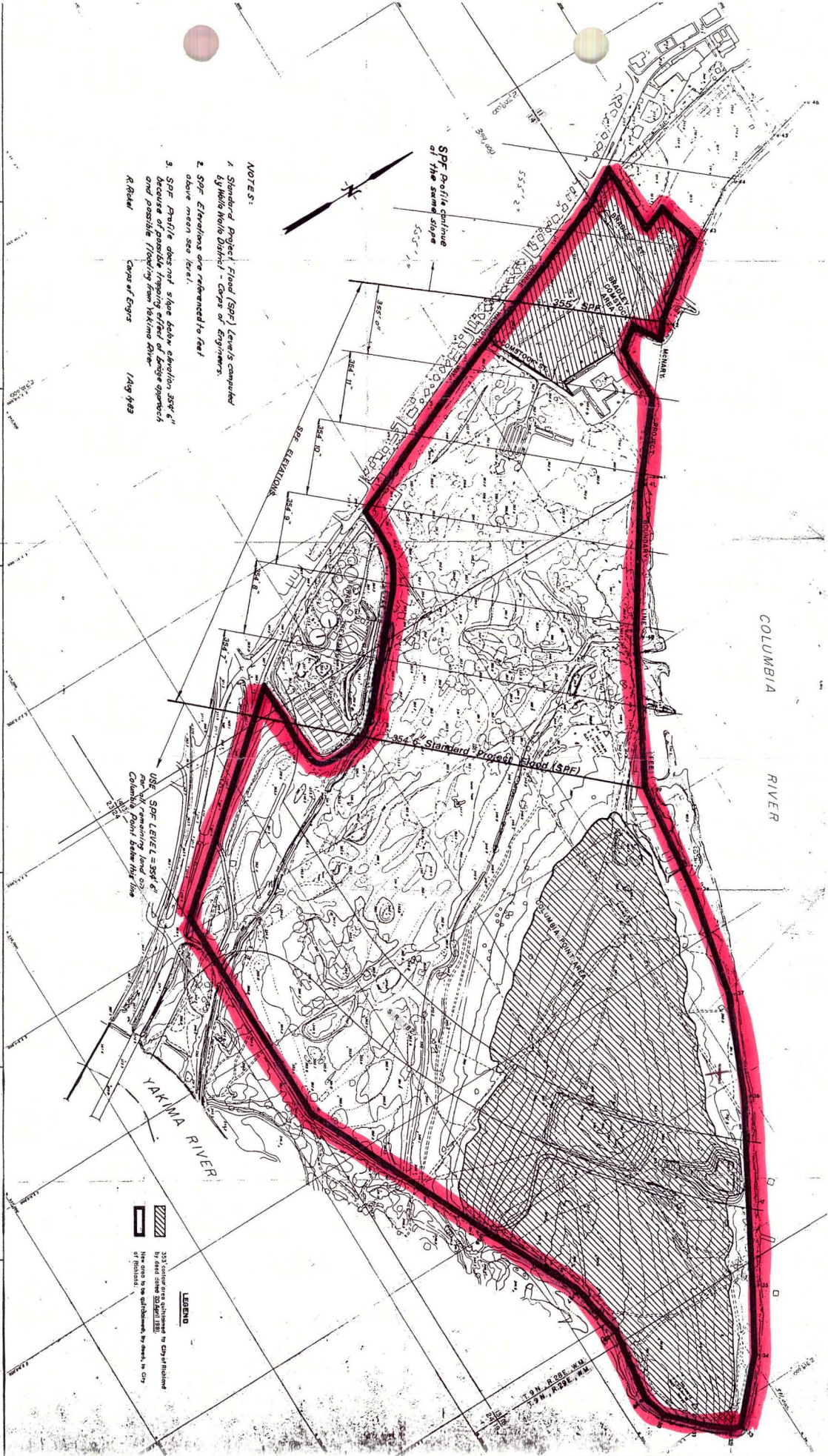


EXHIBIT (9)

Chapter 26.17

RICHLAND SHORELINE MASTER PROGRAM - URBAN ENVIRONMENT

26.17.010 Purpose.

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

26.17.020 Permitted uses – Special conditions.

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

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

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

26.17.030 Regulations.

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

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

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

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

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

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

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

26.21.040 Commercial development.

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

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

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

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

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

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

26.25.040 Development plan – Review – conditions for approval.

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

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

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

EXHIBIT (10)



MINUTES

Richland Parks and Recreation Commission Meeting # 1-2015

Richland City Hall – 505 Swift Boulevard – Council Chambers

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

CALL TO ORDER:

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

ATTENDANCE:

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

APPROVAL OF THE January 8, 2015 AGENDA:

New Business Item: Columbia Point Marina Park Surplus

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

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

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

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

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

RECREATION REPORT:

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

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

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

T-Ball is 5 and 6 year olds

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

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

PARKS AND FACILITIES REPORT:

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

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

PUBLIC COMMENTS:

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

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

Public Comment closed: 7:20 p.m.

PRESENTATIONS:

None

UNFINISHED BUSINESS:

2015 Parks and Recreation Commission Goals and Objectives discussion:

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

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

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

NEW BUSINESS:

Discussion of 2014 Annual Report to Council

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

Project Update

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

Columbia Point Marina Park Property Surplus

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

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

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

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

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

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

PARKS AND RECREATION COMMISSION COMMENTS:

Kit McBurney: Thanked the public for all their comments.

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

Kasthuri: Very excited for the upcoming year.

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

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

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

Reviewed by: Joe Schiessl, Parks and Public Facilities Director

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

EXHIBIT (11)





Not to Scale
Source:
Google
Street View

View from Columbia Point Drive looking North at Site



Not to Scale
Source:
Google
Street View

View from Columbia Point Drive & Park Access Road looking Northwest



Not to Scale
Source:
Google
Street View

View from Columbia Point Marina Park looking West



View from Columbia Point Marina Park looking West



Not to Scale
Source:
Google
Street View



View from Columbia Point Marina Park looking South



Not to Scale
Source:
Google
Street View



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

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

Department:
Public Works

Ordinance/Resolution Number:
21-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 21-15, amending RMC Title 15, relating to Solid Waste disposal rates.

Summary:

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

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

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

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

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

On April 7, 2015, Council gave first reading to this ordinance.

Fiscal Impact:
No

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

Attachments:

I. Ordinance 21-15

ORDINANCE NO. 21-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.12.040 Specifications for refuse containers.

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

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

~~15.16.050 Contracts for swill collection.~~

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

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

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

15.20.010 Delinquency.

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

15.20.020 Schedule for service charges.

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

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

MONTHLY RESIDENTIAL SOLID WASTE RATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL COLLECTION RATES

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

COMMERCIAL COLLECTION RATES

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

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

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

COMMERCIAL RECYCLING RATES

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

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

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

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

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

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

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

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

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

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

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

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

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

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

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, CMC
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

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

Department:

Public Works

Ordinance/Resolution Number:

22-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 22-15, increasing 2015 budget appropriation in Water Administration and the Capital Improvement Plan.

Summary:

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

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

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

As required, a public hearing was held April 7, 2015, along with first reading of the ordinance. No testimony was provided at the hearing. Staff recommends approval of the ordinance.

Fiscal Impact:
Yes

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

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

Attachments:

I. Ordinance 22-15

ORDINANCE NO. 22-15

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council will consider forming a local improvement district for property owners in the Reata Annexation in April of this year; and

WHEREAS, City staff has estimated the budget for the proposed local improvement district and identified a line of credit method of financing the project through construction; and

WHEREAS, the proposed local improvement district is smaller in scope and budget than that anticipated in the CIP; and

WHEREAS, RCW 35.33.121(5) provides that, upon a finding that it is to the best interest of the city to do so, the City Council may decrease all or any portion of the total appropriations provided for any one fund, and the moneys thus released may be re-appropriated for another purpose, without limitation to department, division or fund; and

WHEREAS, if the City Council approves the local improvement district, the construction would be more appropriately accounted for in the Special Assessment Construction Fund rather than as currently budgeted in the Wastewater Fund; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 7, 2015, regarding the increase in appropriations in the Water Fund budget and in the Special Assessment Construction Fund.

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

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

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

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended in the Water Fund to provide for \$80,000 in additional appropriations from water facility fee reserves. In addition, the 2015 Budget is also hereby amended to remove the \$6,519,410 South Richland ULID appropriation, funded by a line of credit, from the Wastewater Fund; and to re-appropriate \$850,000 of this amount in the Special Assessment Construction Fund in support of the Reata Road Area ULID. The aforementioned changes to appropriations are summarized as follows:

Water Fund

Current Appropriation:	\$16,681,287
Increase in Appropriation:	<u>\$ 80,000</u>
Amended Appropriation:	\$16,761,287

Wastewater Fund

Current Appropriation:	\$19,784,349
Reduction in Appropriation:	<u>(\$ 6,519,410)</u>
Amended Appropriation:	\$13,264,939

Special Assessment Construction Fund

Current Appropriation:	\$ 5,279
Increase in Appropriation:	<u>\$ 850,000</u>
Amended Appropriation:	\$ 855,279

Section 4. The 2015–2030 Capital Improvement Plan is amended to remove the South Richland Utility Local Improvement District and add the Reata Road Area Utility Local Improvement District project, as shown in the attached exhibits.

Section 5. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 26, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 46-15, Authorizing an Agreement with WestCliffe, Inc. for City Financial Participation in Water Pipeline Construction

Department:
Public Works

Ordinance/Resolution Number:
46-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 46-15, authorizing the City Manager to sign and execute an agreement with Westcliffe, LLC for City financial participation in water pipeline construction.

Summary:

Westcliffe, LLC is the developer of the plat of Westcliffe. This plat is located in South Richland and is bounded to the north and east by the KID canal, to the west by Queensgate Blvd., and to the south by Gala Way.

In accordance with current development standards, Westcliffe, LLC is required to install an eight-inch PVC water main in all streets of his development. The City's Water System Plan calls for a 12-inch ductile iron water main to be installed through this area. This oversized water main will provide capacity for future development to the general area surrounding the plat of Westcliffe, and also supply water for upper pressure zones needed for future development.

Westcliffe, LLC agreed to install the larger 12-inch water main as part of his construction if the City would reimburse him for the extra costs. This type of reimbursement is authorized in Section 18.34 of the Richland Municipal Code. The oversizing costs have been established from actual construction prices to be a total of \$53,001.14.

Approval of the proposed agreement will reimburse Westcliffe, LLC for the extra material and labor costs associated with installing a larger water main than was needed to serve the plat of Westcliffe Phase 12.

Fiscal Impact:
Yes

The oversizing reimbursement will be paid from Water Facility Fee revenues which had an undesignated balance of \$758,223 as of 12-31-2014. Ordinance No. 22-15, scheduled for final passage at tonight's Council meeting, will provide the budget authority to complete the proposed agreement.

Attachments:

1. Resolution No. 46-15
2. Water Oversizing Agreement

RESOLUTION NO. 46-15

A RESOLUTION of the City of Richland authorizing the execution of an agreement with Westcliffe, LLC to compensate for oversizing the water main in the Westcliffe Phase 12 development.

WHEREAS, Richland Municipal Code (RMC) Section 24.20.050 requires that new subdivisions be provided with a potable water distribution system; and

WHEREAS, RMC Section 18.34.020 requires developers of new subdivisions to provide the potable water distribution system at their expense; and

WHEREAS, RMC Section 18.34.020 allows the City to financially participate in the expense of constructing the potable water distribution system when doing so would provide capacity beyond the developer's needs and to the benefit of the City's potable water distribution system; and

WHEREAS, the City's selected vehicle for participating in the cost of oversized water pipelines is through a reimbursement agreement once the pipeline is installed by the developer; and

WHEREAS, the City's 2010 Water System Plan includes locations where water distribution pipelines must be larger than required for local service in order to meet larger area service demands; and

WHEREAS, one of the locations where a larger water distribution pipeline is called for by the Water System Plan is within the Westcliffe Subdivision; and

WHEREAS, the Westcliffe developer constructed a water main in Meadow Hills Drive, Gala Way and Pisa Lane within the residential development known as Westcliffe Phase 12; and

WHEREAS, the Westcliffe Developer was required, by the provisions of Titles 18 and 24 of the RMC, to install 8-inch PVC water mains within all streets within in this development; and

WHEREAS, to implement its 2010 Water System Plan, the City desires to enlarge the water main within the streets known as Meadow Hills Drive, Gala Way and Pisa Lane to a 12-inch ductile iron main; and

WHEREAS, this oversized water main will benefit the City's Tapteal 3 domestic water distribution system and allow for future development to the south and east of Westcliffe and is not for the specific benefit of this development; and

WHEREAS, the City's Public Works Department engineering staff have approved the construction plans for the oversized water pipeline, observed its installation and testing, and reviewed and verified the construction costs provided by the Westcliffe developer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Westcliffe LLC to compensate the developer for oversizing the water main in the Westcliffe Phase 12 development.

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

WATER MAIN OVERSIZING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the CITY OF RICHLAND, WASHINGTON, a municipal corporation, hereinafter referred to as "CITY" and MR. MARK BAUDER, WESTCLIFFE, LLC, hereinafter referred to as "DEVELOPER" and together, hereinafter referred to as the "PARTIES."

WHEREAS, the Developer constructed a water main in Meadow Hills Drive, Gala Way and Pisa Lane within the residential development known as "Westcliffe Phase 12"; and

WHEREAS, the Developer is required to install 8-inch PVC water mains within all streets within in this development; and

WHEREAS, the City desired to enlarge the water main within the streets known as Meadow Hills Drive, Gala Way and Pisa Lane to a 12-inch ductile iron main in order to improve the City's domestic water system and be in accordance with the City's Comprehensive Water System Plan; and

WHEREAS, this oversized water main will benefit the City's Tapteal 3 domestic water distribution system and allow for future development to the south and east of Westcliffe and is not for the specific benefit of this development.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1: That the Developer has installed approximately 1,860 linear feet of 12-inch ductile iron water main and its associated fittings within Meadow Hills Drive, Gala Way and Sicily Lane, all within the boundaries of the plat of Westcliffe Phase 12

and in accordance with the City's Comprehensive Water System Plan and the Westcliffe Phase 12 engineering construction plans approved by the City on April 30, 2014.

Section 2: That the City accepted the water main on November 14, 2014 and will own, operate and maintain the water main as part of the City's domestic water system.

Section 3: The total oversizing costs incurred by the Developer is \$53,001.14, based on actual construction prices.

Section 4: The City will reimburse the Developer a total amount of \$53,001.14 for the costs to oversize the water main and associated fittings within Meadow Hills Drive, Gala Way and Pisa Lane from 8-inch PVC pipe to 12-inch ductile iron pipe.

IN WITNESS WHEREOF the parties have executed this agreement at Richland, Washington, the day and year first written above.

CITY OF RICHLAND

DEVELOPER

By: _____
Cynthia D. Johnson
City Manager

By: _____
Mark Bauder
Westcliffe, LLC

Attest:

Marcia Hopkins
City Clerk

Approved as to Form:

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 75-15, Authorizing Right-of-Way Acquisitions for the Center Parkway Project

Department:
Public Works

Ordinance/Resolution Number:
75-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 75-15, authorizing the City Manager to sign and execute documents necessary to implement the property donation from Tapteal II, LLC, authorizing the purchase of right-of-way from Victor and Christina Gomez, and authorizing execution of an agreement amendment and easement deed with the Port of Benton.

Summary:

The Cities of Richland and Kennewick have worked together since 2001 to widen Gage Boulevard and extend Center Parkway between Gage Boulevard in Kennewick and Tapteal Drive in Richland. Improvements to Gage Boulevard have been completed with the extension of Center Parkway remaining.

Center Parkway is needed to improve mobility, reduce congestion, improve emergency response times and facilitate highest and best use economic development. The Center Parkway Extension project is fully funded and is proceeding to final design and construction. Since much of the alignment for this street is new, acquisition of private property is needed to assemble the right of way and complete the project.

City staff have initiated right-of-way acquisition procedures for the project. Staff activities are guided by state and federal regulations and include purchase offers based on fair market value appraisals. To date one property owner has signed a purchase and sale agreement, one property owner has agreed to donate his property, and the Port of Benton has agreed to amend their 2006 agreement with the Cities to enable the project. The Port of Benton's tenant, the Tri-City Railroad, has not agreed to release their lease interest and is contesting the project through litigation.

The proposed agreements and donation letter reflect completion of successful negotiations with three property owners: 1) Victor and Christina Gomez, 2) Tapteal LLC, and 3) The Port of Benton. The amount to be paid to Victor and Christina Gomez will be \$13,000, the same amount as the fair market value appraisal. The City will pay only the costs to prepare documents and record the transfer of Tapteal II, LLC's property to the City. The Port of Benton agreement requires no monetary compensation to the Port of Benton, so the City will pay only the costs of document preparation and recording.

Negotiations for several additional parcels are under way, with the timeline for completion uncertain.

Fiscal Impact:

The total cost of the three property acquisitions, including the \$13,000 purchase price, is estimated at \$18,000. These costs were anticipated in the project budget and funding is available to complete these acquisitions.

Attachments:

1. Resolution No. 75-15 - Authorizing Center Parkway Right of Way Acquisitions
2. Gomez PSA
3. Tapteal LLC ROW Donation
4. Port of Benton - Railroad Crossing Agreement Amendment No. 1

RESOLUTION NO. 75-15

A RESOLUTION of the City of Richland authorizing the City Manager to acquire certain real property interests of Tapteal II, LLC by voluntary donation, Port of Benton by agreement, and Victor and Christina Gomez by negotiated voluntary purchase for the purpose of extending Center Parkway from Gage Boulevard to Tapteal Drive.

WHEREAS, the Comprehensive Plans for the Cities of Richland and Kennewick, and the Regional Transportation Plan include extension of Center Parkway between Gage Boulevard in Kennewick and Tapteal Drive in Richland; and

WHEREAS, in September, 2001, the Cities of Richland and Kennewick entered into an Interlocal Agreement for completion of Gage Boulevard and Center Parkway; and

WHEREAS, Center Parkway is needed to improve mobility, reduce congestion, improve emergency response times, and facilitate highest and best use economic development; and

WHEREAS, the Cities of Richland and Kennewick have dedicated local funding and received state and federal funding to extend Center Parkway from Gage Boulevard to Tapteal Drive; and

WHEREAS, Supplement No. 2 of the 2001 Joint Agreement between the Cities of Richland and Kennewick designated the City of Richland as the lead agency for right-of-way acquisition, design and construction of Center Parkway from Gage Boulevard to Tapteal Drive; and

WHEREAS, the City has identified several properties that must be acquired to complete Center Parkway; and

WHEREAS, property acquisitions for Center Parkway will be completed in accordance with state and federal process requirements; and

WHEREAS, in accordance with state and federal regulations, the City of Richland completed appraisals to determine the fair market value of the properties and has negotiated in good faith with the owners of the properties to be acquired; and

WHEREAS, the Tapteal II, LLC property owner has documented his intention to forgo compensation and donate his property that the Cities need to complete Center Parkway; and

WHEREAS, the Port of Benton has reaffirmed its 2006 agreement with the Cities providing its interests in a railroad right of way corridor for siting and completion of Center Parkway; and

WHEREAS, the agreement with the Port of Benton requires the Cities to separately acquire the interests of the Tri-City Railroad, the lessee of the Port's railroad right of way; and

WHEREAS, negotiations with the Tri-City Railroad are ongoing; and

WHEREAS, Victor and Christina Gomez have one (1) property affected by the Center Parkway Extension project and have agreed to sell their property and provide a temporary construction easement for the project; and

WHEREAS, the funds necessary to acquire the properties shall be paid by Center Parkway Extension Project funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager and staff are hereby authorized to:

1. Sign and execute the purchase agreement and statutory warranty deed, and all other documents necessary to complete the purchase of the Gomez property.
2. Sign and execute a deed and such other documents necessary to complete the acquisition of the Tapteal II, LLC property.
3. Sign and execute an agreement amendment, easement deed and such other documents necessary to complete the acquisition of the Port of Benton property.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2014 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **VICTOR AND CHRISTINA GOMEZ**, ("Sellers).

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

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

(Exhibits A)

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

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

The Property described in Section 1.1. shall be conveyed to Purchasers by a Statutory Warranty Deed (the "Deed") subject to the Permitted Exceptions and at the time of payment. The Deed shall be delivered to Purchasers at Closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Thirteen Thousand Dollars (\$13,000) which includes Five Thousand Dollars (\$5,000) for land in fee, Three Hundred Dollars (\$300) for improvements and Seven Thousand Seven Hundred Dollars (\$7,700) for a temporary construction easement. The temporary construction easement will expire at final completion of construction of project.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Tri-City Title Company. These funds will be deposited in escrow account with Tri-City Title Company.

Contract No: _____

The Purchaser shall be entitled to any interest accrued on the earnest money deposit.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Tri-City Title Company (the "Title Company") a limited liability report on the Property, and copies of all documents referred to therein, and furnish same to Seller.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2., this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Council Approval. The Closing of this transaction is contingent upon approval of this agreement by the City Council of the City of Richland.

4. Closing. On or before the date of Closing, as described below, Purchasers shall deliver to the Escrow Company, Tri-City Title Company, the Purchase Price for the Property in the form of a certified or cashier's check less the earnest money previously paid and interest on the earnest money deposit. Seller shall deliver the Deed, as approved by Purchasers, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchasers, Title Company shall record and deliver to Purchasers the Deed; and issue and deliver to Purchasers the standard owner's policy of title insurance.

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and *the full* premium for a standard owner's policy of title insurance.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall

Center Parkway ROW - Gomez

Contract No: _____

occur at Tri-City Title Company and shall have occurred on a date specified by Tri-City Tile Company by written notice to Sellers.

5. Title. Upon Closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchasers by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the Closing Date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchasers' prior written consent.

6.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchasers' prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions.

6.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchasers, each of which shall be true on the date hereof and on the date of Closing.

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

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

6.2.3. As of the date hereof, to the best of Seller's knowledge, during the Contract Period:

Contract No: _____

6.2.4. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

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

Seller shall immediately give Purchasers written notice of any event which would make any representation or warranty set forth in Section 6.2. incorrect or untrue.

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

6.3.1. Purchaser represents that it has sufficient funds to close this transaction.

6.4 Survival of Covenants. The Covenants, Representations, and Warranties contained in Section 6. of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchasers.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the Closing Date (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchasers or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2)-day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchasers at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1., neither Purchasers nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing,

Contract No: _____

Purchasers shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

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

Purchasers hereby waive all other remedies on account of a breach hereof by Seller.

9. Liquidated Damages. IN THE EVENT OF MATERIAL DEFAULT BY PURCHASERS IN THE PERFORMANCE OF THEIR OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATIONS TO PURCHASERS AND KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASERS AGREE THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER, IN THE EVENT OF A DEFAULT BY THE PURCHASERS. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT, IS A REASONABLE ESTIMATE OF THE DAMAGES.

10. Miscellaneous.

10.1. Finders Fee. Purchasers and Seller each agree that a real estate finder's fee (collectively, "Real Estate Compensation") is not due to any third party or to each other. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 10.1. shall survive the Closing.

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

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

Contract No: _____

TO SELLERS:

Victor Gomez
Christina Gomez
8236 West Gage Boulevard
#108
Kennewick, WA 99336

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7500
FAX: (509)942-7468

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

10.4. Assignments and Successors. Purchasers, without being relieved of any liability hereunder, may not assign this Agreement without Seller's consent, for any purpose.

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

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

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

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

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

Contract No: _____

10.10. Further Assurances. Purchasers and Seller shall make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

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

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

10.13. Scrivener: The party drafting this agreement is the City of Richland. The sellers are encouraged to review the contract with their own attorney, before signing this agreement.

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

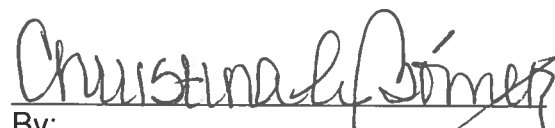
CITY OF RICHLAND – PURCHASER

By: Cynthia D. Johnson
Its: City Manager

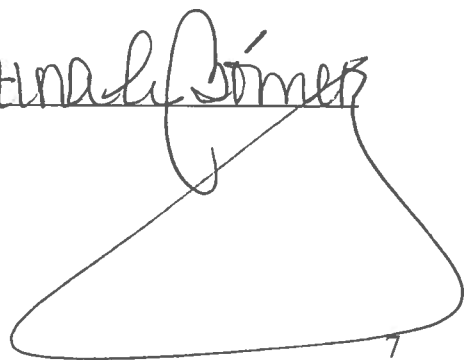
VICTOR GOMEZ - SELLER

By: 
Its: Owner

CHRISTINA GOMEZ - SELLER

By: 
Its: Owner

Center Parkway ROW - Gomez



Contract No: _____

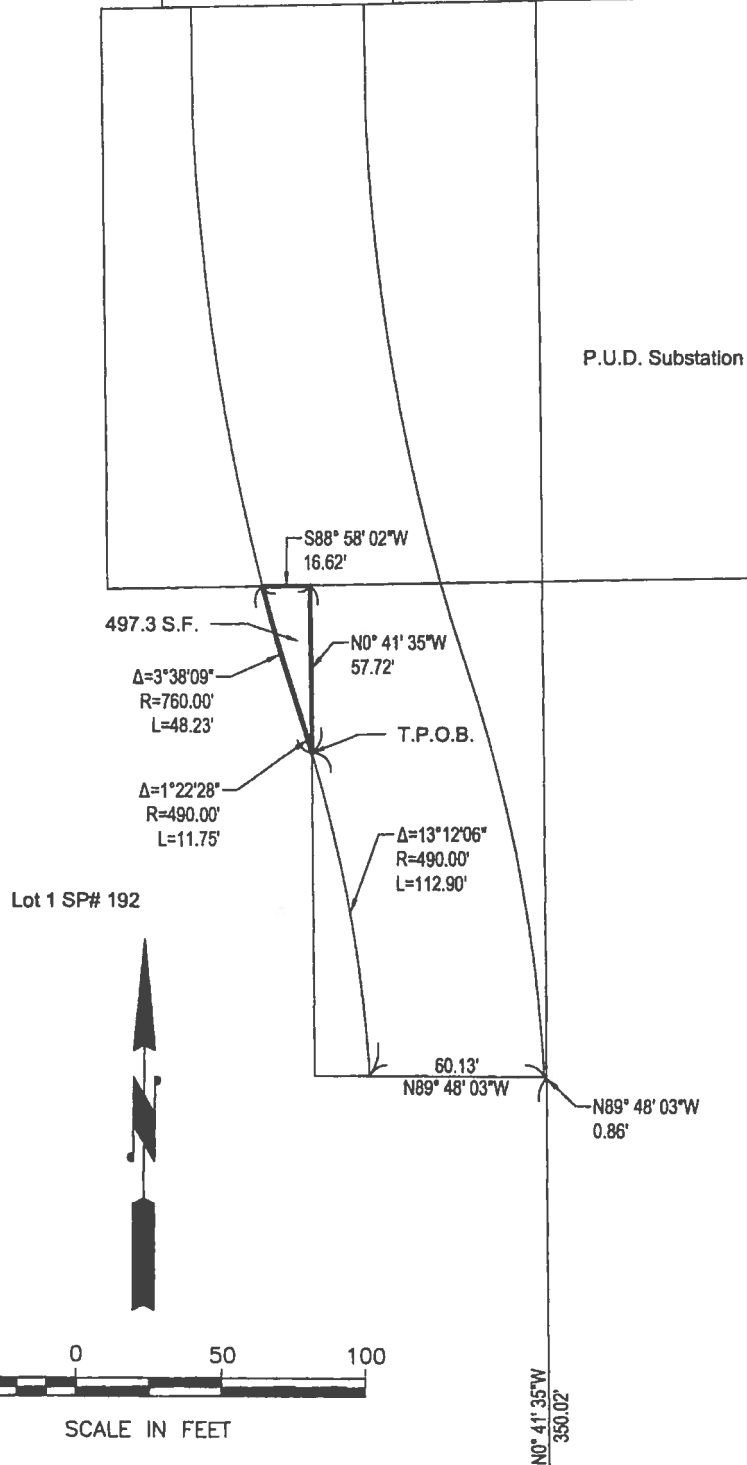
ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

EXHIBIT "A"



②

1-3099-401-0192-001

11-0031E

Scale: 1"=50'

Date: 05/31/12

Drawn: DRPJR

CHECKED: DRPJR

Victor & Christina A. Gomez
Portion of PID# 1-3099-401-0192-001

PARCEL 2

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

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

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, and the **TRUE POINT of BEGINNING**; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Southeasterly a distance of 48.23 feet, along the arc of said curve through a central angle of $03^{\circ}38'09''$, leaving said Northerly line to a point of reverse curve, to the beginning of a 490.00 foot radius tangent curve to the right; Thence Southeasterly a distance of 11.75 feet along the arc of said curve, through a central angle of $01^{\circ}22'28''$, back to the true point of beginning.

Containing 497.3 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

11-0031
Drpjrp1s

RECEIVED MAR 09 2015

February 27, 2015

Pete Rogalsky, Public Works Director
City of Richland
P.O. Box 190 MS-26
Richland, WA 99352

RE: CENTER PARKWAY EXTENSION
1150 Tapteal Drive, Richland WA
1-3099-300-0001-007

Dear Mr. Rogalsky:

Our donation of 1-3099-300-0001-007 to the City of Richland for transportation purposes is made voluntary and with full knowledge of our entitlement to receive just compensation. We hereby release the City of Richland from obtaining an appraisal of the acquired property.

Sincerely,



Grant Young, Manager
Tapteal II LLC

**RAILROAD CROSSING AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT TO THE RAILROAD CROSSING AGREEMENT is entered into this ____ day of _____, 2015 by and among the **CITY OF KENNEWICK**, a municipal corporation of the State of Washington, hereafter referred to as “Kennewick”, the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, hereafter referred to as “Richland”, Kennewick and Richland shall hereafter be jointly referred to as “Cities” and the **PORT OF BENTON**, a municipal corporation of the State of Washington, hereafter referred to as “Port”.

WHEREAS, the Parties entered into a Railroad Crossing Agreement dated October 19, 2006 (hereafter, the “Agreement”); and,

WHEREAS, the Parties wish to amend the provisions of the Agreement to amend the legal description of the Easement Deed and to add the City of Richland as a Grantee;

NOW THEREFORE, IT IS HEREBY AGREED among the Parties as follows:

Section 1 of the Agreement is amended to read as follows:

1. The Port hereby agrees to grant the Cities an easement in the form attached hereto as Exhibit 1, (“Amended Easement Deed”) allowing the Cities to construct a railroad crossing for The Center Parkway and to extend associated utilities across the Port Railroad with the legal description attached to the Amended Easement Deed, subject to the terms and conditions set forth in this Agreement.
2. The references to “Tri-Cities & Olympia Railroad, L.L.C.” and to “TC&ORR” shall be changed to “Tri-City Railroad Company, L.L.C.” and “TCRY”, respectively in the Agreement.
3. Section 10 is amended to change the address for the Port to:

PORT
Executive Director
Port of Benton
3250 George Washington Way
Richland, WA 99354

4. Except as specifically amended by this instrument, all of the terms and conditions of the Railroad Crossing Agreement shall remain in full force and effect.

DATED this ____ of March, 2015.

CITY OF KENNEWICK

By: _____

Title: _____

Approved as to form:

Kennewick City Attorney

CITY OF RICHLAND

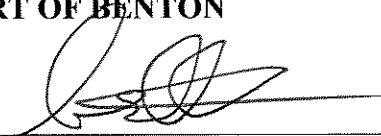
By: _____

Title: _____

Approved as to form:

Richland City Attorney

PORT OF BENTON

By:  _____
SCOTT D. KELLER
Executive Director

After recording return to:

AMENDED EASEMENT DEED

THE PORT OF BENTON, a municipal corporation of the State of Washington, as Grantor, conveyed an easement to the **CITY OF KENNEWICK**, a municipal corporation of the State of Washington, by a written easement dated March 21, 2007 and recorded on June 18, 2013 under Benton County Auditor's file number 2013-020678.

The Port of Benton and the City of Kennewick now wish to amend and replace the existing Easement Deed with this Amended Easement Deed which will replace the Easement Deed in its entirety.

THE GRANTOR, **PORT OF BENTON**, a municipal corporation of the State of Washington, hereby quit claims and conveys to the GRANTEES, the **CITY OF KENNEWICK**, a municipal corporation of the State of Washington, and the **CITY OF RICHLAND**, a municipal corporation of the State of Washington an easement over, under and across the real estate situated in Benton County, Washington, more particularly described Exhibit 1.

This easement is granted for the purpose of constructing, installing, maintaining, repairing, and operating a right-of-way, street crossing, including an at-grade railroad crossing street surface and warning system, with full right to go upon said premises, subject to established industry standard railroad safety procedures and coordination protocols, for such purposes, together with the right to trim brush and trees that may interfere with the construction, maintenance and operation of same.

The easement may be used for the installation of utilities, including water, sewer, phone, communications, electrical and gas transmission lines. All utilities shall be underground.

This easement is granted pursuant to a Railroad Crossing Agreement entered into between the Grantor and the Grantees. The use of this easement is subject to all the terms and conditions of the Railroad Crossing Agreement.

DATED on this ____ day of April, 2015.

PORT OF BENTON

By: _____
SCOTT D. KELLER,
Executive Director

ACCEPTED and approved by
CITY OF KENNEWICK

ACCEPTED and approved by
CITY OF RICHLAND

By: _____

By: _____

Title: _____

Title: _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott D. Keller, to me known to be the Executive Director of the Port of Benton, a municipal corporation of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the Port, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official hereto affixed this ____ day of April, 2015.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the City of Kennewick, a municipal corporation of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official hereto affixed this ____ day of April, 2015.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the City of Richland, a municipal corporation of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official hereto affixed this ____ day of April, 2015.

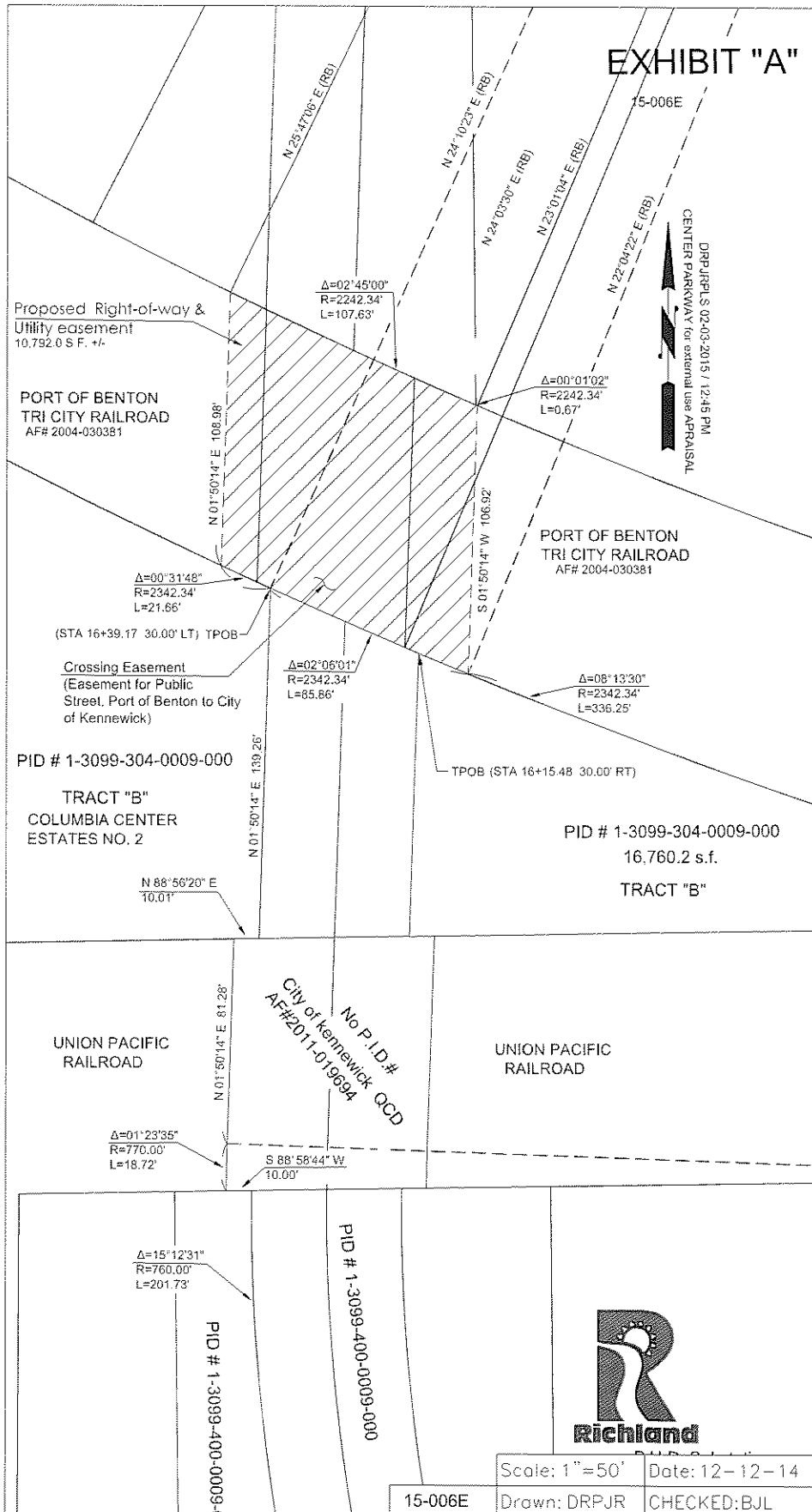
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

EXHIBIT 1
AMENDED EASEMENT DEED

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

Beginning at South $\frac{1}{4}$ corner of said Section 30; Thence South $89^{\circ}48'03''$ East a distance of 686.76 feet along the South line of said Section 30, to a point on the West line of the East 615.90 feet of said subdivision; Thence North $00^{\circ}41'35''$ West a distance of 350.02 feet along said West line; Thence North $89^{\circ}48'03''$ West a distance of 0.86 feet, leaving said West line; Thence continuing North $89^{\circ}48'03''$ West a distance of 60.13 feet to the beginning of a 490.00 foot radius non-tangent curve, concave to the Southwest, having a radial bearing of South $86^{\circ}11'43''$ West; Thence Northwesterly a distance of 112.90 feet along the arc of said curve, through a central angle of $13^{\circ}12'06''$ to a point on the Easterly line of said Lot 1, of Short Plat No. 192, as recorded in Volume 1 of Short Plats on Page No. 192, records of said County and State; Thence North $00^{\circ}41'35''$ West a distance of 57.72 feet along said Easterly line, to a corner of said Lot 1; Thence South $88^{\circ}58'02''$ West a distance of 16.62 feet, along a Northerly line of said Lot 1, and the Southerly line of a P.U.D. Substation Parcel, to the beginning of a 760.00 foot radius non-tangent curve concave to the Northeast, having a radial bearing of North $75^{\circ}15'18''$ East; Thence Northwesterly a distance of 201.73 feet along the arc of said curve, through a central angle of $15^{\circ}12'31''$ to a point on the Southerly line of the Union Pacific Railroad right-of-way; Thence South $88^{\circ}58'44''$ West a distance of 10.00 feet along said Southerly line, and the beginning of a 770.00 foot radius non-tangent curve, concave to the Southeast, having a radial bearing of South $89^{\circ}33'21''$ East; Thence Northerly a distance of 18.72 feet along the arc of said curve, through a central angle of $01^{\circ}23'35''$, leaving said Southerly line, to its point of tangency; Thence North $01^{\circ}50'14''$ East a distance of 81.28 feet, leaving said curve, to a point on the Northerly line of said Union Pacific Railroad right-of-way, and the Southerly line of said Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and State; Thence North $88^{\circ}56'20''$ East a distance of 10.01 feet, along said Northerly right-of-way and said Southerly line; Thence North $01^{\circ}50'14''$ East a distance of 139.26 feet, to the Northerly line of said Tract "B", and the Southerly line of the Port of Benton (and Tri-City Railroad Company LLC leased) right-of-way, (see Memorandum of Lease recorded under Auditor's File No. 2004-030381, records of said County and State.), to the **TRUE POINT of BEGINNING**; said point being at (Station 16+39.17 at 30.00' Left as shown on Center Parkway Right-of-way Plans) and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North $24^{\circ}10'23''$ East; Thence Northwesterly a distance of 21.66 feet along the arc of said curve through a central angle of $00^{\circ}31'48''$; Thence North $01^{\circ}50'14''$ East a distance of 108.98 feet, leaving said Northerly and Southerly lines, and said curve, to a point on the Northerly line of said Port of Benton (and Tri-City Railroad Company LLC leased) right-of-way, and the beginning of a 2242.34 foot radius non-tangent curve, concave to the Northeast, and having a radial bearing of North $25^{\circ}47'06''$ East; Thence Southeasterly a distance of 107.63 feet, along the arc of said curve, through a central angle of $02^{\circ}45'00''$, along said Northerly right-of-way; to a point on the proposed Easterly proposed right-of-way of Center Parkway; Thence continuing along said curve and Northerly line of said Port of Benton (and Tri-City Railroad Company LLC leased), right-of-way Southeasterly a distance of 0.67 feet, along the arc of said curve, through a central angle of $00^{\circ}01'02''$, along said Northerly right-of-way; Thence South $01^{\circ}50'14''$ West a distance of 106.921 feet leaving said Northerly right-of-way to a point on said Southerly line of the Port of Benton (and Tri-City Railroad Company LLC leased) right-of-way, said point is also lying on a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North $22^{\circ}04'22''$ East; Thence Northwesterly a distance of 85.86 feet along the arc of said curve through a central angle of $02^{\circ}06'01''$ back to the true point of beginning. Containing 10,792.0 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

EXHIBIT "A"





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 76-15, Declaring 1.04 Acres of Real Property Located North of Columbia Community Church to be Surplus Property

Department:

Community & Development Services

Ordinance/Resolution Number:

76-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 76-15 declaring 1.04 acres of real property located north of Columbia Community Church to be surplus to City needs.

Summary:

The City is considering a proposal which would give the City ownership of approximately 88 acres of land straddling the western ridgeline of Little Badger Mountain. This proposal would involve a gift of land and an exchange of property rights between City and the Bauder Estate LLC. The proposed exchange would involve two City properties. The larger is a 10-acre City property at the northwest corner of Duportail and City View. This property has already been surplus by the City and is zoned "Limited Business" which allows for multifamily or office uses. The second property is a portion of the 100-foot wide former railroad right-of-way corridor north of the Columbia Community Church between Venus and Bellerive. Resolution No. 76-15 would declare about 1.04 acres of this property as surplus to City needs and therefore available for inclusion in the proposed exchange. The existing trail surface is in the northern portion of this corridor and would keep in its current location on City ownership. Under the proposed surplus action, the City would retain the northerly 29 feet for the trail and approximately 100 feet on either end for storm water retention (see attached map). Mr. Bauder would use the remaining property to help expand the church grounds, but has agreed to provide and maintain a minimum 20 foot landscape strip adjacent to the trail.

The proposed exchange has been reviewed and is supported by the Economic Development Committee. On April 8, 2015, at a special meeting, the Planning Commission took action to recommend this property be declared surplus by the City Council. On April 9, 2015, the Parks and Recreation Commission took a similar action. Council may also consider any comments made during the Public Hearing earlier in this meeting.

Fiscal Impact:

A decision to find this property surplus does not change the ownership and therefore would have no fiscal impact. Any potential impact from a subsequent decision to exchange the property would be evaluated at that time.

Attachments:

1. Res. No. 76-15, Declaring Real Property Surplus
2. Legal Description
3. Surplus Property Vicinity Maps

RESOLUTION NO. 76-15

A RESOLUTION of the City of Richland declaring certain real property surplus to the City's needs and available to sell, lease or exchange.

WHEREAS, the City of Richland owns approximately 1.04 acres of land immediately north of Columbia Community Church and as further described in the legal description attached hereto; and

WHEREAS, the City Council, as legislative authority of the City of Richland, is authorized to declare property surplus per Richland Municipal Code (RMC) 3.06.030; and

WHEREAS, the City is negotiating an agreement which would exchange the subject property and other assets for property on Little Badger Mountain; and

WHEREAS, the Executive Leadership Team (ELT) identified no future municipal need for the property; and

WHEREAS, at their March 23, 2015 meeting, the Economic Development Committee reviewed the proposed surplus action and declared support for the proposed land exchange involving the subject property and other City-owned property; and

WHEREAS, at their April 8, 2015 special meeting, the Richland Planning Commission provided a positive recommendation to declare this property surplus to the City's needs; and

WHEREAS, at their April 9, 2015 meeting, the Richland Parks and Recreation Commission provided a positive recommendation to surplus the property and to further recommend that the City include it in negotiations currently underway for the acquisition of property on Little Badger Mountain; and

WHEREAS, the Richland City Council held a duly advertised Public Hearing on April 21, 2015, in accordance with RMC Title 3.06.030.

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

Section 1. The City Council of the City of Richland hereby finds and declares that certain real property, as provided in the attached legal description, is no longer needed and therefore is surplus to the City's needs.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

EXHIBIT "A"

15-034E

DRPJRLS 04-09-15 3:10 PM

2015_ROS#_542_CCCHURCH_CW5012

CITY OF RICHLAND
1-2598-300-0005-001
AF# 2006-036968

Area of Slope & Utility Easement to
be retained by City of Richland
10,976.0 S.F. +/-

Area of transfer (including
Slope & Utility Easement).
45,216.5 S.F. +/-

- | | | |
|-----------------------------|------------------------------|-----------------------------|
| (L-1) N 00°28'42" E 35.00' | (L-8) N 88°57'03" E 262.00' | (L-15) N 00°28'42" E 65.04' |
| (L-2) N 88°57'03" E 130.00' | (L-9) S 00°28'42" W 58.00' | (L-16) S 00°19'28" W 88.03' |
| (L-3) N 00°28'42" E 35.00' | (L-10) N 88°57'03" E 129.37' | |
| (L-4) N 88°57'03" E 245.00' | (L-11) S 00°19'28" W 12.00' | |
| (L-5) S 01°02'57" E 5.00' | (L-12) S 00°28'42" W 20.00' | |
| (L-6) N 88°57'03" E 56.00' | (L-13) S 88°57'03" W 563.00' | |
| (L-7) N 01°02'57" W 5.00' | (L-14) N 00°28'42" E 20.00' | |

(L-11)

POND

(L-10)

(L-9)

(L-12)

(L-8)

(L-7)

(L-6)

(L-5)

(L-4)

(L-3)

(L-2)

(L-1)

POND

(L-14)

(L-13)

(L-12)

(L-11)

(L-10)

(L-9)

(L-8)

(L-7)

(L-6)

(L-5)

(L-4)

(L-3)

(L-2)

(L-1)

TPOB

N 00°28'42" E 616.15'

VENUS CIRCLE



Scale: 1" = 100'
Date: 04-09-15
Drawn: DRPJRL
CHECKED: BUL

COLUMBIA COMMUNITY CHURCH
1-2598-400-0005-001
DOT AF# 2013-025130

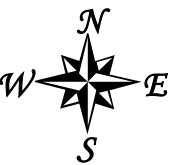
BELLERIVE DRIVE



Trail Corridor to be Retained

Proposed Transfer of Southerly
70' to Adjacent Church Property

PROPOSED PROPERTY SURPLUS







COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 77-15, Approving the Revised Master Plan for John Dam Plaza

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

77-15

Document Type:

Parks & Recreation Commission
Item

Recommended Motion:

Adopt Resolution No. 77-15, approving the revised master plan for John Dam Plaza.

Summary:

In 2010, Council approved a master plan for John Dam Plaza (Attachment 2). Implementation of the master plan began in 2011 with the construction of a restroom building, in 2012 with the addition of the “Jump” art sculpture in the northwest corner, and new sidewalks in 2013. A new performance stage will be constructed this year.

In 2013, a master plan revision was approved by Council to modify the sidewalk locations (Attachment 3).

The proposed master plan revisions (Attachment 4) relocates the stage to the southwest corner to increase the size of the seating area, and introduces a hardscape plaza area at the north end of the park for art and vendors.

At their February 2015 regular meeting, the Parks and Recreation Commission voted unanimously to recommend approval of the proposed master plan revisions with three conditions:

1) Bicycle parking capabilities; 2) Consideration to maximize the use of the existing tree canopy; 3) Consideration of the entryway in the southeast corner. These elements will be incorporated in the implementation of the master plan.

Fiscal Impact:

There will be no current fiscal impact to amend the master plan, but there will be future fiscal impact to implement the master plan. The new plaza element is estimated to cost \$2 million and various elements of the plaza can be implemented in phases through the Capital Improvement Plan process.

Attachments:

1. 1) RES No. 77-15 Adopting Revised Master Plan
2. 2) 2010 Previous John Dam Plaza Master Plan
3. 3) 2013 Existing John Dam Plaza Master Plan
4. 4) 2015 Proposed John Dam Plaza Master Plan

RESOLUTION NO. 77-15

A RESOLUTION of the City of Richland adopting the revised master plan for John Dam Plaza.

WHEREAS, in 2010 the City of Richland adopted a master plan for John Dam Plaza which included a restroom, stage, central plaza and grand entryway; and,

WHEREAS, in 2011 implementation of the master plan began with the construction of the restroom and one year later the "Jump" art structure; and,

WHEREAS, in 2013 City Council adopted revisions to the master plan which included relocating the main east-west sidewalk; construction was completed in 2014; and,

WHEREAS, current use activity generated from park vendors and design elements regarding the stage have necessitated the review of the master plan by staff which results in the proposed revisions; and

WHEREAS, at their February, 2015 regular meeting, the Parks and Recreation Commission voted unanimously to recommend approval of the proposed master plan revisions with three (3) conditions. These elements will be incorporated in to the implementation of the master plan:

1. Bicycle parking capabilities;
2. Consideration to maximize the use of the existing tree canopy;
3. Consideration of the entryway in the southeast corner.

WHEREAS, the City of Richland considers it in the best public interest adopt the revised master plan.

NOW, THEREFORE, BE IT RESOLVED that the revised master plan for John Dam Plaza dated April 21, 2015 is hereby adopted.

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

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

DAVID W. ROSE
Mayor

ATTEST:

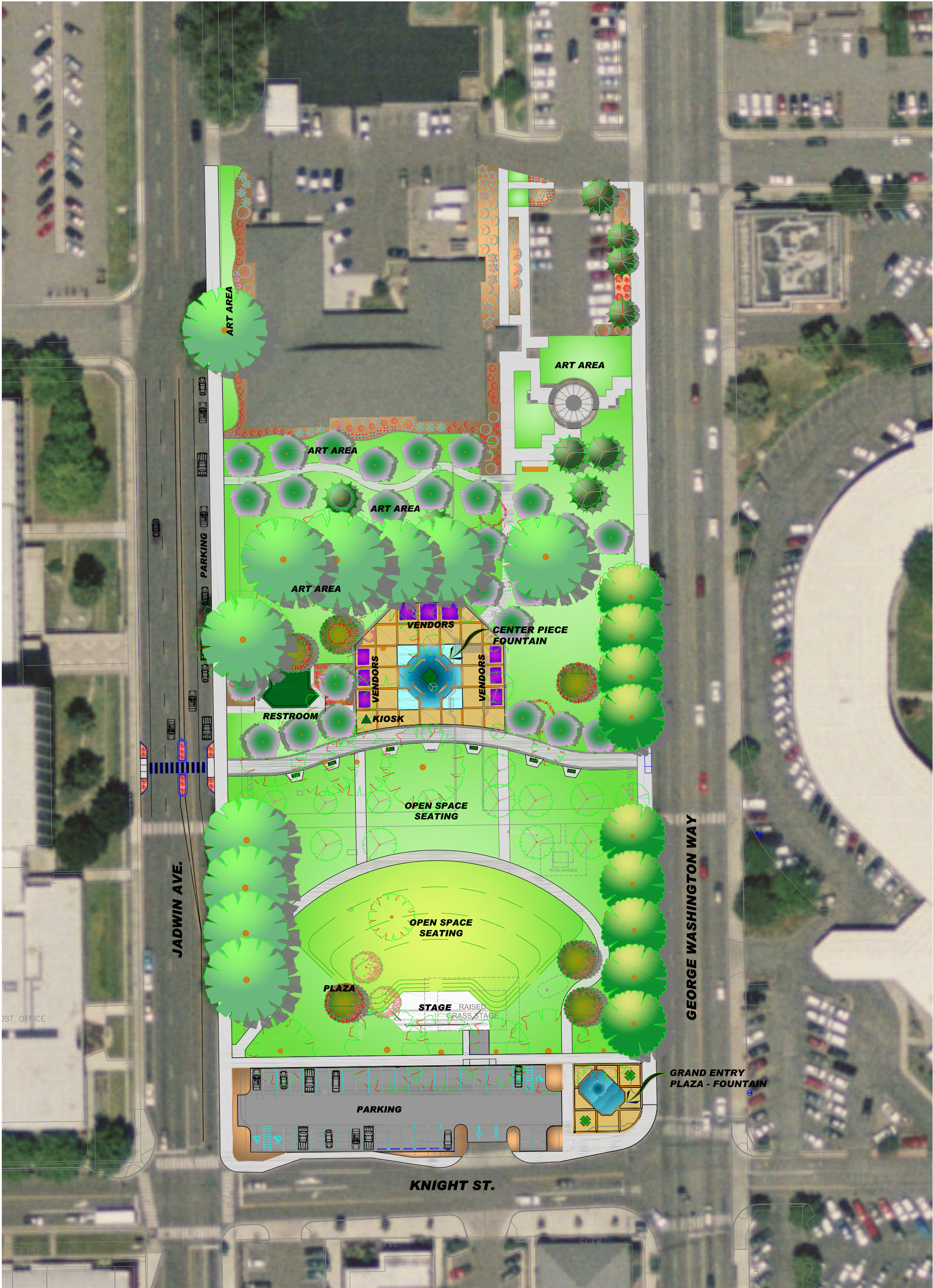
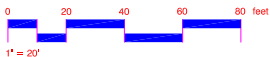
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

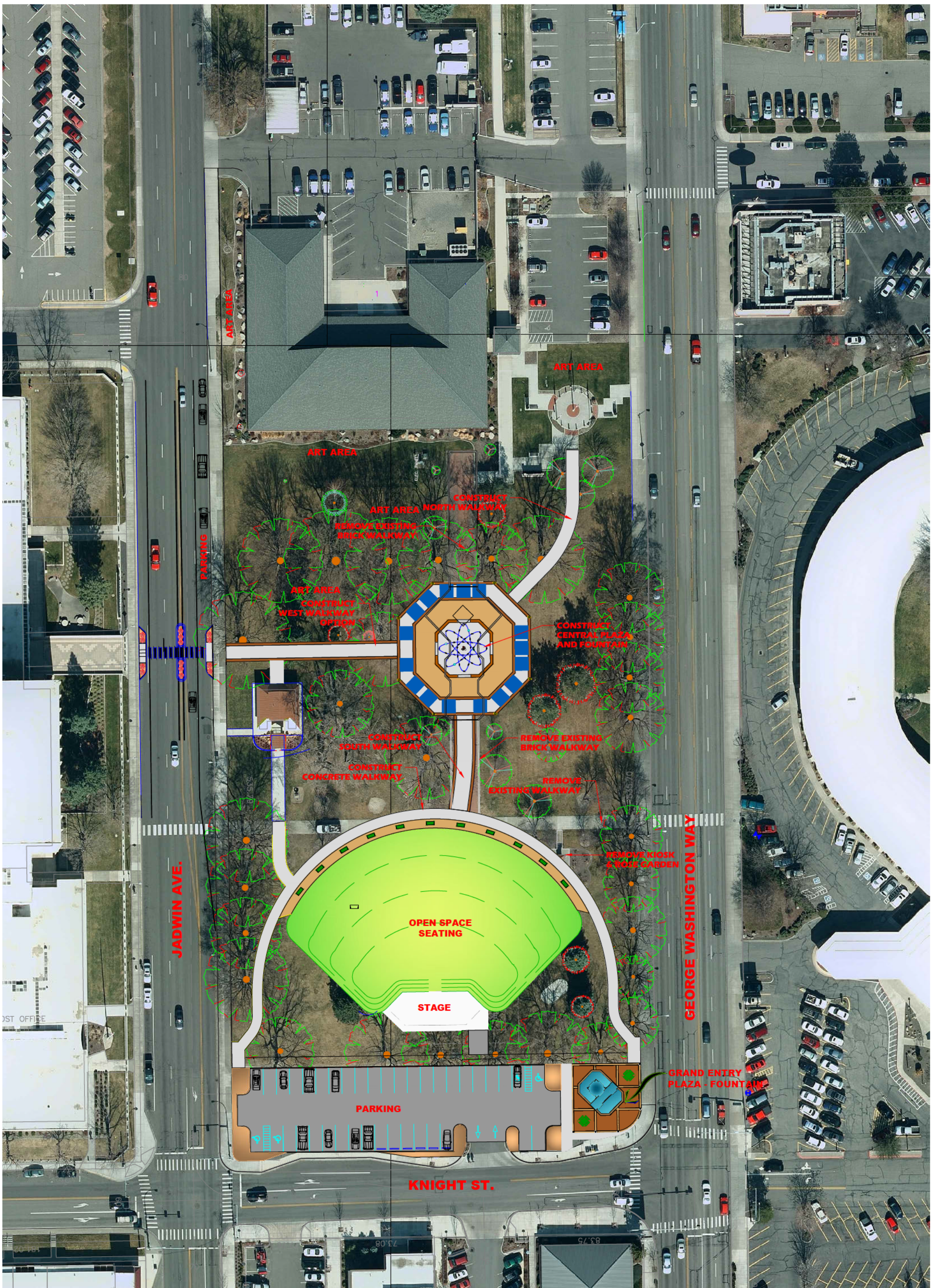
JOHN DAM PLAZA MASTER PLAN

July 6, 2010



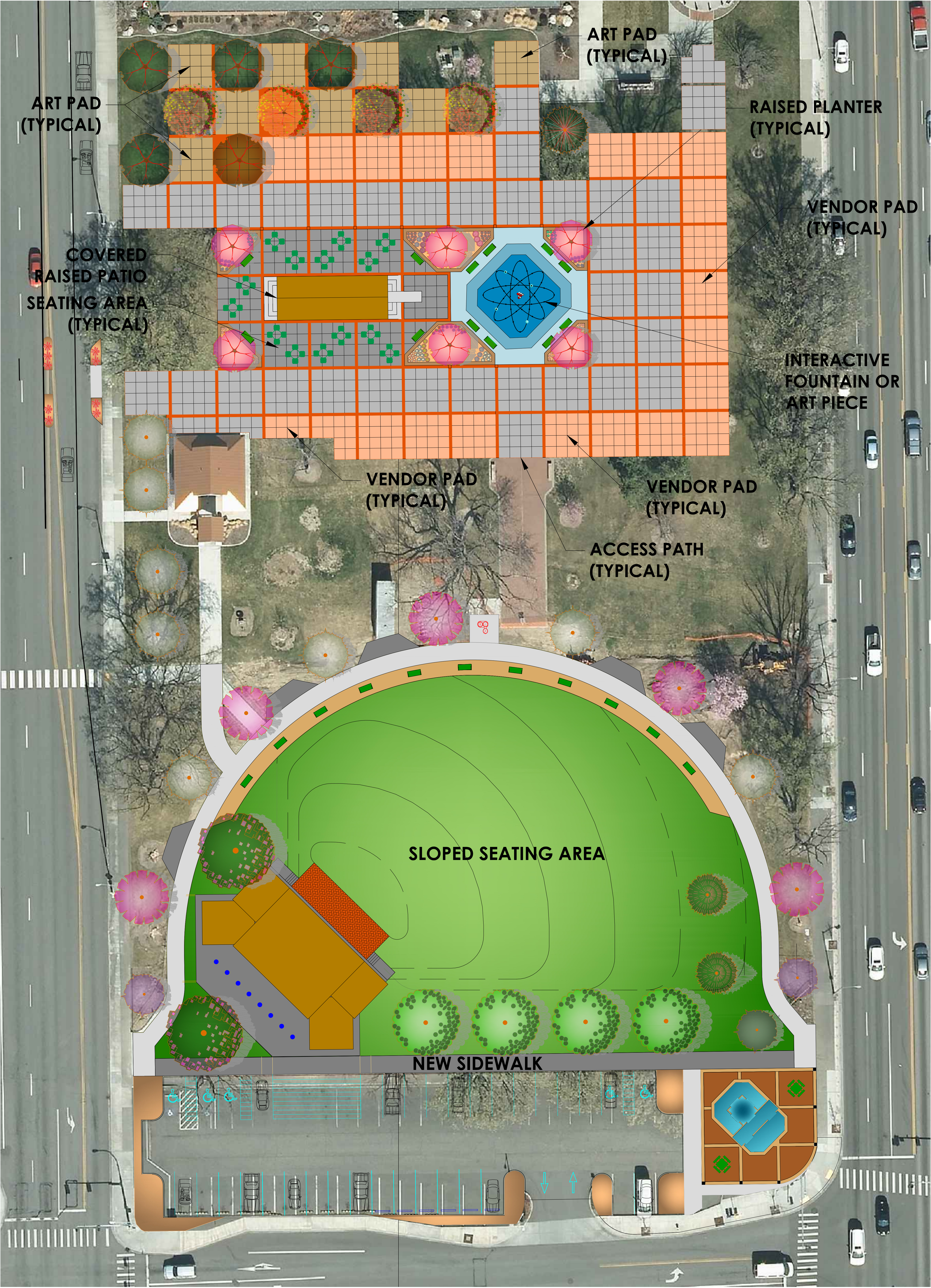
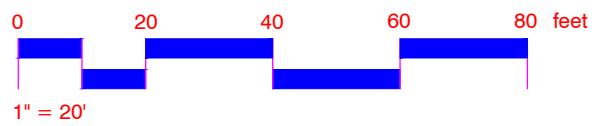
JOHN DAM PLAZA MASTER PLAN

Modified 3-12-13



JOHN DAM PLAZA

MASTER PLAN . NORTH PLAZA DRAFT REVISION





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution 82-15, Approving the Final Plat of White Bluffs Phase 2

Department:

Community & Development Services

Ordinance/Resolution Number:

82-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 82-15, approving the final plat application of the Plat of White Bluffs, Phase 2.

Summary:

Randy Crosby, the developer of the White Bluffs plat, has submitted a request for final plat approval for Phase 2 of his project, which would divide 10.8 acres into 34 residential lots. Staff has reviewed the project to ensure compliance with the original conditions of approval attached to the project and recommends adoption of the attached Resolution No. 82-15.

Fiscal Impact:

Approval of the final plat will not directly have fiscal impacts. Future construction of the lots within the plat will raise both land values and property taxes and with residential development, the demands placed on City services will also be increased.

Attachments:

1. Resolution No. 82-15
2. Vicinity Map
3. White Bluffs Phase 2 Final Plat
4. White Bluffs Plat Conditions

RESOLUTION NO. 82-15

A RESOLUTION of the City of Richland approving the final plat of Phase 2 of the Plat of White Bluffs subject to the conditions of approval of the Technical Advisory Committee Report S2012-100; adopting the findings of the Richland Planning Commission as the findings of the City Council and approving the final plat of White Bluffs Phase 2.

WHEREAS, on January 23, 2013, the Planning Commission held an open record public hearing to consider the preliminary plat application of White Bluffs as submitted by RC of Washington, Inc.; and

WHEREAS, the Planning Commission recommended to the City Council that it conditionally approve the preliminary plat of White Bluffs; and

WHEREAS, the City Council held a closed record hearing on the proposed White Bluffs preliminary plat application to consider the recommendation of the Planning Commission and approved the preliminary plat request; and

WHEREAS, the final plat for White Bluffs 2, consisting of 34 lots is being constructed in accordance with the conditions attached to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby approves the final plat of White Bluffs Phase 2, a copy of which is attached and incorporated herein by reference, subject to the conditions of approval as contained in the Technical Advisory Committee Report S2012-100, dated January 17, 2013.

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

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

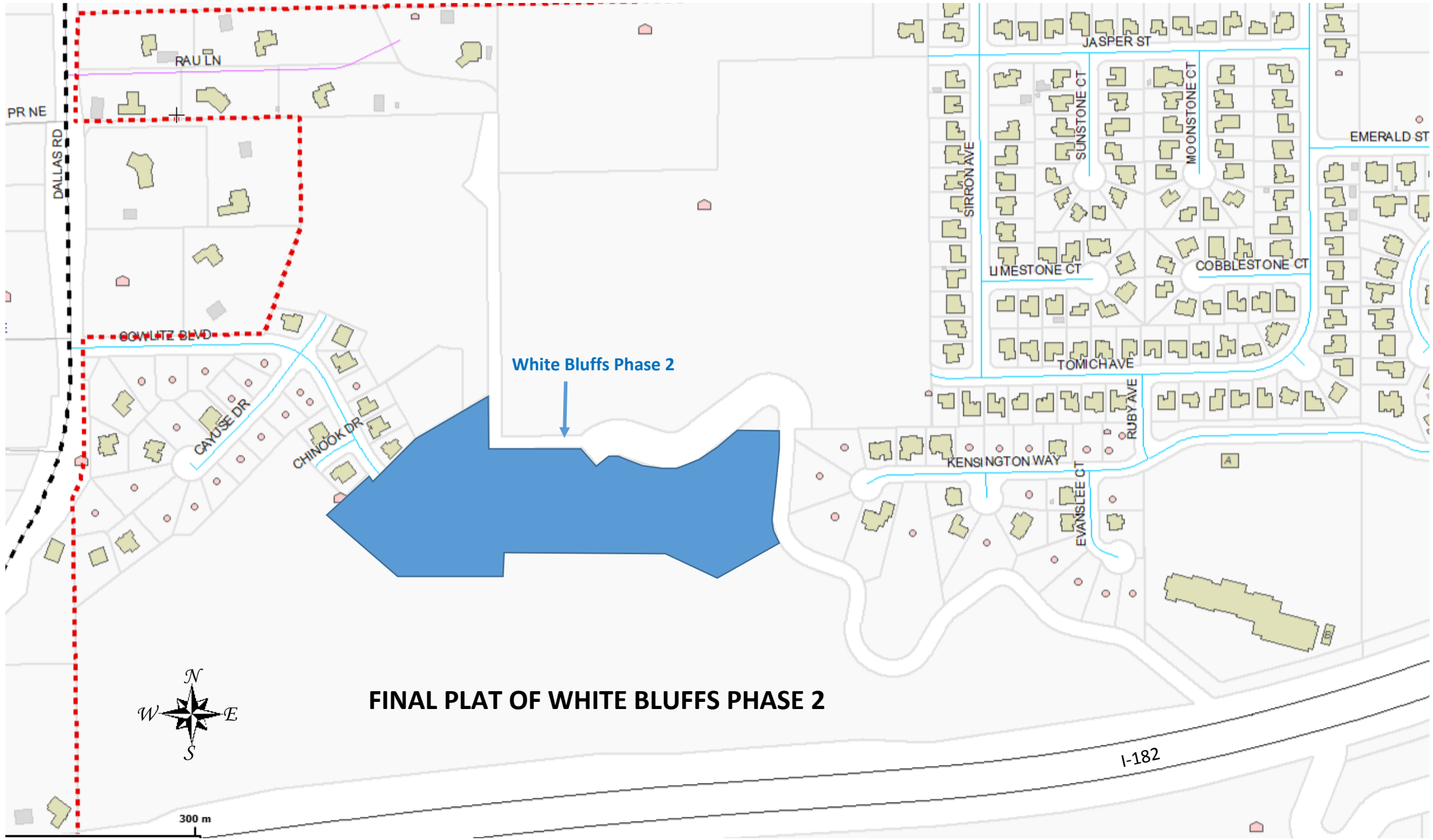
DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



White Bluffs Phase 2

FINAL PLAT OF WHITE BLUFFS PHASE 2

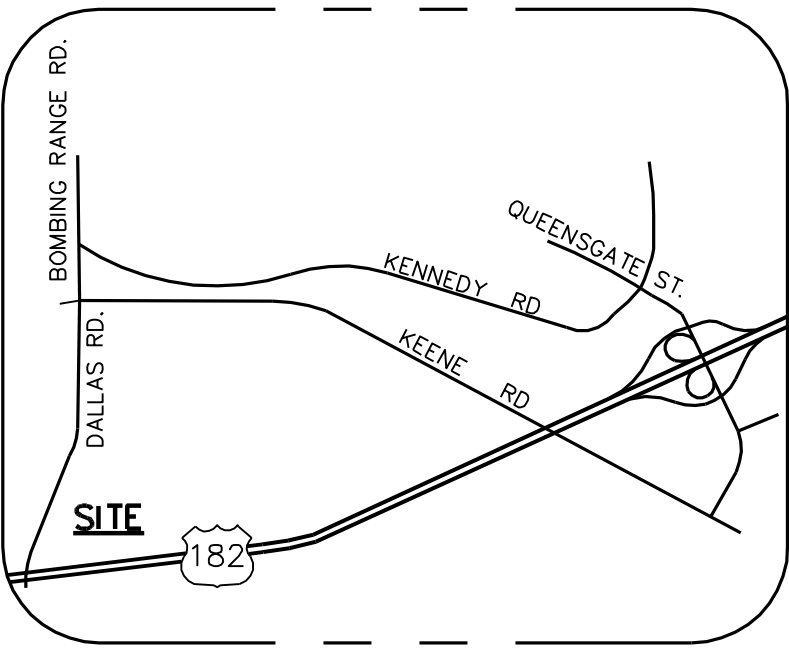


300 m

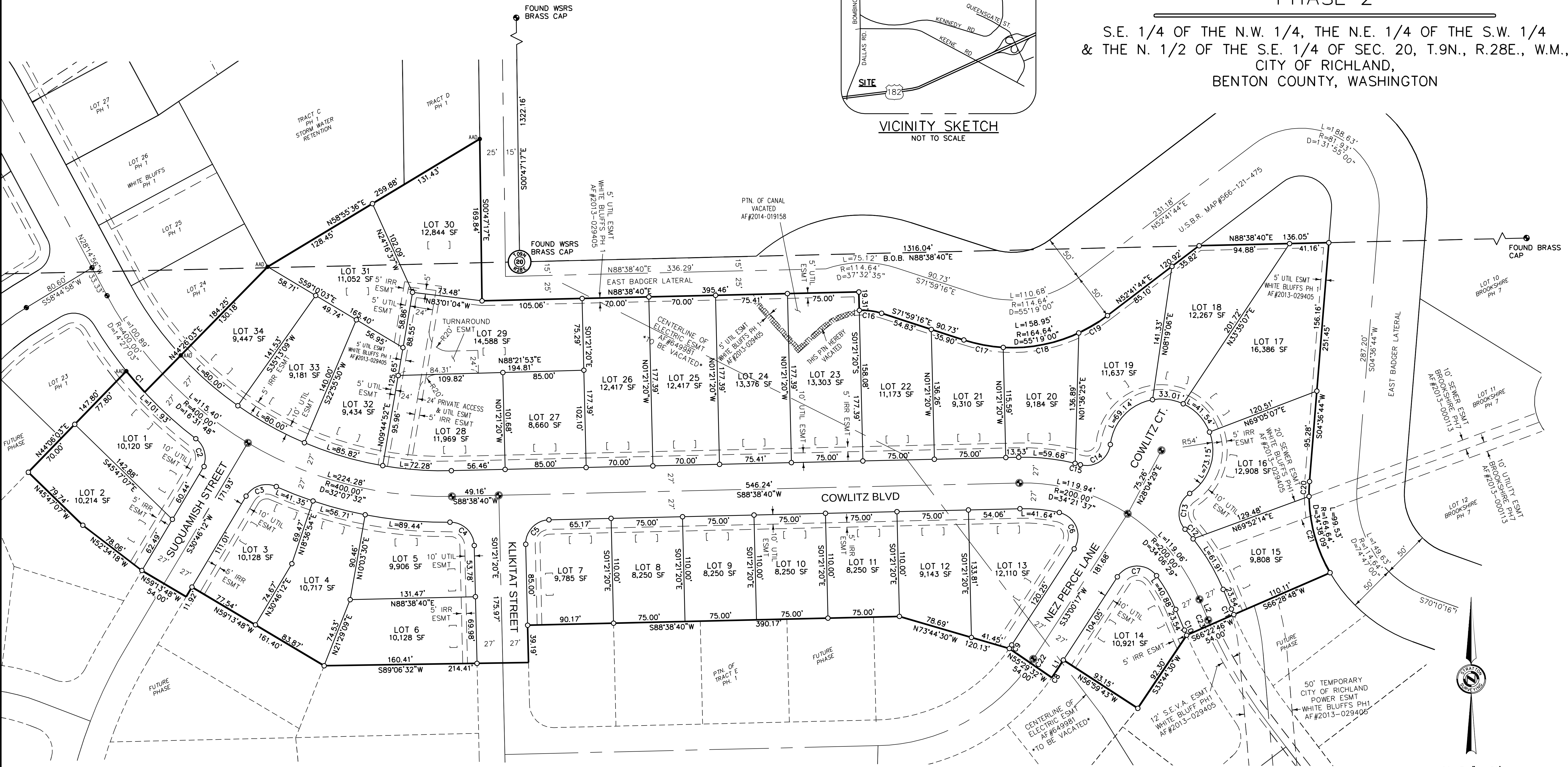
I-182

THE FINAL PLAT OF
WHITE BLUFFS
PHASE 2

S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4
& THE N. 1/2 OF THE S.E. 1/4 OF SEC. 20, T.9N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE



BEARING	DISTANCE	PLAT CLOSURE	NORTH	SOUTH	EAST	WEST
S88°38'40\"W	136.05'	0.0000	3.2187	0.0000	136.0119	
S52°41'44\"W	120.92'	0.0000	73.2837	0.0000	96.1829	
S80°21'14\"W	152.85'	0.0000	25.6121	0.0000	150.6889	
N71°59'16\"W	90.73'	28.0556	0.0000	0.0000	86.2833	
N82°29'08\"W	23.56'	3.0811	0.0000	0.0000	23.3577	
N01°21'20\"W	19.31'	19.3046	0.0000	0.0000	0.4568	
S88°38'40\"W	395.46'	0.0000	9.3558	0.0000	395.3493	
N00°47'17\"W	169.84'	169.8239	0.0000	0.0000	2.3359	
S58°55'36\"W	259.88'	0.0000	134.1333	0.0000	222.5890	
S44°26'03\"W	184.25'	0.0000	131.5648	0.0000	128.9914	
N40°54'50\"W	29.32'	22.1570	0.0000	0.0000	19.2024	
S44°06'03\"W	147.80'	0.0000	106.1376	0.0000	102.8574	
S45°47'07\"E	79.74'	0.0000	55.6067	57.1521	0.0000	
S52°34'18\"E	78.08'	0.0000	47.4546	62.0044	0.0000	
S59°13'48\"E	54.00'	0.0000	27.6261	46.3983	0.0000	
N30°46'12\"E	11.92'	10.2420	0.0000	6.0982	0.0000	
S59°13'48\"E	161.40'	0.0000	82.5712	138.6793	0.0000	
N89°06'32\"E	214.41'	3.3348	0.0000	214.3841	0.0000	
N01°21'20\"W	39.19'	39.1790	0.0000	0.0000	0.9271	
N88°38'40\"E	390.17'	9.2306	0.0000	390.0608	0.0000	
S73°44'30\"E	120.13'	0.0000	33.6328	115.3259	0.0000	
S55°29'32\"E	54.00'	0.0000	30.5920	44.4986	0.0000	
N33°45'23\"E	5.95'	4.9469	0.0000	3.3062	0.0000	
N33°00'17\"E	16.20'	13.5857	0.0000	8.8243	0.0000	
S56°59'43\"E	93.15'	0.0000	50.7396	78.1179	0.0000	
N33°44'30\"E	92.30'	76.7521	0.0000	51.2679	0.0000	
N66°22'46\"E	54.00'	21.6366	0.0000	49.4758	0.0000	
N66°28'48\"E	110.11'	43.9416	0.0000	100.9621	0.0000	
N12°42'21\"W	98.02'	95.6197	0.0000	0.0000	21.5590	
N04°36'44\"E	251.45'	250.6357	0.0000	20.2195	0.0000	
		811.53	811.53	1386.78	1386.79	

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH DIRECTION
C1	29.32	427.00	3°56'04\"	29.32'	S40°54'50\"E
C2	36.39	25.00	83°23'38\"	33.26'	N10°55'37\"W
C3	36.39	25.00	83°23'38\"	33.26'	S72°28'01\"W
C4	39.11	25.00	80°38'23\"	35.24'	N46°10'31\"W
C5	39.27	25.00	90°00'00\"	35.38'	S43°38'40\"W
C6	48.25	25.00	110°34'12\"	41.10'	N22°16'49\"W
C7	48.25	25.00	110°34'12\"	41.10'	S88°17'23\"W
C8	5.95	227.00	1°30'10\"	5.95'	N33°45'23\"E
C9	4.54	173.00	1°30'10\"	4.54'	N33°45'23\"E
C10	5.81	527.00	0°37'55\"	5.81'	S23°12'11\"E
C11	5.12	473.00	0°37'14\"	5.12'	S23°11'51\"E
C12	13.18	227.00	3°19'39\"	13.18'	N40°10'40\"W
C13	42.99	25.00	98°32'13\"	37.89'	S07°25'37\"W
C14	42.99	25.00	98°32'13\"	37.89'	N55°53'16\"E
C15	5.74	227.00	1°26'54\"	5.74'	N75°54'04\"W
C16	23.69	64.64	20°59'44\"	23.56'	N82°29'08\"W
C17	42.17	164.60	14°40'44\"	42.06'	S79°19'37\"E
C18	81.53	164.64	28°22'27\"	80.70'	N79°08'58\"E
C19	35.25	164.64	12°16'00\"	35.18'	N58°49'44\"E
C20	15.55	164.64	5°24'40\"	15.54'	S01°54'24\"W
C21	83.98	164.64	29°13'29\"	83.07'	S15°24'41\"E
C22	5.25	200.00	1°30'10\"	5.25'	N33°45'23\"E
C23	5.47	500.00	0°37'36\"	5.47'	S23°12'02\"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.20	S33°00'17\"W
L2	23.54	N22°53'14\"W

SURVEYOR'S CERTIFICATE:

I, AARON A. DYCK, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "WHITE BLUFFS 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.

DATE _____



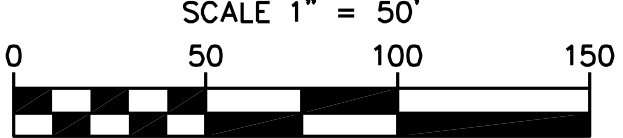
INDEX

PLAT	SEC	T.	R.
20	9	N	28E

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015 AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR _____ INDEX NO. _____
DEPUTY _____ FEE NO. _____



BASIS OF BEARING
WHITE BLUFFS PH.1

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
TOPCON RTK GPS

FINAL PLAT FOR
RANDY CROSBY

STRATTON SURVEYING & MAPPING, PC
7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

3061FP3.DWG © 2015

DATE: 03/24/15 SHT. 1 OF 2

DRAWN BY: DCI JOB # 3061

LEGEND

- = SET 5/8\" REBAR W/ ORANGE PLASTIC CAP
- = MARKED "STRATTON AAD 38021"
- ⊙ = SET CAGED BRASS CAP
- ⊙ = MARKED "38021"
- = FOUND AS INDICATED
- B.O.B. = BASIS OF BEARING
- (N)Ø = NOT FOUND OR SET
- ⊙ = FOUND CAGED BRASS CAP
- [] = ADDRESSES NOTED IN BRACKETS

THE FINAL PLAT OF
WHITE BLUFFS
PHASE 2

S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4
& THE N. 1/2 OF THE S.E. 1/4 OF SEC. 20, T.9N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

DESCRIPTION

THAT PORTION OF TRACT E OF THE PLAT OF WHITE BLUFFS PHASE 1, AUDITOR'S FILE NUMBER 2013-029405, LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., AND THAT PORTION OF VACATED CANAL R-O-W, DESCRIBED UNDER AUDITOR'S FILE NUMBER 2014-19158, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT E SAID CORNER IS THE SOUTHEAST CORNER OF TRACT D OF SAID PLAT, THENCE SOUTH 00°47'17" EAST ALONG THE EASTERLY LINE OF SAID TRACT 169.84 FEET;
THENCE NORTH 88°38'40" EAST ALONG THE NORTHERLY LINE OF SAID TRACT E PROJECTED 395.46 FEET;
THENCE SOUTH 01°21'20" EAST 19.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST BADGER LATERAL AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 02°59'00" EAST 64.64 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE 23.69 FEET;
THENCE SOUTH 71°59'16" EAST ALONG SAID RIGHT-OF-WAY LINE 90.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 18°00'44" EAST 164.64 FEET; THENCE EASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE 158.95 FEET;
THENCE NORTH 52°41'44" EAST 120.92 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 88°38'40" EAST ALONG SAID NORTHERLY LINE 136.05 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID LATERAL;
THENCE SOUTH 04°36'44" WEST ALONG SAID RIGHT-OF-WAY LINE 251.45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 85°23'16" EAST 164.64 FEET, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE 99.53 FEET;
THENCE SOUTH 66°28'48" WEST 110.11 FEET;
THENCE SOUTH 66°22'46" WEST 54.00 FEET;
THENCE SOUTH 33°44'30" WEST 92.30 FEET;
THENCE NORTH 56°59'43" WEST 93.15 FEET;
THENCE SOUTH 33°00'17" WEST 16.20 FEET TO THE BEGINNING OF CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 56°59'43" WEST 227.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE 5.95 FEET;
THENCE NORTH 55°29'32" WEST 54.00 FEET;
THENCE NORTH 73°44'30" WEST 120.13 FEET;
THENCE SOUTH 88°38'40" WEST 390.17 FEET;
THENCE SOUTH 01°21'20" EAST 39.19 FEET;
THENCE SOUTH 89°06'32" WEST 214.41 FEET;
THENCE NORTH 59°13'48" WEST 161.40 FEET;
THENCE SOUTH 30°46'12" WEST 11.92 FEET;
THENCE NORTH 59°13'48" WEST 54.00 FEET;
THENCE NORTH 52°34'18" WEST 78.06 FEET;
THENCE NORTH 45°47'07 WEST 79.74 FEET;
THENCE NORTH 44°06'03" EAST ALONG THE EASTERLY LINE OF LOT 23 OF SAID PLAT PROJECTED 147.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COWLITZ BOULEVARD AND A NON-TANGENT CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 51°03'12" EAST 427.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 29.32 FEET;
THENCE NORTH 44°26'03" EAST ALONG THE BOUNDARY LINE OF SAID PLAT 184.25 FEET; THENCE NORTH 58°55'36" EAST ALONG SAID BOUNDARY LINE 259.88 FEET TO THE SAID POINT OF BEGINNING.

CONTAINS 10.79 ACRES

DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE TRACT OF LAND DESCRIBED HEREON AND THAT I 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 WHITE BLUFFS PHASE 2.

R.C. OF WASHINGTON, INC.

RANDALL E CROSBY

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

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

DATED: _____

NOTARY PUBLIC

MY APPOINTMENT EXPIRES

NOTARY STAMP
BLACK INK ONLY

NOTES

1. ADDRESSES SHOWN IN [BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE: 99352

2. PARK DEDICATION AND/OR FEES SHALL BE REQUIRED IN ACCORDANCE WITH RICHLAND MUNICIPAL CODE CHAPTER 22.12 PRIOR TO ISSUANCE OF BUILDING PERMITS WITHIN THIS SUBDIVISION.

3. ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.

4. ALL SIDEWALKS INSTALLED IN THE PLAT OF WHITE BLUFFS PHASE TWO THAT ARE ADJACENT TO CITY STREETS SHALL BE 5- FEET WIDE.

5. CENTRALIZED DELIVERY UNITS (CBU/MAILBOX) TO BE INSTALLED PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.

6. THE PRIVATE DRIVEWAY WITHIN THIS PLAT ARE FIRE LANES AND PARKING IS RESTRICTED. THE REQUIRED NO-PARKING SIGNS SHALL BE INSTALLED BY THE DEVELOPER WHERE APPLICABLE.

7. IF THE PRIVATE SHARED DRIVEWAY BECOMES BLOCKED OR INACCESSIBLE, CITY SOLID WASTE COLLECTION VEHICLES MAY NOT BE ABLE TO ACCESS THESE LOTS FOR GARBAGE COLLECTION. IF THIS OCCURS THE HOMEOWNERS WILL BE REQUIRED TO TRANSPORT THEIR CANS TO AN ACCEPTABLE LOCATION FOR PICK-UP.

8. THE PRIVATE SHARED DRIVEWAY IS 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 AND RESPONSIBILITY FOR SAID ROAD.

9. COWLITZ BOULEVARD IS CLASSIFIED AS A NEIGHBORHOOD COLLECTOR.

10. NO GRADING MAY BE PERFORMED OR ANY PERMANENT STRUCTURE BUILT WITHIN THE BUREAU OF RECLAMATION RIGHT OF WAY WITHOUT AN APPROVED PERMIT FROM THE KENNEWICK IRRIGATION DISTRICT AND/OR UNITED STATES BUREAU OF RECLAMATION, WHEN APPLICABLE.

11. THIS PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND IN THE IMMEDIATE VICINITY OF IRRIGATION INFRASTRUCTURE. PLEASE REFER TO WWW.KID.ORG FOR FURTHER INFORMATION.

12. LOTS 29, 30 & 31 ARE REQUIRED TO HAVE A NFPA 13D RESIDENTIAL FIRE SPRINKLER SYSTEM INSTALLED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.

13. THE PLAT OF WHITE BLUFFS PHASE 2 LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN (RMC 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.

EASEMENT NOTES

THE PORTION OF THE 50' WIDE TEMPORARY CITY OF RICHLAND POWER EASEMENT, AS SHOWN ON THE PLAT OF WHITE BLUFFS PHASE 1, AF#2013-029405, THAT LIES WITHIN THIS PHASE IS HEREBY VACATED.

THE PORTION OF THE 12' WIDE S.E.V.A. EASEMENT, AS SHOWN ON THE PLAT OF WHITE BLUFFS PHASE 1, AF#2013-029405, THAT LIES WITHIN THIS PHASE IS HEREBY VACATED.

THE PORTION OF THE 20' WIDE SEWER EASEMENT, AS SHOWN ON THE PLAT OF WHITE BLUFFS PHASE 1, AF#2013-029405, THAT LIES WITHIN COWLITZ BLVD R-O-W, IS NOT NOW NEEDED AND IS HEREBY VACATED.

THE PORTION OF THE 5' WIDE UTILITY EASEMENT THAT AFFECTS LOTS 23 AND 24 OF THIS PHASE, THAT WAS ROUTED AROUND THE CANAL R-O-W LINE, SAID PORTION OF CANAL R-O-W HAS BEEN VACATED. THIS PORTION OF THE 5' UTILITY EASEMENT HAS BEEN RELOCATED TO THE REAR OF SAID LOTS, THE PORTION SHOWN HATCHED ON THIS PHASE IS HEREBY VACATED.

APPROVALS:

THE PLAT WHITE BLUFFS 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.

CHAIRMAN, RICHLAND PLANNING COMMISSION _____ DATE _____

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.120982020005000

TREASURER, BENTON COUNTY _____ DATE _____

ATTEST:
BENTON COUNTY ASSESSOR _____ DATE _____

IRRIGATION

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

KENNEWICK IRRIGATION DISTRICT _____ DATE _____



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015 AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR _____ INDEX NO. _____

DEPUTY _____ FEE NO. _____

FINAL PLAT FOR <i>RANDY CROSBY</i>	
STRATTON SURVEYING <i>STRATTON SURVEYING & MAPPING, PC</i> 7525 W. DESCHUTES PL. UNIT 1C KENNEWICK, WA 99336 (509) 735-7364 FAX: (509) 735-6560 stratton@strattonsurvey.com	
3061FP3.DWG	© 2015
DATE: 03/24/15	SHT. 2 OF 2
DRAWN BY: DCI	JOB # 3061

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2012-100)
JANUARY 17, 2013**

APPLICANT: RC OF WASHINGTON, INC.

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE AN APPROXIMATELY 77-ACRE PARCEL INTO 220 RESIDENTIAL LOTS (WHITE BLUFFS).

LOCATION: GENERALLY WEST OF THE PLAT OF BROOKSHIRE ESTATES DIVISION 7, EAST OF DALLAS ROAD AND NORTH OF I-182.

ENGINEER: HARMS ENGINEERING, INC.

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

1. 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. Prior to final plat approval all improvements required by Richland Municipal Code (RMC) Title 24 Plats and Subdivisions shall be installed and accepted by the City or the developer shall provide bonding or other sufficient security acceptable to the City ensuring their installation.
3. Unless alternative provisions are approved by the Fire and Emergency Services Department, a secondary emergency vehicle access (SEVA) meeting City of Richland standards shall be constructed that connects the existing improved SEVA in the southeasterly portion of the Brookshire Estates Division 7 subdivision to Dallas Road through the proposed subdivision concurrent with the first phase of development.

Any phase of development (e.g., Phase 4) with a single point of public street access and that exceeds 16 homes shall either have a Fire and Emergency Services Department approved SEVA installed or alternatively, homes within those areas may be approved if NFPA 13D Fire Sprinkler systems are installed. Final

plats with lots requiring approved fire sprinkler systems shall have notes on the face of the final plat clearly setting forth said requirements.

4. In order to provide looped electrical feeder circuit service to the proposed development, a temporary electrical line easement acceptable to the Richland Energy Services Department shall be provided from the eastern lot corner of Lot 12 Phase 9 into the first phase of the proposed development. Unneeded portions of said temporary easement can be relinquished as the phased development builds out proceeding from Dallas Road to the east.
5. The street names and addresses shall be finalized at time of final plat submittal and review. Street naming and addressing shall be in conformance to RMC Chapter 12.01.
6. Fees for parks shall be paid in accordance with the provisions of Richland Municipal Code (RMC) Chapter 22.12.
7. Final plats shall identify use and ownership of all proposed non-residential tracts.
8. Development is subject to the recommendations of the Geotechnical Site Investigation Report prepared by GN Northern, Inc., dated April 2011 as those recommendations may be modified and approved by GN Northern, Inc., and the City of Richland based on any supplemental geotechnical work and studies.
9. Approval is subject to compliance with the regulations of the Benton County Clean Air Authority pertaining to dust control during construction.
10. Preliminary plat approval is subject to all conditions of approval set forth in the attached memorandum from the Civil and Utility Engineering Division dated January 16, 2013.

**CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS**

DATE: January 16, 2013

TO: JEFF ROLPH, SENIOR PLANNER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR
JEFFREY PETERS, TRANSPORTATION ENGINEER

PROJECT NAME: WHITE BLUFFS (AKA INDIAN HILLS) PRELIMINARY PLAT (S2012-100)

PROJECT LOCATION: NORTH OF I-182, EAST OF DALLAS ROAD

The Civil and Utility Engineering Division has reviewed the revised preliminary plat received in this office on January 8, 2013, for the above referenced property and has the following conditions.

1. Please show the City limits.

General Conditions:

1. 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 3 mil mylar and electronic record drawings to the City. 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.
2. 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.
3. 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.
4. 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.
5. 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 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.

6. 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.
7. 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'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. 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/>
10. City Council approved the use of City potable water for irrigation purposes for this plat. Should a separate irrigation water source (other than City potable water) become available prior to the permitting of any phase, it shall be constructed and implemented with that phase.
11. 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:

12. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - L. 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.
 - M. The minimum centerline radius for local streets shall be 100-feet.
 - N. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - O. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - P. A detailed grading plan shall be included in the submitted plan set.

- Q. 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.
 - R. 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.
 - S. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - T. 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.
 - U. 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.
 - V. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - W. 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.
 - X. 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.).
 - Y. 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.
13. 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.
14. All KID canal crossings (roads or utilities) shall be approved by the KID prior to beginning construction, and all utility crossings beneath the KID canal or their Right of Way shall be encased in a continuous steel sleeve.
15. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.
- Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.
16. **SURVEY MONUMENT DESTRUCTION:**
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 & Streets:

- 17. The White Bluffs 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.
- 18. Prior to submittal of construction plans the applicant shall complete a traffic impact study for the project that will identify the impacts of this project to traffic at the intersection of all entrances and determine if the level of service will be reduced below a level "D" as a result of this development. The applicant will be required to construct all mitigation improvements identified in the traffic impact study prior to the completion of the phase during which service is projected to be reduced below a level "D". These improvements may include widening of the impacted road consisting of turn lanes and acceleration/deceleration lanes at the subject intersections to accommodate the additional traffic created by this development.
- 19. 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, landscape tracts, etc.).
- 20. Road "A" from Dallas Road to Road "B" is classified as an "Arterial Collector street". All lots adjacent to Road "A" that are west of Road "B", and all lots adjacent to the Dallas Road Right of Way shall have a 1-foot "Access control/screening easement" along said frontage. A note will be shown on the face of the final plat stating this. Subsequently, no driveways accessing single family lots will be allowed onto this section of Road "A". Tract "B" is proposed to be a cluster mailbox for the entire development that is accessible by vehicle. A one-way entrance driveway off of Road "A" will be allowed. The exit shall be onto Road "B".
- 21. Road "A" from Road "B" to Road "E" is classified as a "Neighborhood Collector street". Single family lots may access this section of Road "A", but it may experience higher traffic loads than a typical local street.
- 22. The maximum centerline finish grade for the Road "A" access off of Dallas Road shall be no more than 10%.

23. Road "B" (north of Road "A") and Road "N" shall be constructed to the centerline of the KID Right-of-Way at the time that the adjacent phase constructs them.
24. 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.
25. The west end of Road "K" and the east ends of Roads "B" and "N" will need temporary turnarounds on them when built. These will need to be easements from the adjacent property owners.
26. A note shall be added to the faces of the plats that states: "*The private driveways 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 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. 20-feet of clear access is required by the Fire Dep't. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
27. If the private shared driveways in this plat cannot be constructed to City minimum turnaround standards, or if the driveways become blocked in the future, City solid waste collection vehicles may not be able to access these lots for garbage collection. If this occurs the homeowners will be required to transport their cans to an acceptable location for pick-up.
28. The cul-de-sac at the east end of Road "A" is longer than the 400-feet specified in the Richland Municipal Code (it is approximately 1,400-feet long). However, due to shape of the property and the controlling boundaries (the plat of Brookshire Estates, the irrigation canal, and the freeway) and the fact that the developer is providing a permanent Secondary Emergency Vehicle Access here, the City Engineer recommends and would support a deviation from Section 24.16.050 of the Municipal code to allow the cul-de-sac to be constructed as shown.
29. Any filling of low areas or areas that were previously irrigation canal and will be within the future public Right of Way shall be compacted to City standards and per the geotechnical report.
30. A 12-foot wide (minimum) access & utility easement shall be provided for the potentially landlocked parcel north of lots 10 & 11 in phase 3. This parcel has no access from the north because of the KID canal.
31. The Secondary Emergency Vehicle Access (Tract "F") is a permanent feature therefore it shall be paved and shall align with the permanent SEVA in the plat of Brookshire Estates to the north.
32. A SEVA may be needed for the lots on Road "B" as is has more than 16 lots with only one entrance. The developer shall contact the City Fire Department to determine if one is needed or what alternatives exist.

Domestic Water:

33. The proposed preliminary plat of White Bluffs is located within the "Tapteal 3" water pressure zone and will be served by an existing water pipeline located in Dallas Road. The Dallas Road pipeline operates at a pressure that will require a pressure reducing valve to reduce water pressure to Washington State Department of Health and City standards. The developer shall therefore be required to install a City standard pressure reducing valve (PRV) station at the point of connection.

Tract "A" is a likely location for the PRV, but the ultimate location will be as approved by the City Engineer.

34. The Dallas Road water pipeline was installed by another property developer, who also installed a booster pump station and reservoir to complete a water delivery system capable of also supplying the White Bluffs development. The Dallas Road water pipeline and associated pump station and reservoir are nearly complete, but as of the date of these comments the system has not yet been accepted by the City as City infrastructure. Once this water infrastructure is complete and accepted it is anticipated that the builder of this water infrastructure will seek a latecomer agreement as authorized by RCW Ch. 35.91. The City will require the developer of the White Bluffs development to satisfy the terms and conditions of the expected latecomer agreement, once the agreement is approved by the City Council.
35. In the event the Dallas Road water pipeline and associated infrastructure is not completed and accepted by the City, the White Bluffs development will be required to build water supply infrastructure in accordance with the City's 2010 Water System Plan, or an alternative design approved by the City Engineer, to provide adequate water supply to the development.
36. Domestic water pipelines shall be extended to the adjoining properties adjacent to the plat.
37. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
38. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

39. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
40. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Ground Water:

41. A geohydrology report may be required for this property if substantial quantities of groundwater are encountered during plat construction. If an underdrain system is not required, then the geohydrology report needs to state so. Also, if groundwater is encountered within 5-feet of the finished grade during construction, an underdrain system will be required.

Storm Water:

42. 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 intends to adopt 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.
43. A storm sewer system shall be designed to contain or pass a 25-year storm. Passing the storm downhill will require a downstream system capable of accepting the water without being overwhelmed. The applicant shall provide storm drainage calculations based on a 25-year storm using the Eastern Washington Stormwater Manual and City design standards at the time each phase is engineered. Calculations shall be stamped by a professional Civil Engineer licensed in the State

of Washington. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners. The project will require detailed erosion control plans.

- A. 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. The engineer may need to demonstrate that the pond will drain itself after a storm event, and not have standing water in it longer than necessary.
 - B. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from existing or future runoff in the vicinity.
- 44. Stormwater collection systems shall be extended to the adjoining properties adjacent to the plat.
 - 45. If any existing storm drainage or ground water seepage empties onto the proposed site, 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.
 - 46. 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.
 - 47. 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.
 - 48. 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.
 - 49. 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").

Final Platting / Project Acceptance Requirements:

- 50. 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.

51. 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.
52. 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.
53. The final plat shall include notes identifying all common areas including the private driveways and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
54. The following notes shall be added to the face of the final plat (street names shall be adjusted accordingly):
- *"The private shared driveways 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 these roads"*
 - *"All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain".*
 - *"Road "A" from Dallas Road to Road "B" is classified as an "Arterial Collector street". All lots adjacent to Road "A" that are west of Road "B", and all lots adjacent to the Dallas Road Right of Way shall have a 1-foot "Access control/screening easement" along said frontage. Subsequently, no driveways accessing single family lots will be allowed onto this section of Road "A".*
 - *"Road "A" from Road "B" to Road "E" is classified as a Neighborhood Collector street".*
 - *"The private driveways within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*
 - *"If the private shared driveways become blocked or inaccessible, City solid waste collection vehicles may not be able to access these lots for garbage collection. If this occurs the homeowners will be required to transport their cans to an acceptable location for pick-up".*
55. A one-foot "No access / screening easement" will be required along the Dallas Road & Road "A" Right-of-Ways.
56. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
57. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 83-15, Approving the Final Plat of Copperleaf Phase 3

Department:

Community & Development Services

Ordinance/Resolution Number:

83-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 83-15 approving the final plat of Copperleaf, Phase 3.

Summary:

Northstone Richland, LLC, the developer of the plat of Copperleaf in the Horn Rapids Residential Community, has submitted a request for approval of the third and final phase of the Copperleaf final plat. This plat will create 31 residential lots on 7.35 acres. The applicant is in the process of completing the improvements that are needed to finalize the plat and has opted to take advantage of provisions in state law and the Richland Municipal Code that allow for the bonding of required improvements and so has entered into a post-monumentation improvement agreement with the City.

Fiscal Impact:

Approval of the final plat will not result in direct fiscal impacts. Future construction on the lots contained within the plat will raise both land values and property taxes and with residential development, the demand for City services will also be increased.

Attachments:

1. Resolution No. 83-15
2. Vicinity Map
3. Copperleaf Phase 3 Final Plat
4. Copperleaf Plat Conditions
5. Post Monumentation Agreement

RESOLUTION NO. 83-15

A RESOLUTION of the City of Richland approving the final plat of Phase 3 of the Plat of Copperleaf subject to the conditions of approval of the Technical Advisory Committee Report S2006-103; adopting the findings of the Richland Planning Commission as the findings of the City Council and approving the final plat of Copperleaf Phase 3.

WHEREAS, on June 22, 2006, the Planning Commission held an open record public hearing to consider the preliminary plat application of Copperleaf as submitted by Northstone Richland LLC; and

WHEREAS, the Planning Commission recommended to the City Council that it conditionally approve the preliminary plat of Copperleaf; and

WHEREAS, the City Council held a closed record hearing on the proposed Copperleaf preliminary plat application to consider the recommendation of the Planning Commission and approved the preliminary plat request; and

WHEREAS, the final plat for Copperleaf Phase 3, consisting of 31 lots is being constructed in accordance with the conditions attached to the approved preliminary plat and in accordance with the post-monumentation improvement agreement between the City of Richland and Northstone Richland LLC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby approves the final plat of Copperleaf Phase 3, a copy of which is attached and incorporated herein by reference, subject to the conditions of approval as contained in the Technical Advisory Committee Report S2006-103, dated June 22, 2006 as amended.

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

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

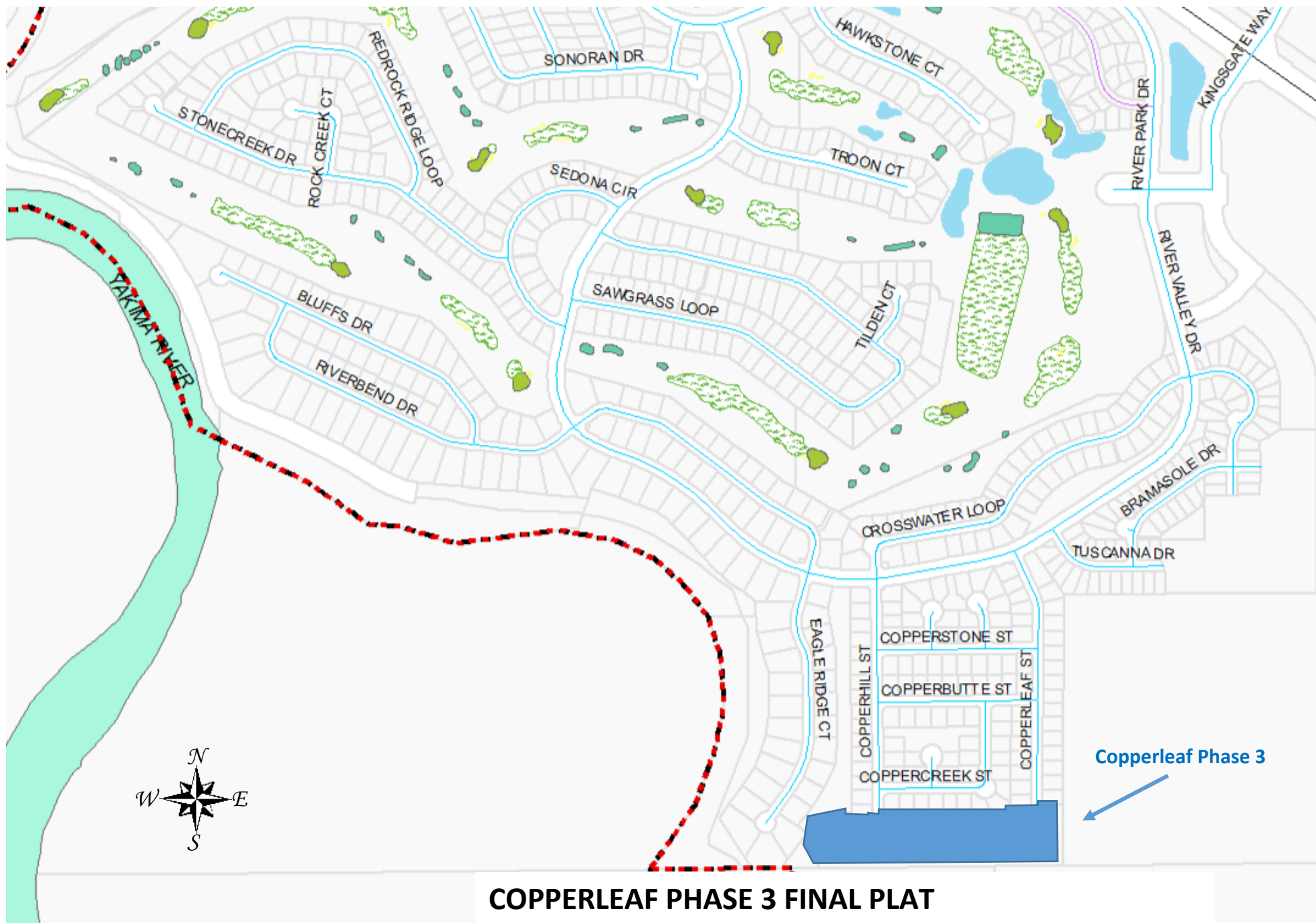
DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COPPERLEAF PHASE 3 FINAL PLAT

COPPERLEAF PHASE 3

A PORTION OF TRACT A, PLAT OF EAGLE RIDGE, RECORDED IN VOLUME 15 OF PLATS, PAGE 399 AND A PORTION OF THE SW1/4 OF THE SW1/4 OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

PERIMETER LEGAL DESCRIPTION

A PORTION OF TRACT A, EAGLE RIDGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 399 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE, LEAVING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, THENCE NORTH 00°32'15" EAST, 297.44 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, TO THE SOUTHEAST CORNER OF LOT 9, COPPERLEAF PHASE 2, RECORDS OF BENTON COUNTY, WASHINGTON, BEING THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 427, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE, LEAVING THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28 ALONG THE PLAT BOUNDARY OF SAID COPPERLEAF PHASE 2 (15--427) THE FOLLOWING COURSES:

THENCE NORTH 89°27'45" WEST, 100.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COPPERLEAF STREET, SAID POINT BEING 27.00 FEET EASTERLY OF THE CENTER LINE THEREOF WHEN MEASURED AT RIGHT ANGLES;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COPPERLEAF STREET, SOUTH 00°32'15" WEST, 17.67 FEET;

THENCE, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID COPPERLEAF STREET, SOUTH 89°23'16" WEST, 154.02 FEET;

THENCE SOUTH 00°32'15" WEST, 23.55 FEET;

THENCE SOUTH 89°23'20" WEST, 618.31 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COPPERHILL STREET, SAID POINT BEING 27.00 FEET EASTERLY OF THE CENTER LINE THEREOF WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COPPERHILL STREET, SOUTH 00°36'42" EAST, 19.29 FEET;

THENCE, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID COPPERHILL STREET, SOUTH 89°23'16" WEST, 154.00 FEET TO THE SOUTHWEST CORNER OF LOT 31 OF SAID COPPERLEAF PHASE 2 (15--427);

THENCE ALONG THE WESTERN LINE OF SAID LOT 31, NORTH 00°35'42" WEST, 47.89 FEET, SAID POINT ALSO BEING THE EASTERLY LINE OF TRACT A, EAGLE RIDGE, RECORDED IN VOLUME 13 OF PLATS, PAGE 399, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE, LEAVING THE PLAT BOUNDARY OF SAID COPPERLEAF PHASE 2 (15--427) AND THE EASTERLY BOUNDARY OF SAID TRACT A, SOUTH 89°23'20" WEST, 123.52 FEET;

THENCE SOUTH 56°49'22" WEST, 83.99 FEET;

THENCE SOUTH 11°10'09" WEST, 5.00 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT A;

THENCE ALONG THE BOUNDARY OF SAID TRACT A CONTINUING, SOUTH 11°10'09" WEST, 140.05 FEET;

THENCE SOUTH 33°38'25" EAST, 119.03 FEET TO THE SOUTH LINE OF SAID SECTION 28;

THENCE, LEAVING THE BOUNDARY OF SAID TRACT A, NORTH 89°22'24" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 1186.22 FEET TO THE POINT OF BEGINNING AND END OF THIS LEGAL DESCRIPTION

CONTAINING 7.46 ACRES (325,111 SQUARE FEET), MORE OR LESS.

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

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, NORTH STONE RICHLAND, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATED INTO LOTS AS SHOWN HEREON AND THAT ALL STREETS, ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN HEREON ARE CORRECTLY LOCATED AND THAT THE PUBLIC AND THAT THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED BY THE NAME "COPPERLEAF PHASE 3".

RONALD R. BOGUELER
WASHINGTON MEMBER FOR NORTH STONE RICHLAND, LLC

DATE

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF LINN
I, CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RONALD R. BOGUELER HAS SIGNED THIS INSTRUMENT AND THAT HE IS THE MEMBER FOR NORTH STONE RICHLAND, LLC, AND THAT HE IS NOT BEING AND ACKNOWLEDGED IT AS THE MAKING MEMBER FOR NORTH STONE RICHLAND, LLC, TO BE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC _____ DATE _____

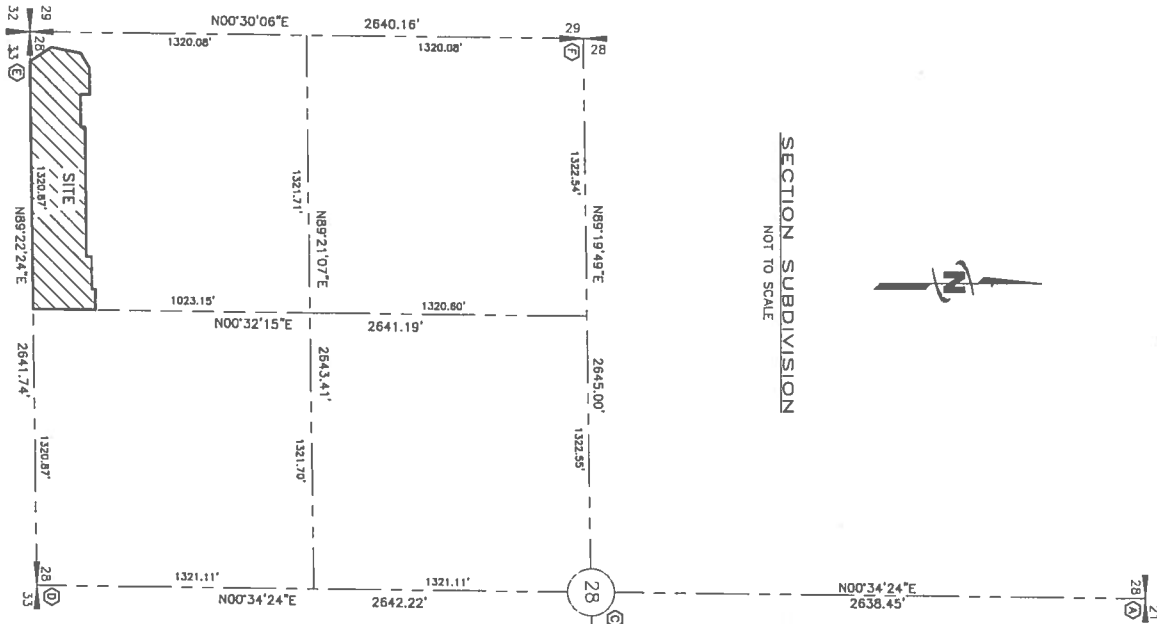
MY APPOINTMENT EXPIRES _____

RESIDING _____



SECTION SUBDIVISION

NOT TO SCALE



BASIS OF BEARING

NORTH 89°22'24" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 28 AS SHOWN IN HORN RAPIDS DIVISION NO. 1 (VOL. 14, PG. 171)

POST MONUMENTATION NOTE

I, JOHN J. SHEA, REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON HEREBY CERTIFY THAT THE INTERIOR PROPERTY CORNER MONUMENTS FOR THIS SUBDIVISION BEING SET BY THIS SURVEYOR TO PERMANENT MARKERS FOLLOWING THE COMPLETION OF THE STREET AND UTILITY IMPROVEMENTS.

JOHN J. SHEA
PROFESSIONAL LAND SURVEYOR NO. 33656

MONUMENT DESCRIPTION TABLE

- ① HELD CALCULATED SINGLE PROPORTION POSITION AS SHOWN IN HORN RAPIDS DIVISION NO. 1, VOL. 14, PG. 171.
② HELD POSITION OF STONE AS SHOWN IN HORN RAPIDS DIVISION NO. 1, VOL. 14, PG. 171
③ HELD CALCULATED POSITION AS SHOWN IN HORN RAPIDS DIVISION NO. 1, VOL. 14, PG. 171.
④ HELD CALCULATED SINGLE PROPORTION POSITION AS SHOWN IN HORN RAPIDS DIVISION NO. 1, VOL. 14, PG. 171
⑤ HELD POSITION OF IRON PIPE AS SHOWN IN HORN RAPIDS DIVISION NO. 1, VOL. 14, PG. 171.
⑥ HELD CALCULATED SINGLE PROPORTION POSITION AS SHOWN IN HORN RAPIDS DIVISION NO. 1, VOL. 14, PG. 171

SURVEYOR'S CERTIFICATE

I, JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT OF COPPERLEAF PHASE 3 AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

SIGNATURE _____ DATE _____



AUDITOR'S CERTIFICATE

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

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____
1-2808--200-0000-016
TAX PARCEL NUMBER _____

BENTON COUNTY TREASURER _____ DATE _____

BENTON COUNTY ASSESSOR _____ DATE _____

APPROVALS

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

CITY MANAGER _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CHAIRMAN, CITY PLANNING COMMISSION _____ DATE _____

GEORGE KYRIAZIS
PRESIDENT OF HORN RAPIDS HOME OWNERS ASSOCIATION
2650 CLUBHOUSE LANE, RICHLAND, WA 99354
DATE _____

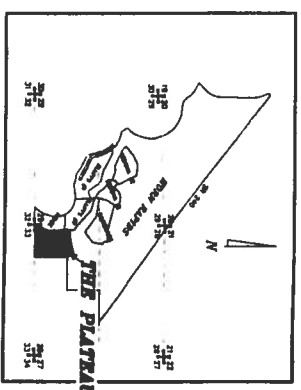
CITY OF RICHLAND REQUIRED NOTES

- ALL LOTS WITHIN THIS PLAT ARE REQUIRED TO INSTALL INDIVIDUAL PRESSURE REGULATING VALVES ON THEIR WATER SERVICES DUE TO POSSIBLE WATER PRESSURE FLUCTUATIONS AND HIGH PRESSURES.
- ADDRESS NUMBERS (NOTED IN BRACKETS) ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND AT THE TIME OF BUILDING PERMIT ISSUANCE.
- SIDEWALKS AND PEDESTRIAN PATHWAYS FRONTING COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER.
- THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION TO MAINTAIN.
- CENTRALIZED DELIVERY UNITS (CBU/MALIBOX) TO BE INSTALLED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
- TRACT A IS HEREBY DEDICATED TO THE HORN RAPIDS HOMEOWNERS ASSOCIATION WITH THIS PLAT. TRACT A IS A VARYING WIDTH PERMANENT MAINTENANCE ACCESS EASEMENT GRANTED TO THE CITY OF RICHLAND WITH THIS PLAT.

COPPERLEAF PHASE 3	
A PORTION OF TRACT A, PLAT OF EAGLE RIDGE, RECORDED IN VOL. 15, PG. 399 AND A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SEC. 28, T. 10N, R. 28E, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON	
J-U-B ENGINEERS, Inc. 2510 Clearwater Avenue, Ste. 201 Kennewick, WA 98502 Phone: 509.330.2144	
J-U-B ENGINEERS, INC.	DR. DFG CH. JS SHEET 1 OF 2
SCALE: NO SCALE	DATE: March 18, 2015 PROJ. NO.: 30-15-011

PRELIMINARY PLAT OF
THE PLATEAU AT HORN RAPIDS

A DIVISION OF HORN RAPIDS
SECTION 28, T.10 N., R.28 E., W.M.
CITY OF RICHLAND
BENTON COUNTY, WASHINGTON



VICINITY MAP

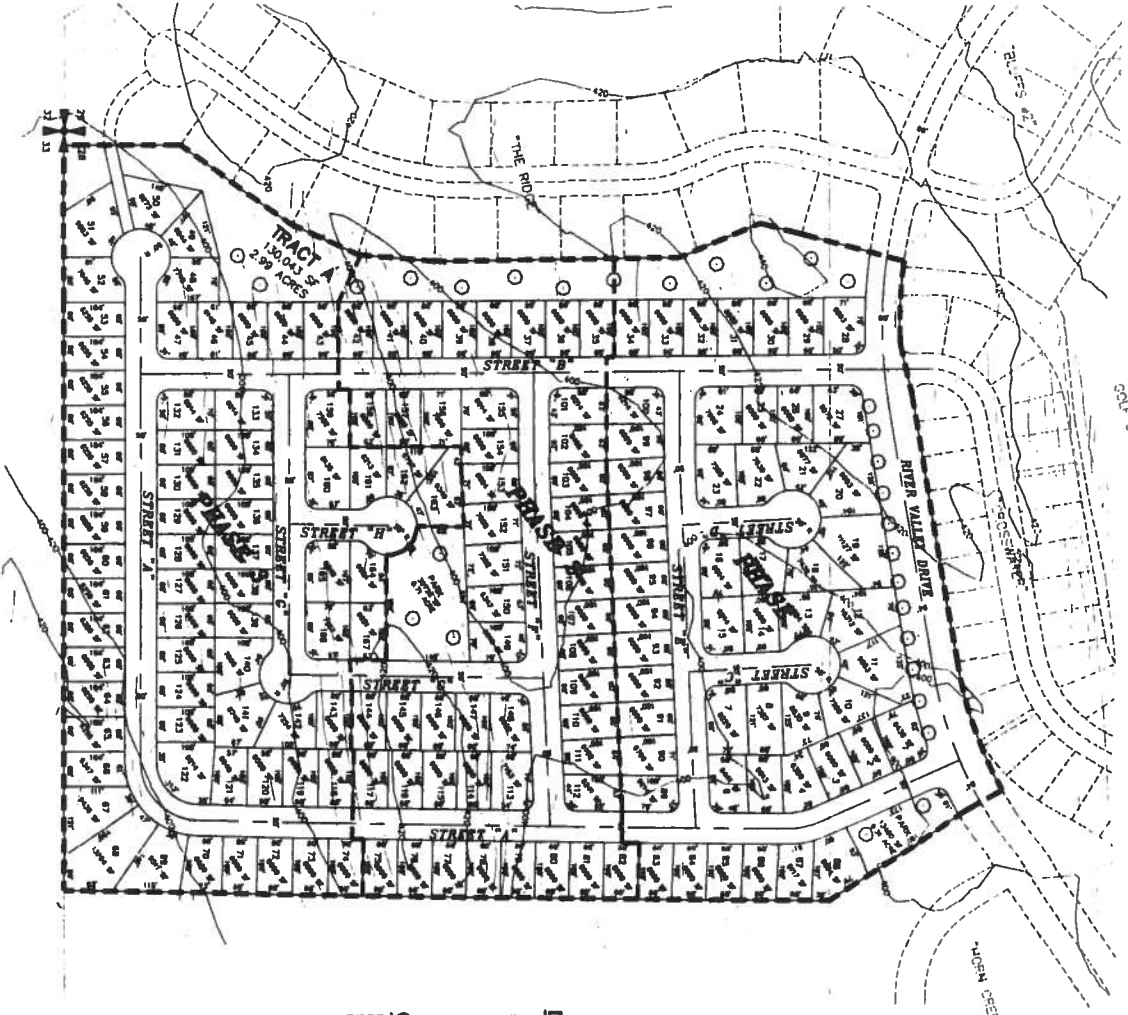


AREA: 31.88 ACRES CROSS AREA
TOTAL NUMBER SMOKE P/ALL UNITS: 187
AREA: 13.57 ACRES CROSS LOT AREA
AREA: 8.79 ACRES ROAD SYSTEM
AREA: 23.88 ACRES NET LOT AREA
ROADS: 7,300 L.F. TOTAL
AVERAGE LOT SIZE: 6,750 SQ. FT.
MINIMUM LOT SIZE: 6,000 SQ. FT.

NORTH STONE PROGRAM, LLC
P.O. BOX 516
STAYTON, OR 97383
(503) 786-3436

That portion of the West-half of the Southeast quarter of Section 28, Township 10 North, Range 23 East, Ironville Meridian, Benton County, Washington described as follows:

Beginning at the Southeast corner of said Section 28,

[illegible]

THE PLATEAU AT HORN RAPIDS
POSTULATED BY ME 10

JOHN STONE BUILDING, LLC
CONCRETE FORM
P.O. BOX 516
STATION, OR 97383

SPIN ENGINEERING
601 HOECHT STREET
BOSTON, MASSACHUSETTS 02118

DATE 8/14/04	SHEET 1 OF 1
--------------	--------------

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
JUNE 22, 2006 (AMENDED*)**

APPLICANT: NORTH STONE RICHLAND, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE A 39.68-ACRE PARCEL INTO 167 RESIDENTIAL LOTS AND 3 TRACTS (THE PLATEAU AT HORN RAPIDS).

LOCATION: WITHIN THE HORN RAPIDS RESIDENTIAL COMMUNITY, GENERALLY SOUTH OF THE HORN RAPIDS GOLF COURSE SOUTH AND WEST OF THE PROPOSED PLATS OF CROSSWATER AND HORN CREEK AT HORN RAPIDS.

ENGINEER: SPINK ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

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. Prior to final plat approval all improvements required by Richland Municipal Code (RMC) Title 24 Plats and Subdivisions shall be installed and accepted by the City or the developer shall provide bonding or other sufficient security acceptable to the City ensuring their installation.
3. Street naming and addresses shall be finalized at time of final plat submittal and review. Street naming and addressing shall be in conformance with RMC Chapter 12.01.
4. 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."**
5. Fire hydrants capable of supplying the required fire flow shall be provided prior to combustible construction. Hydrants and blue reflective hydrant markers shall be installed at locations approved by the Fire and Emergency Services Department.

Shrubs and similar landscape material shall not be installed within 3 feet of any hydrant, nor shall any plant that grows higher than 12 inches be installed within 5 feet. Trees shall be located at least 10 feet from any hydrant.

6. Approval is subject to compliance with provisions of RMC Section 9.16.046 pertaining to dust control during construction.
7. Final plat shall include a one foot wide "Access Control/Screening Easement" between the River Valley Drive right of way and all adjacent residential lots. Provision for uniform screening treatment between said lots and River Valley Drive shall be established prior to final plat approval and either constructed concurrent with initial plat improvements or otherwise provided for in the Covenants, Conditions and Restrictions (CC&R's) of record created for the subdivision.
8. Per the provisions of Richland Municipal Code Section 24.16.210 a 10-foot wide walkway tract shall be established approximately mid-block (vicinity of Lots 36-38) connecting Street "B" to Tract A. Said walkway shall be improved per the requirements of the City Engineer prior to final plat approval.
9. The final plat(s) shall include a note identifying the intended use of all non-residential tracts within the plat boundaries. The note shall further state that all residential lots within the plat share an equal undivided ownership interest in any non-residential tract(s) that are not otherwise formally dedicated for ownership by either the City or other appropriate entity.
10. Prior to final plat submittal the name of the subdivision shall be changed to eliminate use of the name "Plateau" in compliance with the provisions of RMC Section 24.12.020(A) as a final plat with that name already exists in the City of Richland.
11. Preliminary plat approval is subject to the conditions of approval set forth in the memorandum from the Richland Building Official related to required grading permits and plans, effective July 1, 2004 and from the Civil and Utility Engineering Division dated June 21, 2006.

***NOTE:** The Technical Advisory Committee Report has been amended to reflect the action of the Richland Planning Commission at their June 28, 2006 regular meeting amending condition #14 of the Civil and Environmental Engineering Division memorandum dated June 21, 2006.



505 Swift Boulevard, P.O. Box 190, Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

www.ci.richland.wa.us

**COMMUNITY DEVELOPMENT DEPARTMENT
Development Permitting Division**

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7762
Fax 509-942-7764

Effective July 1, 2004

To: Jeff Rolph, Senior Planner

For: All TAC Meetings on
All New Subdivisions and Plats

RE: GRADING PERMIT REQUIREMENTS FOR ALL NEW SUBDIVISIONS & PLATS

A grading permit issued by the City of Richland's building permit office—in addition to any and all other permits required by the City of Richland—is required prior to any grading work in a new subdivision or plat area. The grading permit CAN be issued prior to other City of Richland approvals for the subdivision, but the permit holder must understand that the grading permit is not an approval for the street grades, underground excavations for utilities, or any other portion of the proposed infrastructure work, and the grading permit is NOT an approval by the City to subdivide or plat. The applicant for a grading permit issued before the final subdivision or plat construction plans are approved accepts any and all risks and liabilities associated with commencement of grading, including the risk that the City may not approve the subdivision or plat. Even if grading does not commence until the infrastructure construction plans have been approved by the City of Richland, a grading permit is still required prior to any work being done on the site.

SUBMITTAL REQUIREMENTS

Site/Grading Plan:

A site plan showing existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work shall be submitted. The grades must also show in detail that it complies with all the requirements for slopes and setbacks in Appendix J. The site plan must also show the existing grades on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of Appendix J. The plan must be stamped by a licensed engineer and must specifically reference that all requirements of the soils report (see below) have been complied with on the plan.

Soils Report:

A soils report prepared by a registered geotechnical engineer shall be provided. It must contain the following minimum information:

1. Existing soils types and distribution of existing soils.
2. Conclusions and recommendations for grading procedures, specifically describing that all Appendix J requirements are being met.

GRADING PERMIT REQUIREMENTS FOR ALL NEW SUBDIVISIONS AND PLATS

Soils Report (cont.):

3. Soil design criteria for any structures (walls, etc.) or embankments, required to accomplish the proposed grading.
4. Slope stability studies and recommendations, specifically describing that all Appendix J requirements are being met, including recommendations and conclusions regarding site geology.
5. Liquefaction study (required only where mapped maximum earthquake Ss is greater than 0.5g).

Application and payment of grading plan review fees:

City of Richland fees for the review of the grading plans and reports is based upon the currently adopted schedule of fees. Please inquire at the front permit office for a copy. The application must be filled out and the fees paid at the time of submittal.

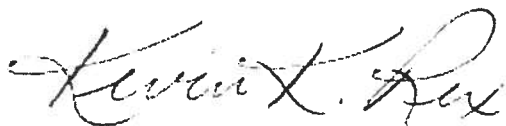
INSPECTION PROCESS AFTER PERMIT ISSUANCE

In addition to periodic inspections by the City (pre-fill placement, all buried items—such as filter fabrics, etc.—prior to burial, and at least one inspection of one layer of fill placement during compaction), the owner shall hire either a certified special inspector or a licensed professional soils engineer to inspect all work in accordance with Section 1704.7 of the 2003 IBC (site preparation, during fill placement, in-place density evaluations). Written field reports and density test reports by either the special inspector or by the licensed professional soils engineer shall be submitted to the City following each site visit. A final inspection by the City will occur when all the work is done AND all written reports have been submitted.

Please read and have your professionals read and apply each section of Appendix J of the 2003 IBC (or currently adopted grading code) concerning excavations, fills, and especially SETBACKS and drainage, terracing, and erosion. The plans and reports submitted must clearly show how each of these sections is being addressed in your proposal.

Please direct applicants for new subdivisions or plats to me should they have questions about the grading permit process.

Thank you.



Kevin K. Rex
Building Official

**CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS**

DATE: June 21, 2006

TO: JEFF ROLPH, SENIOR PLANNER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR

PROJECT NAME: THE PLATEAU AT HORN RAPIDS (S2006-103)

PROJECT LOCATION: HORN RAPIDS, RIVER VALLEY DRIVE

The Civil and Utility Engineering Division has reviewed the preliminary plat received in this office on June 16, 2006, for the above referenced property and has the following conditions.

General Conditions:

1. All final plans for public improvements shall be submitted on a 24" x 36" format. Addendums are not allowed, all information shall be supplied in 24 x 36 format. When construction of the infrastructure has been substantially completed, the applicant shall provide 3 mil mylar and electronic record drawings to the City. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. The record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat. Mylar record drawings of the street lights are also required prior to the final inspection.
2. Any 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) shall be submitted along with the final submittal.
3. 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.
4. 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'.
5. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
6. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555."
7. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. The designing Engineer shall submit plans for the proposed irrigation system at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by the 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.

8. 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.
9. 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:

10. 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 City Right of Way shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - L. 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.
 - M. The minimum centerline radius for local streets shall be 100-feet.
 - N. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - O. A composite utility plan shall be included in the submitted plan set.
 - P. A detailed grading plan shall be included in the submitted plan set.
 - Q. 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.
 - R. 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.
 - S. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - T. 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.
 - U. 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.
 - V. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - W. 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.

- X. 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.).
 - Y. 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.
11. 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.
12. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

13. **SURVEY MONUMENT DESTRUCTION:**

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 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 & Streets:

14. Completion of this development will result in a level of service for the Kingsgate Way / SR240 intersection below the City's adopted standard. The Horn Rapids Community Master Plan contemplates several improvements that could mitigate this impact and result in an acceptable level of service. Those improvements include construction of a second intersection access to SR240 at Village Parkway and traffic signals the intersections of SR240 with Kingsgate Way and Village Parkway. Installation of traffic signals on SR240 requires WSDOT approval. Completion of this plat will likely impact the intersection of Kingsgate Way and SR240 to a greater extent than the future intersection of Village Parkway and SR240 to the west. This project shall, therefore, prepare a warrant analysis for a traffic signal at the intersection of Kingsgate Way and SR240 and submit it to the State DOT for acceptance. If the State accepts the warrant analysis as meeting the criteria necessary to authorize installation of the traffic signal the developer shall design and construct the signal, or bond for its completion, prior to acceptance of the final plat. If the State does not authorize installation of the traffic signal, the developer shall complete or bond for the Village Parkway / SR240 intersection improvements and complete or bond for ~~construction of~~ a City standard rural street section from the Village Parkway / SR240 intersection to the west end of Village Parkway in the Eagle Watch / Sandpiper subdivision prior to acceptance of the final plat.

If the SR240 / Kingsgate Way traffic signal is constructed the City will contribute funds accumulated from previous developments to the north of SR240 and will support development of a latecomer agreement to reimburse to the developer a portion of the traffic signal cost from future development.
15. 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, public walkways, etc.).
16. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a "Neighborhood Collector Street". Subsequently, no driveways accessing single family lots will be allowed onto River Valley Drive.
17. If any portion of River Valley Drive is built prior to the plat of Crosswater being constructed, then the developer of this plat shall install 8-foot pathways along their River Valley Drive frontage. If any portion of River Valley Drive which fronts this pre-plat is not built at the time of plat construction, then the developer of this plat shall build a minimum of a half street section of River Valley Drive. The design of River Valley Drive shall be consistent with the other neighborhood collector streets in Horn Rapids.
18. The Right of Way width of "A" Street is noted on this pre-plat as 50-feet wide. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats. If the developer of this plat desires parking on both sides of the street, then the Right of Way width shall be corrected at the time of construction plan submittal.
19. A street stub shall be included from Street "A" to the property to the east, and another to the south in order to provide for future neighborhood traffic circulation. All of the appropriate utility stubs shall also be included in these street corridors.
20. The centerline radius of the curve in Street "A" at the southeast corner of the plat shall be 100-feet, minimum.

21. Since the secondary emergency vehicle access (SEVA) at the southwest corner of the plat that connects "The Plateau" to the preliminary plat of "The Ridge" will be a permanent fixture, it shall be paved (instead of gravel). Alternative surfaces can be proposed, however they will need to be permanent and approved prior to construction.
22. 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:

23. A watermain connection from this property to the pre-plat of "The Ridge" to the west shall be established. Placing this water connection in the SEVA corridor at the southwest corner would eliminate a long dead-end watermain in the plat of "The Ridge", and provide for better system circulation.
24. 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.
25. All watermains within the plats of Horn Rapids shall be installed using ductile iron pipe. This is required due to the high pressures experienced and the poor bearing surface that the native soils offer.
26. All lots within this plat are required to install pressure regulating valves on their water services due to possible water pressure fluctuations and high pressures.

Sanitary Sewer:

27. The sanitary sewer main that runs through this plat may need to be oversized (in accordance with the Horn Rapids Sewer Master Plan) and installed at a depth and slope sufficient to provide future gravity-flow sewer service to the undeveloped property to the south, west and east.

Storm Water:

28. A storm sewer system shall be designed to contain or pass a 25-year storm. The applicant shall provide storm drainage calculations based on a 25-year storm using the Benton County Hydrology Manual. Calculations shall be stamped by a professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners. The project will require detailed erosion control plans.
 - A. 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.
 - B. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
29. Storm drainage piping shall be installed in accordance with the Horn Rapids Comprehensive Stormwater Management Plan.

30. If the storm drain ponds slopes are greater than 25%, then a 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 keep them below 6-inches, and maintaining the pond for functionality. 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.
31. 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.

Final Platting Requirements:

32. Any public access and utility easements, such as water, sewer, electrical etc., must be provided prior to final acceptance by the City.
33. Any off-site easements 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.
34. 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.
35. A note shall be placed on the face of the plat that states: *"All landscaped tracts and areas within the plat of Crosswater that are in the public Right of Way shall be the responsibility of the homeowners to maintain."*
36. A one-foot "No access / screening easement" will be required along the River Valley Drive Right of Way frontage.
37. A note shall be placed on the face of the final plat stating: *"All lots within this plat are required to install pressure regulating valves on their water services due to possible water pressure fluctuations and high pressures."*
38. A note shall be placed on the face of the final plat that states: *"The City of Richland's standard for storm pond maintenance consists of semi-annual vegetation abatement and specifically does not include irrigation, landscaping or other aesthetic improvements."*
39. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
40. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
41. Any restricted parking areas shall be indicated on the final plats.

POST-MONUMENTATION IMPROVEMENT AGREEMENT

An agreement between the City of Richland, Washington, a Washington municipal corporation ("City"), and North Stone Richland LLC ("Developer"):

WHEREAS, Developer wishes to plat and develop "Copperleaf Phase 3", the boundary of which is shown on Attachment "A" which shall consist of a location map and legal description which shall be part of this recorded document.

WHEREAS, On June 21, 2006, the Richland Planning Commission granted approval to Preliminary Plat File No. S2006-103 which set forth certain Required Public Improvements, which must be constructed in order for development of the Property to occur.

WHEREAS, Developer has not completed construction of the Required Public infrastructure Improvements.

WHEREAS, Developer was issued a City right of way construction permit pursuant to Richland Municipal Code Chapter 12.08 for the required public infrastructure improvements.

WHEREAS, Developer is required pursuant to Richland Municipal Code Chapter 24.12 to obtain Final Plat approval, by either constructing all Required Public Improvements, or by entering into an Improvement Agreement to provide for the construction therefor.

NOW THEREFORE, as consideration for final plat approval prior to the completion of construction of all Required Public Improvements required as a condition of development, Developer agrees to the following:

1. Developer shall complete or cause to be completed the Required Public Improvements as detailed on the approved construction plans (as approved by Right of Way Construction Permit No. PW-15-00204) and according to the specifications, standards and guidelines on file in the office of the City of Richland Public Works Director.
2. Developer shall cause Developer's engineer(s) to provide all surveying services necessary for the Required Public Improvements prior to and during construction and to prepare and furnish acceptable mylar record drawings to the City when the Required Public Improvements are complete, along with any necessary utility and/or access easements, all in conformance with City Standards & Design Guidelines.
3. Developer shall complete those Required Public Improvements to the satisfaction of the City Public Works Director within six (6) months of the date of final plat approval. Upon written request of Developer, however, this Agreement may be extended for an additional period of time, not to exceed an additional six (6) months, by mutual written agreement of Developer and City.
4. Should it be determined during construction of Public Improvements that additional easements are necessary to construct any of the Required Public Improvements or to provide access, Developer shall cause the City to be furnished with said easements, recorded with Benton County at Developer's expense, within the time covered under this Agreement.

Copperleaf ph. 3

5. The City shall not release the final plat for recordation until the following minimum essential infrastructure improvements are complete, inspected and accepted as meeting City standards:
- a. Sanitary sewer system with the exception of surface finishing of manholes and cleanout structures
 - b. Stormwater drainage system with the exception of surface finishing of manholes and catch basin structures and erosion control and site restoration of any surface stormwater retention features
 - c. Potable water system with the exception of surface finishing of valves and final grade and rotation adjustments of fire hydrants
 - d. Street subgrade and base course rock placement
 - e. Property pins placed around the boundary of the plat, including all back lot corners

Upon completion of the essential infrastructure improvements noted above, Developer may deposit with the City a financial surety instrument ("letter of credit"), acceptable to the City Attorney and Public Works Director in the amount equal to 150% of the City-approved estimated cost of incomplete work as security for the remaining incomplete required improvements. Upon receipt of this financial surety instrument the City will sign and release the final plat for recordation.

6. The City shall not issue any building permits for any structures within the plat of Copperleaf Phase 3 until the Public Improvements have been completed, as determined by the City of Richland Public Works Director.

Completion, as used herein, is defined as the completion, testing, acceptance, and startup of:

- a. potable water and irrigation water delivery systems;
- b. sanitary sewer and stormwater collection systems;
- c. public improvements fronting existing houses within the subdivision and properties outside the subdivision;
- d. final paving including utility casting adjustments and all required street improvements;
- e. sidewalk and path segments required by approved construction plans;
- f. clean-up around adjacent properties and public right-of-ways;
- g. placement of private street name signs and No Parking signs;
- h. unobstructed access to all valves, structures & appurtenances;
- i. street lighting;
- j. all property pins & centerline monuments placed by a licensed land surveyor;
- k. all disturbed soils stabilized (e.g.; hydro-seeded);
- l. Mylar record drawings ("as-builts");
- m. and any other items that would, in the opinion of the City Engineer, represent unacceptable safety or inconvenience to the public;
- n. recording of all required easements or warranty deeds;
- o. Satisfaction of all preliminary plat conditions.

Upon approval of the City Public Works Director, a portion of the financial surety may be released and building permits may be issued prior to Completion if the following items are complete:

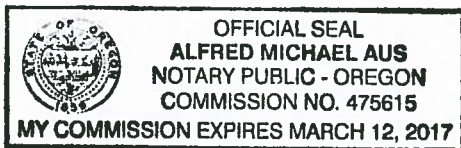
- a. Asphalt paving
- b. Street lights

- c. Centerline monuments
- d. All property corner pins
- e. Stabilization of all disturbed soils
- f. Mylar record drawings supplied to the City
- g. Easements not included on the final plat
- h. Final inspections by City forces

The value of the remaining incomplete items shall be determined by the City (i.e. punchlist) and shall be retained from the original financial surety instrument. The portion of monies retained shall be equal to 150% of the value of the incomplete infrastructure items.

Should any condition of this Agreement not be completed within the time frame specified, the City shall estimate the cost of completing the condition, call upon the financial surety instrument for funds necessary to cover the cost, and complete the condition with funds collected under the performance guarantee. If the funds collected under the performance guarantee are insufficient to complete the condition, the City may either hold the collected funds until additional funds are authorized to complete the condition or expend the collected funds to complete a portion of the condition as determined reasonable by the Public Works Director.

7. In the event Developer includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.
8. Developer's obligations as set forth herein shall be binding upon Developers and the Developer's heirs, successors, and assigns.
9. The provisions of this Agreement shall run with the land described herein on Attachment A, and be binding and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.
10. This agreement may not be assigned without the written consent of the City of Richland City Manager.
11. If suit is brought to enforce any term of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees, including fees, costs, and expenses incurred in connection with any appeal.



DEVELOPER

NAME

By:

Ronald R. Bochsler, Managing Member of North Stone Richland, LLC

STATE OF Oregon)
County of Lincoln) ss.

This instrument was acknowledged before me on March 9, 2015,
by Ronald R. Bochsler as Managing Member of North Stone Richland

Alfred Michael Aus

Copperleaf ph. 3

Notary Public—State of: Oregon
My commission expires: 3-12-2017

CITY OF RICHLAND

City Manager

STATE OF WASHINGTON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2010,
by _____ as City Manager of the City of Richland, Washington.

Notary Public—State of Washington
My commission expires: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Copperleaf ph. 3



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 84-15 Authorizing a Contract Modification with Public Financial Management, Inc. for Professional Services Related to Financing for the City's Electric Utility

Department:

Energy Services

Ordinance/Resolution Number:

84-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 84-15, authorizing execution of Contract No. 14-003 Modification 3 with Public Financial Management, Inc. for professional services related to financing for the City's electric utility.

Summary:

The PFM Group was hired via City Contract No. 14-003 to assist the City with securing various types of bond financing, including revenue bonds to finance capital projects. Proposed Resolution No. 84-15 will engage Public Financial Management, Inc. (PFM) to assist Energy Services (RES) and Finance division staff in securing approximately \$20,000,000 in electric utility revenue bonds to finance planned capital projects over the next two years.

Included in these services will be detailed interaction between PFM Director Susan Musselman and the City's Utility Advisory Committee (UAC) to address policy considerations related to the bonding efforts. Ms. Musselman has previously discussed historical electric utility bonding and future bond environment with a UAC subcommittee and will assist RES staff and the UAC in developing appropriate policy recommendations related to bond structure and process.

The amount paid for Ms. Musselman's professional services in this endeavor shall not exceed \$52,000.

Fiscal Impact:

While not specifically anticipated in the approved 2015 budget, adequate funding exists in professional services budget account in the Electric Fund to pay for these consulting services. Staff will also pursue including the PFM expenses in costs eligible to cover through the secured revenue bond funds.

Attachments:

1. Proposed Resolution No. 84-15
2. Proposed Agreement
3. Original Agreement and Mods 1 & 2

RESOLUTION NO. 84-15

A RESOLUTION of the City of Richland authorizing contract modification with Public Financial Management, Inc. for services related to financing for the City's electric utility.

WHEREAS, the City of Richland operates a non-profit, public electric utility (RES) and provides retail electrical services to residential, commercial, and industrial customers; and

WHEREAS, the City intends to issue bonds in 2015 to fund RES capital improvement projects; and

WHEREAS, RES requires consulting services to assess current policies and practices for a financial strategy and bond structure using industry best practices, advise on such policies and practices to support cost-effective financing, develop a financing work plan and schedule, develop a financial strategy and bond structure that best meets the City's needs, and assist with the City in the bond sale; and

WHEREAS, the City currently contracts with Public Financial Management, Inc. (PFM) to provide financial advisory and consulting services and assist with bond sales; and

WHEREAS, the City and PFM wish to modify their existing contract to increase the contract amount, not to exceed \$52,000, for services from April 21, 2015, through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute and administer a modification to the consulting agreement with PFM for professional services and to fund this work from the electric utility funds approved in the City's 2015 Budget.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**CITY OF RICHLAND
AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT, INC.
CONTRACT NO. 14-003**

MODIFICATION NO. 3

I. RECITALS

This is a modification to the professional services agreement related to financial advisory and consulting services between the contracting parties, the City of Richland, Washington (hereinafter "City") and Public Financial Management, Inc. (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract No. 14-003 executed by the City on January 27, 2014.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Consultant shall provide services described in the attached Exhibit A and are made part of this Agreement. Fees for the services shall not exceed \$52,000.
2. Contract period shall remain the same.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

CITY OF RICHLAND:

Cynthia D. Johnson, ICMA-CM
City Manager

APPROVED AS TO FORM:

Heather D. Kintzley
City Attorney

PFM, INC.:

Susan Musselman

Susan Musselman
Director

Date: _____

4/10/15



1200 Fifth Avenue
Suite 1220
Seattle, WA 98101

Susan Musselman
musselmans@pfm.com
360-445-0238

April 7, 2015

Exhibit A 14-003 Mod #3

Ms. Cathleen Koch
Administrative Services Director
City of Richland
505 Swift Boulevard
Richland, WA 99352

Re: Financing for the Electric Utility

Dear Ms. Koch,

Pursuant to contractual requirements relating to Contract No. 14-003 for Financial Advisory Services, PFM is submitting this letter as a Supplement to set forth the the scope of services and compensation for services relating to financing for the City's Electric Utility. The services provided under this supplement are separated into Consulting and Financing services, as described below.

SCOPE OF SERVICES

Consulting Scope of Services

- Prepare an overview of the City's outstanding Electric System Revenue Bonds, including assessment of credit, policies and practices in relation to best practices, rate-setting and capital planning processes, and bond issuance history;
- Provide a presentation to the Utility Advisory Commission outlining the results of this assessment and an overview of the tax-exempt bond market;
- Consider and advise on policies and practices to support cost-effective financing; and
- Provide additional information and recommendations to the UAC and or City Council relating to policies and or financing for the Utility.

Financing Scope of Services

- Assist the City in developing a financing strategy and bond structure that best meets the City's needs. Review and advise the City relative to any financing proposals provided by other parties;
- Develop a work plan and time schedule for any financing;
- Meet with the City Council (the "Council") or other representatives of the City, as requested, to provide information and discuss recommendations, as appropriate;
- Advise the City on method of sale for any financing;
- Evaluate and make a recommendation on the number of ratings and rating agenc(ies) to use. Present the bond issue to the bond rating agency and bond insurers, if advisable, and work with the agencies to secure the best possible results;
- Provide guidance to the City in matters relating to the terms to be negotiated with providers of other services relative to the financing;



- Coordinate with bond counsel in regard to legal documentation for any financing and provide review and input as appropriate;
- Review (or upon request, prepare) Preliminary Official Statements and final Official Statements prepared on behalf of the City for use in marketing any bonds and meeting regulatory requirements;
- Assist the City in selecting an underwriter for a negotiated sale of bonds. Review and oversee the Underwriter's bond marketing plan, review the interest rates, reoffering yields, Underwriter's compensation and other terms and conditions of the sale, and advise the City on the reasonableness of the Underwriter's purchase proposal;
- For any competitive sale of bonds, prepare official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services and official statement distribution, and perform additional steps necessary and customary for competitive bond sales;
- Coordinate parties to the closing, and ensure wire instructions and transfer amounts are confirmed; and
- Provide additional services directly related to the successful completion of financing.

COMPENSATION

Compensation for Consulting Services

For Consulting Services as defined in the scope above, PFM will be compensated in accordance with the following hourly schedule. Maximum compensation shall not exceed \$10,000.

Position/Title	Hourly Rate
Director/Managing Director	\$295
Senior Managing Consultant	275
Analyst	195
Associate	175

Compensation for Financing Services

For Financing Services, as described in the scope above, PFM will be compensated in accordance with the following fee schedule for each separate financing:

For financing up to \$20 million:	\$1.50 per \$1,000, with a \$20,000 minimum
For financing up to \$75 million:	\$30,000 plus \$0.75 per \$1,000 over \$20 million
For financing over \$75 million:	\$75,000 plus \$0.25 per \$1,000 over \$75 million



Official Statement Preparation

PFM will coordinate and prepare bond official statements, with compensation based on an additional fee which will depend on the estimated time involved in preparation of the official statement. This cost is estimated at approximately \$10 to 12,000 depending on the complexity of the transaction. Although the Consultant may prepare official statements, the City is primarily responsible for providing accurate and complete information for inclusion in the official statement, and will be responsible for reviewing the official statement.

Expenses

In addition to financial advisory and consulting fees, the City will reimburse the firm for costs of travel as identified in Section 4d of Contract No. 14-003 completed at the request of the City, as well as telephone, postage, and similar direct charges. Additionally, the City will be responsible for payment of costs of any of the City's third-party services.

We invite you to provide any changes, comments or input on the above scope of services and deliverables. We are prepared to begin services immediately, upon execution of this Supplement to Contract No. 14-003.

Sincerely,

Public Financial Management

A handwritten signature in blue ink, appearing to read "Susan Musselman", is written over the printed name.

Susan Musselman
Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005	CONTACT NAME: Ryan Farnsworth	
	PHONE (A/C, No, Ext): 212-504-1814	FAX (A/C, No): 212-509-1292
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103	E-MAIL ADDRESS: ryan.farnsworth@crystalco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Indian Harbor Insurance Company	
	INSURER B: Continental Casualty Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 10282240

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N					☐ WC STATUTORY LIMITS ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N / A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability			ELU13695014 596398650	11/30/2014 11/30/2014	11/30/2015 11/30/2015	Limit of Liability \$15,000,000 each claim/aggregate all claims

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

City of Richland 505 Swift Boulevard Richland WA 99352	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Crystal & Company</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005		CONTACT NAME: Theresa Brancato PHONE (A/C, No, Ext): 212-504-5949 E-MAIL ADDRESS: theresa.brancato@crystalco.com FAX (A/C, No): 212-509-1292	
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103		INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
PUBLFI		NAIC # 20303 20281	

COVERAGES**CERTIFICATE NUMBER:** 986418560**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y	Y	35363950	11/30/2014	11/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$INCLUDED \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			73248555	11/30/2014	11/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79774080	11/30/2014	11/30/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			71739979	1/1/2015	1/1/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is hereby understood and agreed that the City of Richland is included as an Additional Insureds with respect to General Liability coverage only.

This insurance shall be primary and non-contributory.

Evidence of coverage only:
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Richland 505 Swift Boulevard Richland WA 99352	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Crystal & Company</i>
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Frank Crystal & Co., Inc.		NAMED INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Non-Owned & Hired Automobile
- Workers Compensation

Liability Insurance Endorsement

<i>Policy Period</i>	NOVEMBER 30, 2014 TO NOVEMBER 30, 2015
<i>Effective Date</i>	NOVEMBER 30, 2014
<i>Policy Number</i>	3536-39-50 DTO
<i>Insured</i>	PUBLIC FINANCIAL MANAGEMENT, INC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:
GENERAL LIABILITY

Who Is An Insured Scheduled Person or Organization

Under Who Is An Insured, the following provision is added:

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or written agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such written contract or written agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a written contract or written agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such written contract or written agreement.
 - damages arising out of their sole negligence.
-

Scheduled Person or Organization

City of Richland
505 Swift Boulevard
Richland, WA 99352

All other terms and conditions remain unchanged.

Contract No. 14-003



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 27th day of January, 2014 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Public Financial Management, Inc., 1200 Fifth Avenue, Suite 1220, Seattle, WA 98101 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide financial advisory and consulting services to the City.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work.
 - (ii) Exhibit B: Compensation
- c) This Agreement consists of this Agreement, the above referenced Exhibits and any other documents listed below. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) Exhibit A: Scope of Work
 - (ii) Exhibit B: Compensation

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

Contract No. 14-003

- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2015.

4) PAYMENT

- a) The City shall pay the Consultant, for services rendered under this Agreement, based on the fee schedule described in Exhibit B: Compensation. Payment as identified in Exhibit B shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement except as identified in Exhibit "B" or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.ini.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

Contract No. 14-003

contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or intentionally wrongful acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

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

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential. Notwithstanding the foregoing, Consultant may disclose such information if required to do so by law or regulatory or judicial process.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

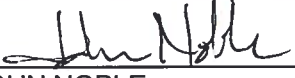
22) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

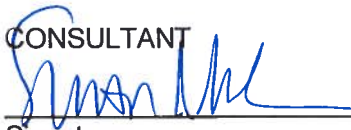
Contract No. 14-003

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

CITY OF RICHLAND, WASHINGTON


JOHN NOBLE
Purchasing Manager

CONSULTANT


Signature

Susan Musselman, Director
Printed Name & Title

ATTEST:

APPROVED AS TO FORM:


HEATHER D. KINTZLEY
City Attorney

1200 Fifth Ave, Ste 1220, Seattle 98101
Address

Phone: (360) 445-0238

Email: musselmans@pFm.com

Fax: (206) 264-9699

EXHIBIT A: Detailed Scope of Work

SCOPE OF SERVICES

The Advisor will provide financial advisory and consulting services to the City, specifically:

- Assist the City in developing a financing strategy and bond structure that best meets the City's needs. Review and advise the City relative to any financing proposals provided by other parties.
- Develop a work plan and time schedule for any financing.
- Meet with the City Council (the "Council") or other representatives of the City, as requested, to provide information and discuss recommendations, as appropriate.
- Advise the City on method of sale for any financing, or use of bank placement.
- Evaluate and make a recommendation on the number of ratings and rating agenc(ies) to use. Present the bond issue to the bond rating agency and bond insurers, if advisable, and work with the agencies to secure the best possible results.
- Provide guidance to the City in matters relating to the terms to be negotiated with providers of other services relative to the financing.
- Coordinate with bond counsel in regard to legal documentation for any financing and provide review and input as appropriate.
- Review (or upon request, prepare) Preliminary Official Statements and final Official Statements prepared on behalf of the City for use in marketing any bonds and meeting regulatory requirements.
- Assist the City in selecting an underwriter for a negotiated sale of bonds. Review and oversee the Underwriter's bond marketing plan, review the interest rates, reoffering yields, Underwriter's compensation and other terms and conditions of the sale, and advise the City on the reasonableness of the Underwriter's purchase proposal.
- For any competitive sale of bonds, prepare official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services and official statement distribution, and perform additional steps necessary and customary for competitive bond sales.
- Coordinate parties to the closing, and ensure wire instructions and transfer amounts are confirmed.
- Provide additional services directly related to the successful completion of financing.

EXHIBIT B: Compensation**COMPENSATION**

Financing Services. We propose the following schedule of compensation for financing services, based on a rate per \$1,000 of financing, for each separate bond issue:

For financing up to \$20 million:	\$1.50 per \$1,000, with a \$15,000 minimum
For financing up to \$75 million:	\$30,000 plus \$0.75 per \$1,000 over \$20 million
For financing over \$75 million:	\$75,000 plus \$0.25 per \$1,000 over \$75 million

For multiple financings completed under a common financing plan, we may negotiate a reduced fee, depending on the amount of time between financings.

Other Services. The Advisor will coordinate and prepare bond official statements, with compensation based on an additional fee which will depend on the estimated time involved in preparation of the official statement. This cost is estimated at approximately \$5,000 to \$6,500, depending on complexity of the transaction. Although Advisor may prepare official statements, the City is primarily responsible for the providing accurate and complete information for inclusion in the official statement, and will be responsible for reviewing the official statement.

Expenses. In addition to financial advisory fees, the City will reimburse the firm for costs of travel as identified in Section 4) d) and completed at the request of the City, as well as telephone, postage, and similar direct charges. Additionally, the City will be responsible for payment of costs of any third-party services requested on behalf of the City (i.e. bond ratings, official statement printing, electronic dissemination of official statements, bond counsel, trustee and CPA verification).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005	CONTACT NAME: Theresa Brancato	
	PHONE (A/C, No, Ext): 212-504-5949 FAX (A/C, No): 212-509-1292 E-MAIL ADDRESS: theresa.brancato@crystalco.com	
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance Company	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 450131840 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y		35363950	11/30/2013	11/30/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$INCLUDED \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			73248555	11/30/2013	11/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79774080	11/30/2013	11/30/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		71739979	1/1/2014	1/1/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is hereby understood and agreed that the City of Richland is included as an Additional Insureds with respect to General Liability coverage only.

This insurance shall be primary and non-contributory.

Evidence of coverage only:
See Attached...

CERTIFICATE HOLDER City of Richland 505 Swift Boulevard Richland WA 99352	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Crystal & Company</i>
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Frank Crystal & Co., Inc.		NAMED INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Non-Owned & Hired Automobile
- Workers Compensation

Liability Insurance Endorsement

Policy Period NOVEMBER 30, 2013 TO NOVEMBER 30, 2014
Effective Date JANUARY 23, 2014
Policy Number 3536-39-50 DTO
Insured PUBLIC FINANCIAL MANAGEMENT, INC
Name of Company GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:
GENERAL LIABILITY

Who Is An Insured Scheduled Person or Organization

Under Who Is An Insured, the following provision is added:

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or written agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such written contract or written agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a written contract or written agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such written contract or written agreement.
 - damages arising out of their sole negligence.
-

Scheduled Person or Organization

City of Richland
505 Swift Boulevard
Richland WA 99352

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005	CONTACT NAME: Ryan Farnsworth	
	PHONE (A/C, No, Ext): 212-504-1814	FAX (A/C, No): 212-509-1292
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103	E-MAIL ADDRESS: ryan.farnsworth@crystalco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Indian Harbor Insurance Company	
	INSURER B: Continental Casualty Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 786764672

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB		☐ OCCUR				EACH OCCURRENCE
	EXCESS LIAB		☐ CLAIMS-MADE				AGGREGATE
	☐ DED ☐ RETENTION \$						
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	Professional Liability			ELU13226513 596398650	11/30/2013 11/30/2013	11/30/2014 11/30/2014	Limit of Liability \$15,000,000 each claim/aggregate all claims.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION**City of Richland
505 Swift Boulevard
Richland WA 99352

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Crystal & Company

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005		CONTACT NAME: Theresa Brancato PHONE (A/C, No. Ext.): 212-504-5949 FAX (A/C, No.): 212-509-1292 E-MAIL ADDRESS: theresa.brancato@crystalco.com		
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Great Northern Insurance Company		20303
		INSURER B : Federal Insurance Company		20281
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES **CERTIFICATE NUMBER:** 986418560 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y	Y	35363950	11/30/2014	11/30/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMPI/OP AGG</td><td>\$INCLUDED</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMPI/OP AGG	\$INCLUDED		\$
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																				
MED EXP (Any one person)	\$10,000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMPI/OP AGG	\$INCLUDED																				
	\$																				
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			73248555	11/30/2014	11/30/2015	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79774080	11/30/2014	11/30/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$								
EACH OCCURRENCE	\$10,000,000																				
AGGREGATE	\$10,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71739979	1/1/2015	1/1/2016	<table border="1"><tr><td>☒ WC STATUTORY LIMITS ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ WC STATUTORY LIMITS ☐ OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
☒ WC STATUTORY LIMITS ☐ OTHER																					
E.L. EACH ACCIDENT	\$1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is hereby understood and agreed that the City of Richland is included as an Additional Insureds with respect to General Liability coverage only.

This insurance shall be primary and non-contributory.

Evidence of coverage only:
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Richland
505 Swift Boulevard
Richland WA 99352

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Crystal & Company

© 1988-2010 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Frank Crystal & Co., Inc.		NAMED INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Non-Owned & Hired Automobile
- Workers Compensation

Liability Insurance Endorsement

Policy Period NOVEMBER 30, 2014 TO NOVEMBER 30, 2015
Effective Date NOVEMBER 30, 2014
Policy Number 3536-39-50 DTO
Insured PUBLIC FINANCIAL MANAGEMENT, INC
Name of Company GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:
GENERAL LIABILITY

Who Is An Insured Scheduled Person or Organization

Under Who Is An Insured, the following provision is added:

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or written agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such written contract or written agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a written contract or written agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such written contract or written agreement.
 - damages arising out of their sole negligence.
-

Scheduled Person or Organization

City of Richland
505 Swift Boulevard
Richland, WA 99352

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005	CONTACT NAME: Ryan Farnsworth	
	PHONE (A/C, No, Ext): 212-504-1814 FAX (A/C, No): 212-509-1292	
	E-MAIL ADDRESS: ryan.farnsworth@crystalco.com	
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Indian Harbor Insurance Company	36940
	INSURER B: Continental Casualty Company	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 10282240

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability			ELU13695014 596398650	11/30/2014 11/30/2014	11/30/2015 11/30/2015	Limit of Liability \$15,000,000 each claim/aggregate all claims

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

City of Richland
505 Swift Boulevard
Richland WA 99352

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Crystal & Company

© 1988-2010 ACORD CORPORATION. All rights reserved.



**CITY OF RICHLAND
AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT INC.
CONTRACT No.14-003**

MODIFICATION # 1

I. RECITALS

This is a modification to the professional services agreement related to financial advisory and consulting services between the contracting parties, the City of Richland, Washington (hereinafter "City") and Public Financial Management, Inc., (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract # 14-003 executed by the City on January 27, 2014.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Consultant shall provide services described in the attached Exhibit A and are made part of this Agreement. Fees for the services shall be as shown in Exhibit A.
2. Contract period shall remain the same.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

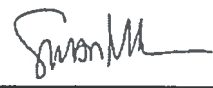
III. SIGNATURES

CITY:

By: 
Cathy Robinson, Purchasing Manager

Date: 9/26/14

PUBLIC FINANCIAL MANAGEMENT:

By: 
Susan Musselman, Director

Date: 9/22/14

APPROVED AS TO FORM:

By: 
Heather D. Kintzley, City Attorney



1200 Fifth Avenue
Suite 1220
Seattle, WA 98101

Susan Musselman
musselmans@pfm.com
360-445-0238

September 15, 2014

Cathleen Koch
Administrative Services Director
City of Richland
505 Swift Boulevard
Richland, WA 99352

Re: Public Facilities District Project

Dear Ms. Koch,

We are pleased to have the opportunity to extend our financial advisory relationship with the City of Richland (the "City"). Pursuant to contractual requirements, we submit this letter as a Supplement to Contract No. 14-003 to set forth the nature of the scope and compensation for the Public Facilities District Project.

Scope of Services

- Review the plan of finance as proposed by the Richland Public Facilities District (the "District" or "PFD") and its representatives;
- Provide an assessment as to the risks and reasonableness of the proposed plan of finance;
- Evaluate the effect of the proposed plan of finance on the City, commenting on the various risks and costs to the City;
- Serve as the City's representative and provide guidance in any negotiations relating to the proposed plan of finance;
- Should the District and City reach an agreement to move forward with a debt transaction, serve as the City's representative; and
- Any other advisory services that the City may deem necessary as part of its review of the proposed PFD plan of finance.

Compensation

We propose compensation at the hourly schedule set forth below. The maximum compensation will not exceed \$15,000 plus expenses.

Position/Title	Hourly Rate
Director/Managing Director	\$295
Senior Managing Consultant	275
Analyst	195
Associate	175



Expenses

In addition to financial advisory fees, the City will reimburse the firm for costs of travel as identified in Section 4) d) of Contract No. 14-003 and completed at the request of the City, as well as telephone, postage, and similar direct charges. Additionally, the City will be responsible for payment of costs of its own third-party services.

Special Projects

For special projects or assignments not covered under the scope of services herein, the Advisor will work with the City to define a scope of services, and negotiate a fixed fee or hourly compensation for services based on the hourly rates below.

<u>Position/Title</u>	<u>Hourly Rate</u>
Director/Managing Director	\$295
Senior Managing Consultant	275
Analyst	195
Associate	175

We invite you to provide any changes, comments or input on the above scope of services and deliverables. We are prepared to begin services immediately, upon execution of this Supplement to Contract No. 14-003.

Sincerely,

Public Financial Management

A handwritten signature in black ink, appearing to read 'Susan Musselman'.

Susan Musselman
Director

Acceptance: City of Richland

By: _____

Date: _____

Cathleen Koch
Administrative Services Director



**CITY OF RICHLAND
AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT INC.
CONTRACT NO. 14-003**

MODIFICATION NO. 2

I. RECITALS

This is a modification to the professional services agreement related to financial advisory and consulting services between the contracting parties, the City of Richland, Washington (hereinafter "City") and Public Financial Management, Inc. (hereinafter the "Consultant").

There is now in full force and effect between the parties an Agreement, City Contract No.14-003 executed by the City on January 27, 2014.

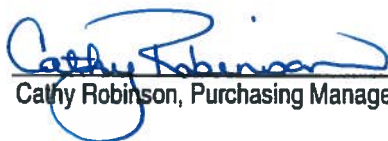
The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Consultant shall provide services described in the attached Exhibit A and are made part of this Agreement. Fees for the services shall be as shown in Exhibit A.
2. Contract period shall remain the same.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

CITY:

By: 
Cathy Robinson, Purchasing Manager

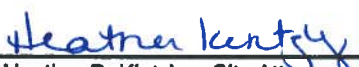
Date: 9/26/14

PUBLIC FINANCIAL MANAGEMENT:

By: 
Susan Musselman, Director

Date: 9/23/14

APPROVED AS TO FORM

By: 
Heather D. Kintzley, City Attorney



1200 Fifth Avenue
Suite 1220
Seattle, WA 98101

Susan Musselman
musselmans@pfm.com
360-445-0238

September 22, 2014

Cathleen Koch
Administrative Services Director
City of Richland
505 Swift Boulevard
Richland, WA 99352

Re: City Electric Utility Review Project

Dear Ms. Koch,

We are pleased to have the opportunity to extend our financial advisory relationship with the City of Richland (the "City"). Pursuant to contractual requirements, we submit this letter as a Supplement to Contract No. 14-003 to set forth the nature of the scope and compensation for the Electric Utility Review Project.

Scope of Services

- Prepare an overview of the City's outstanding Electric System Revenue Bonds, including assessment of credit, policies and practices in relation to best practices, rate-setting and capital planning processes, and bond issuance history;
- Provide a presentation to the Utility Advisory Commission outlining the results of this assessment and an overview of the tax-exempt bond market; and
- Any other services as requested by the City under Contract No. 14-003.

Compensation

We propose compensation based on the hourly schedule set forth below, and maximum compensation shall not exceed \$10,000.

<u>Position/Title</u>	<u>Hourly Rate</u>
Director/Managing Director	\$295
Senior Managing Consultant	275
Analyst	195
Associate	175

Expenses

In addition to financial advisory fees, the City will reimburse the firm for costs of travel as identified in Section 4) d) of Contract No. 14-003 and completed at the request of the City, as well as telephone, postage, and similar direct charges. Additionally, the City will be responsible for payment of costs of any of the City's third-party services.



City of Richland
September 22, 2014
Page 2 of 2

We invite you to provide any changes, comments or input on the above scope of services and deliverables. We are prepared to begin services immediately, upon execution of this Supplement to Contract No. 14-003.

Sincerely,

Public Financial Management

A handwritten signature in black ink, appearing to read "Susan Musselman", is written over a light blue horizontal line.

Susan Musselman
Director



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 88-15, Authorizing a Professional Service Agreement with Architects West for Swift Corridor: City Hall Predesign Services

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

88-15

Document Type:

Resolution

Recommended Motion:

Authorize the City Manager to sign and execute an agreement with Architects West in the amount of \$51,000 for architectural and design services for the Swift Corridor: City Hall Predesign project.

Summary:

The Swift Corridor Project is a major element of the City's Strategic Leadership and Capital Improvement Plans and consists of a number of public and private projects along Swift Boulevard between Long Avenue and the Columbia River.

On April 7, 2015, City Council authorized the City Manager to sign and execute a memorandum of understanding (MOU) with Columbia Basin College for joint campus planning. CBC is moving forward on a project to construct a new building and associated parking on recently-acquired federal property on Northgate Drive. A design consultant representing the City will engage Columbia Basin College's design team to develop a site master plan that is advantageous to each party as identified in the MOU, to include a location for a future Richland City Hall.

The City's Capital Improvement Plan (CIP) identifies 2015 as a design year to develop a site and general building plan and budget estimate for inclusion in the 2016 CIP. Detailed design plans and selection of a design build team will occur in 2016 and physical construction of a project is anticipated to begin in 2017.

Fiscal Impact:

The agreement for professional services is for an amount not to exceed \$51,000, plus reimbursement of actual cost of incidental and per diem travel costs. Funding is available in the Swift Corridor CIP project.

Attachments:

1. 1) Resolution No. 88-15
2. 2) Professional Services Agreement
3. 3) Scope of Work

RESOLUTION NO. 88-15

A RESOLUTION of the City of Richland authorizing an agreement with Architects West for architectural services for the Swift Corridor: City Hall Predesign project in the amount of \$51,000.

WHEREAS, the Swift Corridor Project is a major element of the City's Strategic Leadership and Capital Improvement Plans; and

WHEREAS, the Swift Corridor Project consists of a number of public and private projects along Swift Boulevard between Long Avenue and the Columbia River; and

WHEREAS, on April 7, 2015 the City Council authorized the City Manager to sign and execute a memorandum of understanding (MOU) with Columbia Basin College for joint campus planning; and

WHEREAS, Columbia Basin College is moving forward on a project to construct a new building and associated parking on recently acquired federal property on Northgate Drive; and

WHEREAS, a design consultant representing the City will engage Columbia Basin College's design team to develop a site master plan that is advantageous to each party as identified in the MOU; and

WHEREAS, the City's Capital Improvement Plan identifies 2015 as a design year with physical construction of a project beginning in 2017; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Architects West in the amount of \$51,000 for architectural services for the Swift Corridor: City Hall Predesign project.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of _____, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Architects West, Inc., 210 East Lakeside Avenue, Coeur d'Alene, Idaho (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide pre-design, programming, master planning and cost estimating services for the proposed new City of Richland City Hall and the existing City Shops Complex.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Services Proposal dated April 13, 2015.
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Services Proposal
 - (iii) City Richland RFQ 15-0038
 - (iv) Exhibit B: RFQ 15-0038 proposal response submitted by Architects West, Inc, dated March 24, 2015.

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation. Anticipated meetings (seven) have been identified in the Project Schedule submitted with Exhibit B: RFQ 15-0038 proposal response.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work associated with City Hall site design, City Hall programming, City Hall cost estimate, Shops programming, and Shops development concept (as required for City Hall development), and the feasibility of the 1100 Jadwin Building as further described in Exhibit A of this Agreement by June 5, 2015 and all other remaining scope of work including the development master plan in and around City Hall and the master plan for the City Shops facility by August 7, 2015.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed Fifty One Thousand dollars (\$51,000.00) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the

work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.ini.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from specific 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.

14) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

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

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

(Signature page to follow)

Contract No. _____

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. JOHNSON, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name & Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

Contract No. _____

EXHIBIT A: Detailed Scope of Work



April 14, 2015

City of Richland
Attn: Joe Schiessl
505 Swift Ave.
Richland, WA 99352

Re: Architectural Scope of Services Proposal
City Hall Pre-design and Master Plan

Joe,

Thank you again for providing us the opportunity to work with you on the proposed City Hall project.

This opening phase of the project is of critical importance in establishing a vision and course to make the new facility a reality. The City of Richland will greatly benefit through the consolidation of services into a single primary location, and streamlining organization and public access for maximum efficiency. Replacing aging facilities that were not originally built for their current uses or to current standards will lower operational costs, improve employee health and productivity, and provide a better experience for the public you serve.

The master plan offers the opportunity to enhance the natural Swift Blvd corridor and create a safer, more usable vehicular and pedestrian interaction. There are numerous activity centers and public attractions within a two-block radius of the proposed site, creating the opportunity to enhance a vibrant city core.

Per the requirements of the Request for Qualifications (RFQ No. 15-0038) and subsequent discussions, the following scope of services is proposed:

Project Description:

Based on a review of the existing facilities and the information conveyed through previous planning studies, the project involves the following principal components:

1100 Jadwin Building

- Review the previous assessments of the building systems and structure.
- Review parking requirements and potential for additional capacity to meet the specific needs of the City Hall.
- Briefly assess the financial and practical feasibility of utilizing the building for City Hall functions.

It is understood that the building has been the subject of speculation for its potential use for city offices. The City of Richland owns the land on which the building is located, but does not own the structure(s). Any use of the structure would be contingent on purchase.

2700 Duportail, Building 100 – City Shops Complex

- Assess the potential rearrangement of city management and labor personnel within the confines of the existing building. The personnel in question would primarily include those already housed in the facility.
- Review repurposing of spaces vacated by the relocation of HR department to the new City Hall.

- Review and assess rearrangement of department management to consolidate uses. Determine potential for interior rework of spaces/systems to improve working conditions and efficiency.
- Examine alternatives for potential relocation of other city services to the Shops Complex to maximize utilization, and minimize new construction needs, without sacrificing convenience.
- Master planning of the city owned property at the Shops Complex for future growth of city support services.

"703" Building – Development Services Center

- Assess existing services offered in the "one-stop shop" for efficiency and adjacencies.
- Program spaces for services currently housed in this facility into the new City Hall.
- Review ideal arrangement of services for continued one-stop convenience and ease of flow for public access.

Existing City Hall

- Review services and spaces within the existing City Hall structure for overall program and adjacencies.
- The existing facility appears to be inadequate in any number of areas regarding public safety and access, and is consequently underutilized. The intent conveyed is to demolish the existing structure and annex for future development of a commercial/retail complex.

Existing City Hall Annex

- Review services and spaces within the existing City Hall Annex structure for overall program and adjacencies.
- The existing facility houses administrative and economic development services, which will be relocated to the new City Hall. The existing structure is to be demolished with the existing City Hall as part of the long-term master plan development.

Proposed New City Hall

- Develop program spaces, adjacencies and concept for the proposed structure.
- Review building and planning requirements for the facility type and scale to establish code parameters.
- Create a conceptual level cost estimate for the proposed structure.
- Develop master plan for overall development of the proposed site and adjacent uses.

Development Master Plan

The site development master plan is one of the key aspects to the service. The new City Hall development will allow the opportunity to create critical connections and enhance multiple downtown corridors. The primary components include:

- New City Hall
- Repurposing of the existing City Hall site
- Connection/interaction with future Columbia Basin College facility
- Connection/interaction with future replacement of Fire Station #73
- Approach to shared parking and circulation with the existing federal building
- Swift Blvd Corridor:
 - A. Connection to the existing Public Library
 - B. Future connection to Howard Amon Park (potentially through the existing fire station site)
 - C. Retail/Commercial utilization of existing City Hall site as an integral component of the corridor.
 - D. Future siting of Columbia Basin College building and replacement Fire Station 73.
 - E. Connection to John Dam Plaza and The Parkway

Process for Project Development

The process for project development will follow the schedule and deliverables established in the submitted Statement of Qualifications. The service involves the following primary components:

- Meet with Richland project team to develop a list of goals and objectives.
- Create an overall vision for the development, identifying design objectives and sustainability goals
- Through interaction with city staff and department directors, review and create an updated building space program for both the proposed City Hall and existing City Shops Building 100.
- Right-sizing exercise: Review requirements, looking for efficiencies and overlap. Create streamlined overall program to serve as the basis for new development.
- Evaluate existing spaces within City Shops Building 100 for reorganization.
- Review building and planning codes/ordinances for opportunities and constraints.
- Create concept-level floor plans for new City Hall and reorganized City Shops Building 100. Develop concept-level exterior elevations/models of new City Hall.
- Develop site master plan for the new City Hall block. This will take into account the above-mentioned connections, as well as automobile and pedestrian traffic. It is understood that the master plan process will also involve participation by and interaction with Columbia Basin College's design team.
- Develop master plan of city owned property at the City Shops Complex.
- Create order-of-magnitude cost estimates for estimating purposes.

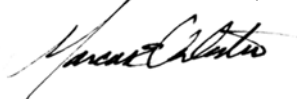
Fee:

Architects West proposes to provide the services described above for the lump sum fee of \$51,000 plus reimbursable expenses as described herein. Reimbursable Expenses include actual expenditures made by the Architect in the direct interest of the Project. These include printing and reprographics, mileage, meals and lodging (if required).

If the scope and fee presented meets with your approval, please forward the preferred form of agreement for review and signature. Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Sincerely,

ARCHITECTS WEST, INC.



Marcus E. Valentine, AIA
Principal

ARCHITECTS WEST, INC
HOURLY RATE SCHEDULE
OCTOBER 1, 2013

Principal I	\$140.00
Senior Architect	\$125.00
Architect I	\$115.00
Architect II	\$90.00
Architect III	\$85.00
Architect Intern	\$80.00
Senior Landscape Architect I	\$115.00
Senior Landscape Architect II	\$100.00
Landscape Architect I	\$85.00
Landscape Architect II	\$70.00
Intern Landscape Architect	\$60.00
Draftsperson I	\$95.00
Draftsperson II	\$80.00
Draftsperson III	\$65.00
Draftsperson IV	\$50.00
Administrative I	\$65.00
Administrative II	\$45.00
WEB/Graphics/Drafting	\$75.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from March 30, 2015 - April 10, 2015 for \$5,326,101.56 including Check Nos. 221515-222064, Wire Nos. 5867-5877, Payroll Check Nos. 99939-99949, and Payroll Wire/ACH Nos. 8932-8952

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from March 30, 2015, to April 10, 2015 in the amount of \$5,326,101.56.

Summary:

Breakdown of Expenditures:

Check Nos.	221515-222064	2,492,922.82
Wire Nos.	5867-5877	744,679.20
Payroll Check Nos.	99939-99949	23,038.48
Payroll Wires/ACH	8932-8952	2,065,461.06
TOTAL		\$5,326,101.56

Fiscal Impact:

Yes

Total Disbursements: \$5,326,101.56.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 30, 2015 - APRIL 10, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5867 to 5877		
Conover	Section 125	3,147.42
Department of Licensing	Firearms Online Pmt for Concealed Licenses	378.00
HRA VEBA TPA (Meridian Health)	IAFF VEBA	1,500.00
PowerPay	Landfill Merchant Service Fees	809.05
Richland Golf Management Corporation	Col. Pt. Operating Reimb 3/15	162,079.37
US Bank Trust (Bank of New York)	Principal/Interest Bonds	347,485.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	229,280.36
	Total Claim Wire Transfers	\$ 744,679.20
Payroll Wires & Direct Deposits (ACH) - Wire No. 8932 to 8952		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,065,461.06
Total Claim & Payroll Wires/ACH		\$ 2,810,140.26

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		GENERAL FUND			
Division:	000	UNASSIGNED			
CITY OF RICHLAND		ANIMAL LICENSE	221557	CORTEZ ANIMAL LICENSES	\$260.00
RECWARE REFUND		032715	221856	REFUND-UNABLE TO TAKE CLASS	\$6.00
		032815	221811	REFUND COURSE FEE	\$27.25
		033015	221797	REFUND-LOW ENROLLMENT	\$20.00
				REFUND	\$24.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
			221814	REFUND	\$24.00
				REFUND-LOW ENROLLMENT	\$20.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
			221851	REFUND	\$24.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-LOW ENROLLMENT	\$20.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
			221866	REFUND-LOW ENROLLMENT	\$20.00
				REFUND	\$24.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
			221871	REFUND-LOW ENROLLMENT	\$20.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
				REFUND	\$24.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
			221878	REFUND	\$24.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
				REFUND-LOW ENROLLMENT	\$20.00
			221882	REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-LOW ENROLLMENT	\$20.00
				REFUND	\$24.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
			221883	REFUND-GRANT PROGRAM ELIGIBLE	\$20.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND	\$24.00
				REFUND-LOW ENROLLMENT	\$20.00
			221915	REFUND-LOW ENROLLMENT	\$20.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$5.00
				REFUND-GRANT PROGRAM ELIGIBLE	\$20.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECWARE REFUND		033015	221915	REFUND	\$24.00
		033115	221898	REFUND DAMAGE DEPOSIT	\$200.00
		040115	221912	REFUND-CANCELED RESERVATION	\$139.00
REEFER MANAGEMENT		2914 BL REFUND	221635	REFUND BUSINESS LICENSE	\$40.00
UNASSIGNED TOTAL ****					\$1,293.25
Division:	001	CITY COUNCIL			
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$28.86
CITY COUNCIL TOTAL ****					\$28.86
Division:	100	CITY MANAGER			
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$77.96
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$49.86
CITY MANAGER TOTAL ****					\$127.82
Division:	101	CITY CLERK			
CODE PUBLISHING INC		49234	221561	ORD 04-06/08-11 UPDATES	\$410.95
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$7.21
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$62.43
TRI CITY HERALD	S016237	15-8256	221936	MTG NOTICE 021715 - CITY COUNC	\$37.64
	S016237	15-8291		PH NOTICE 021715 - COM DEV	\$54.75
	S016237	15-8292		PH NOTICE 021715 - ES	\$47.91
	S016237	15-8319		PH NOTICE 0303115 - COM DEV	\$47.91
	S016237	15-8369		PH NOTICE 030115 - CD	\$44.49
	S016237	15-8373		PH NOTICE 030115 - CD	\$32.51
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$32.40
CITY CLERK TOTAL ****					\$778.20
Division:	102	CITY ATTORNEY			
BELL BROWN & RIO PLLC		625	221804	PROSECUTION SRVCS-APRIL	\$21,205.40
ETTER MCMAHON LAMBERSON VANWERT&ORESKOVICH PS		1/FEB 2015	221837	PRA AUDIT SERVICES-FEB	\$1,982.20
KENYON DISEND PLLC		182663	221607	WCF MODEL CODE	\$415.95
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$7.21
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$71.52
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$51.57
CITY ATTORNEY TOTAL ****					\$23,733.85
Division:	110	ASSISTANT CITY MANAGER			
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$7.21
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$33.77
ASSISTANT CITY MANAGER TOTAL ****					\$40.98
Division:	111	COMMUNICATIONS & MARKETING			
PITNEY BOWES INC		1278325-MR15	221775	1ST QTR 2015 PB SORTER/POSTAGE	\$8,702.13
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$0.96



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$0.26
				PHONE CHARGES 3/23-4/22/15	\$24.93
				PHONE CHARGES 3/23-4/22/15	\$12.58
COMMUNICATIONS & MARKETING TOTAL ****					\$8,740.86
Division:	112	CABLE COMMUNICATIONS			
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$5.13
UNITED PARCEL SERVICE	S016272	000986641145	221940	GROUND PKG TO DLSRPROS.COM FOR	\$5.74
	S016272			WEIGHT CORRECTION FOR PKG TO	\$1.62
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$13.76
CABLE COMMUNICATIONS TOTAL ****					\$26.25
Division:	113	HANFORD COMMUNITIES			
LOCKHEED MARTIN SERVICES INC	S016129	21582693	221872	HAFORD COMMUNITIES PFP VIDEO	\$12,600.00
LUNDGREN, REGINA E		RCH-SB-393	221873	SPEAKERS BUREAU-MARCH	\$400.00
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$3.61
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$3.07
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$8.87
HANFORD COMMUNITIES TOTAL ****					\$13,015.55
Division:	120	FIRE			
BATES TECHNICAL COLLEGE		66054	221538	IOS COURSE-LEONARD	\$248.82
		66055		ISO COURSE-SABIN	\$248.82
BENTON COUNTY FIRE DIST 1		HZM2014-19	221543	2015 HAZMAT TEAM ASSESSMENT	\$5,250.00
		SWG2013-18		2015 SEWAG ASSESSMENT	\$5,593.89
BENTON RURAL ELECTRIC ASSOCIATION		2/15-74170526	221545	COLLINS RD RADIO TOWER ELECTRI	\$87.96
CASCADE FIRE EQUIPMENT CORP DBA	P055039	114268	221976	ADJUST FOR TAX	(\$0.01)
	P055039			SHIPPING	\$204.39
	P055039			FULL BRIM	\$596.76
CITY OF RICHLAND		15-094 GOULD	221980	NFA COURSE/EMMITSBURG/GOULD	\$167.32
		15-095 ZUKOWSKI	221819	NFA COURSE/EMMITSBURG/ZUKOWSKI	\$167.32
GOULD, ZACH		15-094	222003	NFA COURSE/BAGGAGE/CAR/GOULD	\$98.90
LAKELAND INC DBA		15-10345	221608	INSPECT/REPAIR BUNKER GEAR	\$110.31
LN CURTIS & SONS	P054834	2121392-00	222019	GLOBE GXTREME COAT, MILLENIA X	\$4,648.08
	P054834	2121392-01		GLOBE GXCEL PANT, MILLENIA XTL	\$3,292.75
	P054834	2121395-00		#860020107, LIQUID DISPENSER	\$281.43
PARADISE BOTTLED WATER CO		2/15- FIRE ST 72	221628	BOTTLED WATER	\$60.97
		2/15-FIRE ST 71		BOTTLED WATER	\$111.29
		2/15-FIRE ST 73		BOTTLED WATER	\$47.24
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$19.84
SEA WESTERN INC	P054852	182081	221782	#10046484, MSA 2ND STAGE HOSE	\$358.16
	P054852			MSA ICM TX TOP CASE REPLACEMEN	\$282.90
	P054852			#10102838, MSA FEMALE BUCKLE A	\$95.79



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEA WESTERN INC	P054852	182081	221782	SHIPPING	\$29.42
	P054852			MSA ICM TX LOWER CASE REPLACEM	\$415.40
UNITED PARCEL SERVICE	S016258	000986641135	221940	WEIGHT CORRECTION FOR PKG TO	\$0.12
XEROX CORPORATION	P055056	077647697	221673	ST 71 WC3325 MAINT (1/1-6/31/1	\$52.13
	P055056	077799928		(OLD) OFFICE 71 DEC LEASE/PRIN	\$180.55
	P055056	078098881		OFFICE W7845 JAN LEASE/PRINT F	\$347.38
	P055056	078251686		(OLD) OFFICE 71 JAN LEASE FEE	\$147.51
	P055056	078512734		(OLD) OFFICE 71 NOV PRINT CRED	(\$44.05)
	P055056	078512735		(OLD) OFFICE 71 DEC PRINT CRED	(\$33.35)
	P055056	078512736		(OLD) OFFICE 71 NOV COPY FEE	\$5.10
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$183.12
FIRE TOTAL ****					\$23,256.26
Division:	130	POLICE			
101 CLEANERS		3/15-9427360	221956	UNIFORM LAUNDRY SRVCS-MARCH	\$345.60
ALPHA PARTS & SUPPLY INC DBA	P054657	14378	221525	SHIPPING	\$16.83
	P054657			WINTER JUMPSUIT #JMP93 DARK NA	\$456.12
AMERICAN MESSAGING SERVICES LLC		W4100724PD	221961	PAGER RENTAL-APRIL 2015	\$52.05
BLUMENTHAL UNIFORM CO	P055009	115961-81	221970	#5379 HASHMARK/LAPD/SILVER	\$108.60
	P055009	124326		#74273-162 PANT MENS KHAKI TAC	\$108.58
	P055009			#8131-1-04 SHIRT POLO SS BI/CO	\$44.47
	P055009			SHIPPING	\$13.58
	P055009			ADJUST FOR TAX	(\$0.01)
CAR WASH PARTNERS INC DBA		35000034-030315	221812	RPD VEHICLE WASHES-FEB 2015	\$14.74
CASCADE NATURAL GAS CORP		3/15-75997100005	221552	NAT GAS 871 GWWAY 2/18-3/18	\$1,208.56
CHARTER COMMUNICATIONS		3/15-180070309703	221817	RPD INTERNET SRVCS 3/29-4/28	\$60.37
CITY OF RICHLAND		15-012 SMITH	221980	PURSUIT TRNG/MT VERNON/SMITH	\$176.93
		15-032 JANSEN		HOMICIDE TRNG/BELLEVUE/JANSEN	\$514.94
		15-033 LUNDQUIST		HOMICIDE TRG/BELLEVUE/LUNDQUIS	\$514.94
		15-115 VERSTEEG		HOMICIDE TRG/BELLEVUE/VERSTEEG	\$514.94
		15-132 NELSON		BREACHING WS/KENT/NELSON	\$192.05
COFFEY REFRIGERATION	S016152	68148	221823	REPLACE THERMAL EXPANSION VALV	\$997.79
CONTROLLED FORCE INC		7076	221830	LVL 1&2 INSTRUCTOR RE-CERT	\$570.00
DAY MANAGEMENT CORPORATION DBA		381050	221989	RADAR CALIBRATION	\$90.89
		381931		4 EARPIECES	\$181.58
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$62.86
JANSEN, DAMON		15-032	222009	HOMICIDE TRNG/MEALS/JANSEN	\$57.03
LARSEN GUNSMITHING & FIREARMS	P054865	8216	221609	6520-364-132 MODEL 6520 SLS ED	\$234.58
	P055033	8227	221759	#22600 DANNER ACADIA BOOTS SIZ	\$255.21
	P055047	8228		X300U-A-BK WEAPON LIGHT BLACK	\$933.96
	P055047			7317-18772 COVERED DOUBLE HAND	\$390.96
	P055047			G2X-BK FLASHLIGHT BLACK	\$269.33



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LARSEN GUNSMITHING & FIREARMS	P055047	8228	221759	V70-BK FLASHLIGHT HOLSTER BLAC	\$91.22
	P055047			BELT KEEPER 7406-15635 BLACK	\$108.60
	P055047			REPLACEMENT BELT BUCKLE 90060	\$24.44
	P055047	8241		#7200 LARGE ACCUMOLD DUTY BELT	\$206.34
	P055011	8250	221869	#573-383-411 CUFF/MAGAZINE PAD	\$322.54
LUNDQUIST, ERIK		15-033	222020	HOMICIDE TRG/GAS-MEALS/LUNDQUS	\$92.66
MILESTONES ATHLETIC SUPPLY INC		82584	221881	MAT TAPE	\$29.32
MILLER, RYAN		031415	222029	MILLER-HEADLIGHT VEH 2409	\$18.56
NELSON, MATT		15-132	222030	BREACHING WS/FUEL/NELSON	\$38.63
NET TRANSCRIPTS INC		031315-106	222031	TRANSCRIPTION SRVCS-MAR	\$143.28
NORTH AMERICAN RESCUE LLC	P055048	IN176611	221891	FREIGHT ESTIMATE	\$20.00
	P055048			#30-0057 TOURNIQUET HOLDER -BL	\$389.70
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$317.96
				POSTAGE 2/1-2/28/15	\$41.68
RECALL SECURE DESTRUCTION SERVICES INC		4346021666	222043	SHREDDING SRVCS-MAR 2015	\$136.06
RIVER CITY TOWING INC		13931	222046	TOW CHARGE	\$48.87
		13932		TOW CHARGE	\$48.87
		13939		TOW CHARGE	\$48.87
SAN DIEGO POLICE EQUIPMENT CO	P054743	616556	221642	FED-AE223J FEDERAL .223 55GR F	\$5,572.81
TRANS UNION RISK & ALTERNATIVE DATA		3/15-204527	222056	RPD RECORDS SEARCH-MARCH	\$110.00
TREASURE VALLEY COFFEE CO		102749	221934	RPD COFFEE DELIVERY	\$115.90
UNITED PARCEL SERVICE	S016258	000986641135	221940	GROUND PKG TO REMOTE SERVICE D	\$7.08
	S016258			GROUND PKG TO RESOURCE ASSOC.	\$3.77
	S016258			WEIGHT CORRECTION FOR PKG TO	\$0.96
VER STEEG, CARMEN K		15-115	222060	TRNG/FUEL-MEALS/VER STEEG	\$92.21
VERIZON WIRELESS		9742562848	221943	DATA CHARGES 3/20-4/19	\$1,452.37
WA STATE CRIMINAL JUSTICE TRAINING		20114789	221944	BASIC LE ACADEMY-MORRELL	\$3,063.00
WASHINGTON STATE PATROL		00056793	221665	ACCESS USER FEE 1/1-3/31/15	\$534.00
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$306.47
				PHONE CHARGES 3/23-4/22/15	\$6.83
POLICE TOTAL ****					\$21,780.48
Division:	210	ADMINISTRATIVE SERVICES			
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$20.05
ADMINISTRATIVE SERVICES TOTAL ****					\$20.05
Division:	211	FINANCE			
BENJAMIN'S CARPET ONE		CG404748	221541	CARPET/LABOR FOR UTILITY DEPT	\$541.50
GARDA CL NORTHWEST INC		10091751	221847	ARMORED CAR SRVCS-MARCH 2015	\$409.09
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$794.89
				POSTAGE 2/1-2/28/15	\$28.80
				POSTAGE 2/1-2/28/15	\$3,250.96



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PROGRESSIVE BUSINESS PUBLICATIONS		06433976	221908	2015 SUBSCRIPTION/PAYROLL	\$253.00
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$133.05
				PHONE CHARGES 3/23-4/22/15	\$0.21
				PHONE CHARGES 3/23-4/22/15	\$63.59
FINANCE TOTAL ****					\$5,475.09
Division:	212	PURCHASING			
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$1.44
XEROX CORPORATION	S016120	078512733	221673	XEROX 7845 LEASE AND COPY CHAR	\$236.92
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$59.38
				PHONE CHARGES 3/23-4/22/15	\$43.68
PURCHASING TOTAL ****					\$341.42
Division:	213	INFORMATION TECHNOLOGY			
COMPUCOM SYSTEMS INC	P055059	62698124	221566	Microsoft EA Renewal 7387001	\$115,372.88
DELL COMPUTER CORPORATION	P055007	XJN6FD5W1	221569	Precisions Workstations T5810,	\$4,029.06
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P054949	92957609	221836	ARCGIS for Server Jumpstart-	\$11,400.00
	P055092	92958534		ESRI ANNUAL RENEWAL SMALL GOV	\$38,010.00
	P055092			ARCGIS DATA INTEROPERABILITY F	\$543.00
IMS ENGINEERED PRODUCTS	P054938	758299	221599	SIDE PANEL,BAFFLE PANELS, 116T	\$3,886.14
	P054938			FREIGHT	\$400.00
MID COLUMBIA ENGINEERING INC	P054872	ST007280	221619	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P054872	ST007302	221879	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
N HARRIS COMPUTER CORPORATION	P055105	MN00081326	221887	EOM SUBSCRIPTION	\$1,870.00
XEROX CORPORATION		078512724	221673	W7855 BASE CHRNG/PRINTS-FEB	\$99.71
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$250.64
INFORMATION TECHNOLOGY TOTAL ****					\$176,147.43
Division:	220	HUMAN RESOURCES			
CABOT DOW ASSOCIATES INC		C14-11/FEBRUARY	221550	C14-011 LABOR NEGOTIATIONS-FEB	\$2,102.65
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$8.72
TRI CITY HERALD	S016237	15-8362	221936	NOTICE OF PUBLIC HEARING 2015-	\$53.04
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$71.79
HUMAN RESOURCES TOTAL ****					\$2,236.20
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$7.21
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$2.86
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$20.29
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$30.36
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN097675	221793	XEROX 6605 MAINT 3/23-4/22	\$81.14



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON CLEAN AIR AUTHORITY		150401	221805	2ND QTR 2015 ASSESSMENT PYMT	\$14,282.34
MID COLUMBIA ENGINEERING INC	P054807	ST007281	221619	SHAUN SCHLUTER TEMPORARY INSPE	\$1,624.00
	P054807	ST007303	221879	SHAUN SCHLUTER TEMPORARY INSPE	\$1,624.00
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$14.88
				POSTAGE 2/1-2/28/15	\$28.10
TRI CITY HERALD	S016237	15-8286	221936	NOTICE OF APPLICATION & PUBLIC	\$85.55
	S016237	15-8287		DETERMINATION OF NON-SIGNIFICA	\$88.97
	S016237	15-8297		DETERMINATION OF NON-SIGNIFICA	\$94.10
	S016237	15-8299		NOTICE OF APPLICATIONS &	\$128.32
	S016237	15-8325		NOTICE OF PUBLIC HEARING LULU'	\$58.17
US BANK EQUIPMENT FINANCE INC		274252535	221660	XEROX 6604 PYMT 4/6-5/5/15	\$326.40
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$20.34
				PHONE CHARGES 3/23-4/22/15	\$112.26
DEVELOPMENT SERVICES TOTAL ****					\$18,568.57
Division:	302	REDEVELOPMENT			
ANDYET LLC DBA	P055003	1117	221530	DESIGN SERVICES FOR PHASE II	\$4,000.00
GIS PLANNING INC		10210	221849	SIZEUP LBI SOFTWARE(DOWNLOAD)	\$4,995.00
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$0.69
TRI CITY HERALD	S016237	15-8328	221936	NOTICE OF PUBLIC HEARING PROPO	\$53.04
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$20.00
				PHONE CHARGES 3/23-4/22/15	\$6.23
REDEVELOPMENT TOTAL ****					\$9,074.96
Division:	303	LIBRARY			
EDNETICS INC		INV-64681	221573	SW SUPPORT SERVICE CALL	\$47.51
OCLC INC		0000380052	221624	CATALOGING SRVCS-FEB	\$916.02
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$613.88
TECHNOLOGY UNLIMITED INC		292031	221648	CANNON MS300 ANNUAL MAINT	\$966.54
UNIQUE MANAGEMENT SERVICES INC		302384	221658	COLLECTION SRVCS-FEB	\$134.25
UNIVERSITY OF WISCONSIN-MADISON		2615221	221659	INTERLIBRARY LOAN 142142050	\$20.00
WASHINGTON STATE PATROL		I15006169	221665	VOLUNTEER BACKGROUND CHECKS	\$20.00
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$151.62
LIBRARY TOTAL ****					\$2,869.82
Division:	331	PARKS & REC - RECREATION			
CAMARENA, DANA		MARCH 2015	221972	SALSA INSTRUCTOR-MARCH	\$1,402.31
CITY OF RICHLAND		129682	221820	SCHOLARSHIP-SALSA-HERMANSON	\$22.75
		131160		SCHOLARSHIP-FLAG FB-FORDHAM	\$52.25
		131179		SCHOLARSHIPCOACHPITCH-GARRISON	\$30.50
		131181		SCHOLARSHIP-FLAG FB-GARRISON	\$52.25
		131312		SCHOLARSHIP-FLAG FB-ARCHER	\$52.25
		131325		SCHOLARSHIP-FLAG FB-SAVELLI	\$52.25



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		131327	221820	SCHOLARSHIP-FLAG FB-JONES	\$52.25
		131665		SCHOLARSHIP-FLAG FB-WOLFE	\$52.25
		131692		SCHOLARSHIP-FLAG FB-GEORGY	\$52.25
		131721		SCHOLARSHIP-TBALL-VALIE	\$38.00
FOSTER, CATHY I		MARCH 2015	222001	FOOT CARE CLASSES-MARCH	\$441.60
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$180.84
MILLER, JO ANN		MARCH 2015	222028	DANCE INSTRUCTOR-MARCH	\$670.34
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$104.24
RICHLAND ACE HARDWARE		45409	222044	KEYS	\$8.11
		45639		DUCT TAPE/KEY RINGS	\$37.41
		45673		CABLE TIES	\$8.68
SZENDRE, JOLENE		FEBRUARY 2015	221922	YOGA CLASS #9258-FEB	\$392.92
		JANUARY 2015		YOGA CLASS #9257-JAN	\$419.81
TREASURE VALLEY COFFEE CO		102653	221653	RCC COFFEE DELIVERY	\$49.06
		102806	222057	RCC COFFEE DELIVERY	\$156.28
URM STORES INC		C30906005	222059	CANDY/SYRUP-MR BUNNY EVENT	\$66.67
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$37.39
				PHONE CHARGES 3/23-4/22/15	\$6.23
				PHONE CHARGES 3/23-4/22/15	\$96.57
PARKS & REC - RECREATION TOTAL ****					\$4,535.46
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		7772722	221794	JANITORIAL SRVCS-MARCH	\$9,417.47
AIREFCO INC		3387130	221524	V BELTS/COGGED BELTS	\$61.32
ARAMARK UNIFORM SERVICES INC	S016236	2/15-934962000	221533	LINEN CHARGES FOR FEBRUARY 201	\$310.93
ASBESTOS AND MOLD SOLUTIONS INC		933	221535	MOLD SAMPLE TESTING-FS 71	\$1,460.79
ATOMIC SCREENPRINT & EMBROIDERY	S016216	12385	221800	GILDAN 8000 SOFTSTYLE T-SHIRT	\$802.77
	S016216			BACK PRINT ON SHIRT	\$121.63
	S016216			ADD FOR 2 X	\$45.61
	S016216			ADD FOR 3 X	\$13.03
	S016216			PORT AUTHORITY PIQUE MESH CAP	\$520.24
BADGER MOUNTAIN IRRIGATION DISTRICT		2015 BADGER MT	221801	2015 BMID ASSESSMENT-BADGER MT	\$4,577.29
		2015 CR HILLS PRK	221964	2015 ASSESSMENT-CRESTED HILLS	\$760.60
		2015 WESTCLIFFE	221801	2015 BMID ASSESSMENT-WESTCLIFF	\$431.04
		2015-428 SUNDANCE	221964	2015 BMID ASSESSMENT-SUNDANCE	\$233.95
BUILDERS HARDWARE & SUPPLY CO INC		S3390414.001	221548	ACCESS CONTROL SRVC-703 BLDG	\$304.04
CASCADE NATURAL GAS CORP		3/15-51897100007	221813	NAT 1005 SWIFT 2/18-3/18	\$10.85
		3/15-73638100005		NAT GAS 500 AMON 2/18-3/18	\$1,247.89
		3/15-80577100003		NAT GAS BLDG 200 2/13-3/17	\$3,188.87
		3/15-90577100002		NAT GAS BLDG 300 2/13-3/17	\$5,420.74
		3/15-96738100005		NAT GAS 505 SWIFT 2/18-3/18	\$1,825.53
CITY OF RICHLAND		15-102 MOORE	221980	SIEMENS W/S-SEATTLE/MOORE	\$185.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COFFEY REFRIGERATION		68202	221823	CHECK WARMER/PROOFER	\$190.05
COMPLETE CLEANING SYSTEMS		6830	221565	MACHINE SCRUB WAREHOUSE	\$125.00
DARRINGTON CONSULTING LLC	P055046	C20-15	221831	PROVIDE LEADERSHIP TRAINING	\$2,000.00
EFC EQUIPMENT LLC		37747	221834	FUEL LINES	\$6.49
		38192		5 1B SPOOL TRIMMER STRING	\$43.43
EWING IRRIGATION PRODUCTS INC		9312174	221574	HUNTER SPRINKLERS	\$821.02
		9325400	221838	SPRINKLERS	\$34.36
FAMILY FARMS DBA	P054404	C14-36/RETAINAGE	221575	INSTALL CHAIN LINK FENCE AT	\$266.75
FARMERS EXCHANGE		47041	221576	WEED EATERS/LEAF BLOWERS	\$1,598.55
FIRE CONTROL SPRINKLER SYSTEMS CO INC		030115	221581	RESET FIRE SPRINKLER SYSTEM	\$823.08
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$1,047.53
	S016254			TELEPHONE CHARGE 3/19/15-4/18/	\$29.87
G & R AG PRODUCTS INC		2152667-0001-02	221584	GUNJET W/EXT-CLAMPS/NOZZLE	\$319.90
GLASS NOOK INC		66706	221850	FURNISH & INSTALL GLASS	\$321.79
GRAINGER	S016244	9683203336	221587	HIGH CAP FILTER ITEM #6B933	\$124.84
	S016244	9684488910		INLINE FILTER ITEM #3P782	\$169.68
	S016244	9685738552		REPAIR KIT, URINAL ITEM #5P212	\$137.68
HD FOWLER COMPANY INC	S016197	I3870502	221591	3' EXTENSION FOR 14" BUTTERFLY	\$328.19
IRRIGATION SPECIALISTS INC		1133237-01	221600	PVC COUPLES/CEMENT/FLAGS	\$103.63
		1133666-01	221860	3 IN 1 WRENCHES	\$113.38
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		903334	221867	ACTUATOR CARTRIDGES	\$118.37
MOON SECURITY SERVICES INC		756404	221884	LIBRARY FIRE MONITORING-APR	\$33.00
		757522		CREHST-JANUARY MONITORING	\$20.00
				CREHST FIRE MONITORING-APR	\$53.00
		759304		BASIC FIRE MONITORING-APRIL	\$330.00
OXARC INC		R309216	221626	ANNUAL FIRE EXTINGUISHER MAINT	\$193.08
		R309217		ANNUAL FIRE EXTINGUISHER MAINT	\$287.51
		R309218		ANNUAL FIRE EXTINGUISHER MAINT	\$36.87
		R309219		ANNUAL FIRE EXTINGUISHER MAINT	\$181.96
		R309220		ANNUAL FIRE EXTINGUISHER MAINT	\$155.35
		R309221		RECHARGE FIRE EXTINGUISHERS	\$223.33
		R327396		MULTIPLE GASES	\$117.81
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$3.74
POOL CARE PRODUCTS INC		118013	221901	ALGAE EATER/ACID	\$1,009.98
PRINTER TECH SERVICE & SUPPLIES		17401	221905	INK CARTRIDGES	\$147.70
PRO BUILD COMPANY LLC		71456354	221906	PLYWOOD	\$47.31
REXEL INC DBA		G253315	221637	40W CFL'S	\$52.52
		G253716		BALLASTS	\$335.11
		G411660	221909	50 AMP FUSES	\$33.17
		G411711		CIRCUIT BREAKER/WALL SWITCH	\$61.47
		G416075		FUSES	\$5.32



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
REXEL INC DBA		G417930	221909	FUSES	\$60.71
RICHLAND ACE HARDWARE		209200	221638	VALVE BALL/HOSE BIBB	\$34.72
		209249	222044	FASTENERS	\$3.69
		209263		QWIK FIX/PVC PIPE/ELBOW	\$33.73
		45381		WORK GLOVES	\$7.59
		45609	221638	CARB-CHOKE CLEANER	\$5.42
		45654	222044	COUPLING/NIPPLE	\$16.27
		45666		UTILITY PULL/GARMENT HOOKS	\$27.65
		45671		RETURN UTILITY PULL/HOOKS	(\$27.65)
		45680		4 GALLON SPRAYER	\$97.73
		45684		BRASS HOSE CAP/COUPLERS	\$21.69
		45702		CLEAR FLEX SEAL	\$45.58
		45706		FOOT PUMP	\$15.18
		45781		CORNER BRACES/STRAPS	\$17.86
SIEMENS INDUSTRY INC	P055030	5443613700	221917	UPGRADE FOR SIEMENS HVAC SOFTW	\$6,407.40
THE DRAIN SURGEON		32493	221925	840 NORTHGATE-RESTROOM CLOG	\$146.61
THERMAL SUPPLY INC		5845561	222055	BRAZING ALLOY	\$84.02
TOTAL FILTRATION SERVICES INC	S016218	PSV1321276	221930	AIR FILTER, 20 X 25 X 2, MERV	\$223.50
	S016218			AIR FILTER, 16 X 20 X 2, MERV	\$132.41
	S016218			AIR FILTER, 20 X 20 X 2, MERV	\$115.72
	S016218			AIR FILTER, 24 X 24 X 2, MERV	\$96.70
	S016218			AIR FILTER, 20 X 25 X 4, MERV	\$34.14
TRI CITIES BATTERY & AUTO REPAIR		0102287	221654	SOLAR LIGHTS	\$17.61
WALLA WATER INC DBA		13987	221948	BLDG 200-DOOR MAINT/ROLLERS	\$1,360.65
		14021	221662	REPLACE DRUMS/CABLES FS73	\$721.54
		14023		ROLLERS/CABLE REPAIR BLDG 200	\$1,081.38
		14024		REPLACE DOOR ROLLERS FS 72	\$350.67
		14049	221948	BLDG 200-ROLLERS/WEATHERSEAL	\$2,106.84
		14050		BLDG 200 SERVICE CALL/ROLLERS	\$876.35
		14069		FS72 MEDIC BAY DOOR-TESTED	\$124.89
WILBUR ELLIS COMPANY		8731411	221953	HERBICIDE	\$865.41
	S016223	8750205	221671	RANGER PRO	\$360.55
	S016223			GARLON 4	\$263.28
	S016223			GALLERY SC	\$164.26
	S016223	8750318		GALLERY SC	\$492.77
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$97.88
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$59,476.16
Division:	338	PARKS & REC - PROJECT ADMIN			
DARRINGTON CONSULTING LLC	P055046	C20-15	221831	PROVIDE LEADERSHIP TRAINING	\$750.00
XEROX CORPORATION		078512724	221673	W7855 BASE CHR/PRINTS-FEB	\$57.24
PARKS & REC - PROJECT ADMIN TOTAL ****					\$807.24



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 900 NON-DEPARTMENTAL					
ARBAUGH & ASSOCIATES INC		1412	221796	ARBAUGH CONTRACT FEES-FEB'15	\$1,470.00
CITY OF PASCO		M031115	221556	ANIMAL SHELTERING-MAR	\$19,943.47
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$381.51
STATE AUDITOR'S OFFICE		L107445	221644	AUDIT ACCOUNTABILITY-FEB 2015	\$1,040.75
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$43.59
NON-DEPARTMENTAL TOTAL ****					\$22,879.32
GENERAL FUND Total ***					\$395,284.44
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
ADVANCED SIGNAL & CONTRACTING LLC	P054957	2349	221725	RAILROAD CROSSING INSPECTIONS	\$440.00
	P054957	2352		RAILROAD CROSSING INSPECTIONS	\$310.00
	P054957	2358		RAILROAD CROSSING INSPECTIONS	\$310.00
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$54.39
	S016254			TELEPHONE CHARGE 3/19/15-4/18/	\$29.87
HERTZ EQUIPMENT RENTAL CORP		27946125-001	221857	ASPHALT CUTTER RENTAL 3/31	\$69.50
HOUGEN MANUFACTURING INC	S016215	990690	221598	FREIGHT	\$66.13
	S016215			RAIL SAW, HUSQVARNA MODEL K126	\$1,995.00
TRAFFIC SAFETY SUPPLY CO INC	S016217	994970	221931	.080 ALUM SIGN BLANK, 18" X 60	\$114.90
	S016217			.080 ALUM SIGN BLANK, 18" X 72	\$137.81
	S016217			PEDESTRIAN WALK FLAG, 18" X 18	\$127.71
	S016217			ADJUST SALES TAC	\$0.01
	S016217			.080 ALUM SIGN BLANK, 18" X 36	\$68.96
	S016217			FREIGHT CHARGE	\$110.42
	S016217			.080 ALUM SIGN BLANK, 18" X 48	\$91.88
XEROX CORPORATION		078512724	221673	W7855 BASE CHRG/PRINTS-FEB	\$48.21
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$24.93
STREETS MAINTENANCE TOTAL ****					\$3,999.72
Division: 402 ARTERIAL STREETS					
AUBLE, JOLICOEUR & GENTRY	P054583	WA03-14-0459-000	221536	CENTER PARKWAY EXTENSION- UPDA	\$7,250.00
LEH APPRAISAL SERVICES LLC	P052425	3/15-DUPORTAIL	221610	DUPORTAIL BRIDGE - APPRAISAL F	\$3,750.00
ARTERIAL STREETS TOTAL ****					\$11,000.00
CITY STREETS Total ***					\$14,999.72
FUND 112 INDUSTRIAL DEVELOPMENT FUND					
Division: 305 ECONOMIC DEVELOPMENT					
ARBAUGH & ASSOCIATES INC		1412	221796	ARBAUGH CONTRACT FEES-FEB'15	\$150.00
PARADISE BOTTLED WATER CO		2/15-CITYATTORNEY	221628	BOTTLED WATER-FEB	\$10.82
RGW ENTERPRISES PC	P053800	2/15-CWCP	221910	INCREASE TO PURCHASE ORDER PER	\$855.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RGW ENTERPRISES PC	P053800	2/15-HRBC	221910	INCREASE TO PURCHASE ORDER PER	\$1,680.00
	P053800	2/15-HRIP		INCREASE TO PURCHASE ORDER PER	\$760.00
	P053800	2/15-HRIP MASTER		INCREASE TO PURCHASE ORDER PER	\$1,140.00
	P053800	2/15-HRIP-RTLP		INCREASE TO PURCHASE ORDER PER	\$405.00
	P053800	2/15-POLAR 2		INCREASE TO PURCHASE ORDER PER	\$2,305.00
	P053800	2/15-SI STEEL		INCREASE TO PURCHASE ORDER PER	\$285.00
	P053800	2/15-SUNRISE		INCREASE TO PURCHASE ORDER PER	\$1,360.00
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$27.49
ECONOMIC DEVELOPMENT TOTAL ****					\$8,978.31
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
HDR ENGINEERING INC		00437914-H	221593	C14-09 HR TRACK E/C SUPPORT	\$8,758.15
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$8,758.15
INDUSTRIAL DEVELOPMENT FUND Total ***					\$17,736.46
FUND	117	CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
BLUMENTHAL UNIFORM CO	P054970	123037	221546	47W66-86 SHIRT MENS LS DELUXE	\$67.28
	P054970			FREIGHT	\$13.03
	P054970			SEW EMBLEM EACH SLEEVE	\$2.17
	P054970			SEW ON YEARS OF SERV INSIGNIA	\$1.63
	P054970			SHORTEN SLEEVES ON SHIRT	\$10.86
	P054970	123037-01		97R66-86 SHIRT MENS SS DELUXE	\$179.03
	P054970			32278-86 PANT MENS DRK NAVY PO	\$97.69
	P054970			PREP FOR METAL BUTTONS FOR SHI	\$65.16
	P054970			ADJUST SALES TAX	(\$0.01)
	P054970			SEW EMBLEM EACH SLEEVE	\$6.52
	P054970	123037-02		32278-86 PANT MENS DRK NAVY PO	\$195.37
	P054970			47W66-86 SHIRT MENS LS DELUXE	\$134.56
	P054970			SEW EMBLEM EACH SLEEVE	\$4.34
	P054970			SEW ON YEARS OF SERV INSIGNIA	\$3.26
	P054970			FREIGHT	\$14.12
	P054970			PREP FOR METAL BUTTONS FOR SHI	\$43.44
	P054975	123048	221808	59340-019 GLOVE BLACK TAC A2 S	\$30.40
	P054975			SHIPPING	\$13.58
	P054975			562M ASH SWEATSHIRT JERZEES 80	\$13.01
	P054975			ADJUST SALES TAX	\$0.01
	P054975			ADJUST FOR TAX	(\$0.02)
	P054975			ST-310 SHORT JERSEY KNIT NAVY	\$52.06
	P054975			ACADEMY NAME 2" BLACK BLOCK FI	\$43.44
	P054975			5180 WHITE T SHIRT BEEFY T SIZ	\$29.26



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054975	123048-01	221808	74003-724 PANT MENS DKNVY TDU	\$146.58
	P054975			SEW EMBLEM EACH SLEEVE	\$16.29
	P054975			7M76SNV/ST62NV SHIRT MENS SS N	\$61.74
	P054975			SHIPPING	\$14.66
	P054975			ADJUST SALES TAX	(\$0.01)
	P054975			SEW IN MILITARY CREASES IN SHI	\$40.73
	P054975	126724		BUCKLE REPLACEMENT - AMANDA	\$7.55
CJST POLICE ACTIVITY TOTAL ****					\$1,307.73
CRIMINAL JUSTICE SALES TAX Total ***					\$1,307.73
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$33.41
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$6.23
				PHONE CHARGES 3/23-4/22/15	\$6.51
CDBG PROGRAM TOTAL ****					\$46.15
COMMUNITY DEV BLOCK GRANT Total ***					\$46.15
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
BURDEN, MICHELLE		15-084	221549	HOME PROGRAM/LODGING-PARKING	\$123.95
CITY OF RICHLAND		15-084 BURDEN	221558	HOME PROGRAM/SEATTLE/BURDEN	\$483.10
STEWART TITLE OF THE TRI-CITIES		15-05	221920	HOME DPA/JOHNSON-303 GAGE #231	\$10,000.00
TRI COUNTY PARTNERS HABITAT FOR HUMANITY		C172-14/PYMT 3	221938	HIGHLAND PARK/PROGRESS PYMT 3	\$3,828.55
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$6.51
HOME PROGRAM TOTAL ****					\$14,442.11
HOME FUND Total ***					\$14,442.11
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
CITY OF RICHLAND		2/2015-8	221979	#8 ROBERTSON/1ST/RD A COMPOST	\$14,321.70
		3/2015-8		#8 AUX TRACK ADDITION-COMPOST	\$1,492.20
FOSTER PEPPER PLLC	P055138	1096462	222000	CENTER PARKWAY - LEGAL SERVICE	\$225.00
	P055139	1096474		CENTER PARKWAY - LEGAL SERVICE	\$15,155.00
GRANT LAND COMPANY		RELOCATION FEES	222004	STEVENS DR EXTENSION-RELOCATE	\$9,625.00
HERTZ EQUIPMENT RENTAL CORP		27935683-001	221857	SAW BLADE	\$94.48
JUB ENGINEERS INC	P054935	92967	221864	SOUTH GWW SAFETY & MOBILITY -	\$2,482.81
SUNBELT RENTALS INC		51331158-002	221921	CONCRETE FLOOR SAW RENTAL	\$104.61
TRI CITY HERALD	S016237	15-8341	221936	CALL FOR BID "2015 SLURRY SEAL	\$228.23
WA STATE DEPT OF TRANSPORTATION	P055124	RE-45-A6136YAL006	221947	CENTER PARKWAY-APPRAISAL REVIE	\$771.79



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WA STATE DEPT OF TRANSPORTATION	P055127	RE-45-A6136YBL005	222061	CENTER PARKWAY-RELOCATION REVI	\$714.38
	P055128	RE-45-A6136YCL023		STEVENS DR EXTENSION- APPRIASA	\$779.32
ARTERIAL STREETS TOTAL ****					\$45,994.52
STREETS CAPITAL CONSTRUCTION Total ***					\$45,994.52
FUND 317	FIRE STATION 74 CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC		C127-14 RETAIN 5	221612	ACCT#15021181 RCHLND FIRE ST74	\$21,221.36
		C127-14 RETAIN 6		ACCT#15021181 RCHLND FIRE ST74	\$19,857.39
	P054395	C127-14/PYMT 5	221611	C127-14 RETAINAGE PYMT 1 THRU	(\$28,240.31)
	P054395			C127-14 RETAINAGE PYMT 5	(\$21,221.36)
	P054395	C127-14/PYMT 6		C127-14 RETAINAGE PYMT 6	(\$19,857.39)
		C127-14RETAIN 1-4	221612	ACCT#15021181 RCHLND FIRE ST74	\$28,240.31
UNASSIGNED TOTAL ****					\$0.00
Division:	900	NON-DEPARTMENTAL			
HILL INTERNATIONAL INC	S015907	C14-02/0000012	221595	DESIGN-BUILD OVERSIGHT SERVICE	\$1,251.25
LEONE & KEEBLE INC	P054395	C127-14/PYMT 5	221611	FIRE STATION NO. 74-DESIGN-BUI	\$489,168.19
	P054395	C127-14/PYMT 6		FIRE STATION NO. 74-DESIGN-BUI	\$431,302.59
NON-DEPARTMENTAL TOTAL ****					\$921,722.03
FIRE STATION 74 CONSTRUCTION Total ***					\$921,722.03
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
CITY OF RICHLAND	P055113	2014-001213	221821	WATER FEES FOR DROLLINGER PARK	\$12,086.00
FAMILY FARMS DBA	P054404	C14-36/RETAINAGE	221575	INSTALL CHAIN LINK FENCE AT	\$344.82
SWCA INC	P053766	38569	221646	CONTRACT WITH SWCA FOR HOWARD	\$1,429.50
PARKS & REC PROJECTS TOTAL ****					\$13,860.32
PARK PROJECT CONSTRUCTION Total ***					\$13,860.32
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
JT AUTOMOTIVE PARTS INC DBA		328770	221862	BLACK SPRAY PAINT	\$6.97
NON-DEPARTMENTAL TOTAL ****					\$6.97
GENERAL GOVT CONSTRUCTION Total ***					\$6.97
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ADVANCED DEVELOPMENT LLC		BROOKSHIRE 7-2014	221959	BROOKSHIRE PH7-DEV REFUND	\$2,400.00
ANDERSON HEIGHTS DEVELOPMENT LLC		LEX HTS PH 4-2014	221962	LEXINGTON HTS PH 4-DEV REFUND	\$1,800.00
		LEX HTS PH2-2014		LEXINGTON HTS PH2-DEV REFUND	\$317.97



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANDERSON HEIGHTS DEVELOPMENT LLC		LEX HTS PH3-2014	221962	LEXINGTON HTS PH 3-DEV REFUND	\$600.00
		LEX HTS PH5-2014		LEXINGTON HTS PH 5-DEV REFUND	\$4,200.00
ARROWOOD DEVELOPMENT		2014/SIENNA SKY 2	221963	SIENNA SKY PH 2-DEV REFUND	\$3,000.00
BADGER MTN SOUTH DEVELOPMENT LLC		2014/W VINEYARD 1	221965	WEST VINEYARD PH1-DEV REFUND	\$4,200.00
BAUDER, MARK		2014/WESTCLIFFE	221967	WESTCLIFFE PH10&11-DEV REFUND	\$9,000.00
		2014/WESTCLIFFE 9		WESTCLIFFE PH 9-DEV REFUND	\$2,400.00
BAUDER, MILO B		2014/CREST TRACT2	221968	THE CREST PH 1-DEV REFUND	\$600.00
		2014/FALCONCREST		FALCONCREST PH 1-DEV REFUND	\$600.00
		2014/WESTCLIFFE 8		WESTCLIFFE PH 8-DEV REFUND	\$600.00
CARLSON SALES METERING SOLUTIONS LLC	P054894	CSM-2740	221551	METER,FRM 2S,240V,CL200,1PH,	\$12,510.72
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P054984	3627-544666	221567	WIRE, SWITCHBOARD, #14 AWG,	\$86.34
	P054984			WIRE,CU,BLDG #6 STR,THHN,BLACK	\$427.88
	P055006	3627-544887		UNISTRUT, SHALLOW, PIERCED	\$194.67
	P055006			UNISTRUT, STANDARD, PIERCED	\$151.82
	P055006			NUT, SPRING 3/8-16 STEEL CITY	\$961.11
	P055014	3627-545343	221829	COUPLING,PVC,4",EXPANSION	\$294.31
	P055014			ELBOW,PVC,3",90,18" RADIUS	\$460.19
	P055014			COUPLING,PVC,3",EXPANSION	\$383.58
	P055014			ELBOW,PVC,3",90,36" RADIUS	\$351.21
	P055014			ELBOW,PVC,1-1/2",45,18"RADIUS	\$105.34
	P055014			COUPLING,PVC,6",SCH 40,DBELL	\$180.49
	P055014			ELBOW,PVC,3",30,18" RADIUS	\$227.52
	P055014			COUPLING,PVC,3",SCH 40,DBELL	\$266.07
GRAYBAR ELECTRIC CO INC	P054987	977686908	221589	CLAMP GRD. ROD, 5/8, #10-1/0,	\$272.59
	P054987	977755607		CLAMP D.E., #336-477 ACSR,	\$4,891.89
	P054987	977852455		STIRRUP #4-4/0 ACSR, ANDERSON	\$396.12
HD SUPPLY POWER SOLUTIONS LTD	P054773	2761091-04	221592	CUTOUT/ARRESTER BRACKET 48"L	\$845.72
	P054773	2761091-05		STIRRUP 1/0-397.5 ACSR,	\$855.23
	P054847	2779316-02	221855	SLEEVE, COPPER 1/0 - 250 MCM,	\$80.54
	P054897	2783591-01		FUSELINK,140K,REMOVEABLE HEAD	\$160.73
	P055044	2817803-00		INHIBITOR DE-OX, OXIDE INHIBIT	\$24.15
	P055044	2817806-00		TAPE PHASING - RED, 3M #35,	\$129.89
	P055044			TAPE PHASING - YELLOW, 3M #35,	\$129.89
	P055044			TAPE PHASING - BLUE, 3M #35,	\$162.36
	P055044			PULLING LUBE LIQUID 1GAL,PJ128	\$212.10
	P055044			TAPE PHASING - WHITE, 3M #35,	\$32.47
KP DEVELOPMENT LLC		BADGER DEN 2/2014	222015	BADGER DEN PH2-DEV REFUND	\$2,400.00
LAND TO LOTS LLC		BRANTINGHAM1-2014	222016	BRANTINGHAM HTS PH1-DEV REFUND	\$600.00
		BRANTINGHAM2-2014		BRANTINGHAM HTS2-DEV REFUND	\$3,000.00
		BRANTINGHAM3-2014		BRANTINGHAM HTS3-DEV REFUND	\$10,200.00
		BRANTINGHAM4-2014		BRANTINGHAM HTS4-DEV REFUND	\$7,800.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MAGULA, AARON		2014/THE DWELLING	222022	THE DWELLINGS-DEV REFUND	\$600.00
MIKE COLBY & SONS INC		BORDEAUX/2014	222026	BORDEAUX GROVE-DEV REFUND	\$600.00
NORBERG IES LLC	S016182	144511	221888	FUSE, S&C, SM4 200E AMP	\$3,941.05
	S016182			SHIPPING CHARGES FOR 23 FUSES	\$61.51
NORTH STONE RICHLAND LLC		COPPERLEAF1-2014	222032	COPPERLEAF PH1-DEV REFUND	\$2,400.00
		COPPERLEAF3-2014		COPPERLEAF PH2-DEV REFUND	\$7,200.00
		EAGLE RIDGE-2014		EAGE RIDGE-DEVELOPER REFUND	\$600.00
RC OF WASHINGTON		2014/WHITE BLUFFS	222039	WHITE BLUFFS PH1-DEV REFUND	\$7,800.00
REXEL INC DBA	P054782	G019223	221909	CONDUCTOR, ACSR #2, SPARATE,	\$1,034.33
	P054782			CONDUCTOR, ACSR 336.4, LINNET,	\$25,844.27
	P055001	G306231/G335289	221637	CONDUCTOR, CU, 4/0 19 STR BARE	\$2,788.41
	P055001			CONDUCTOR, CU SD, #6 SOL BARE,	\$1,642.75
	P055001			CABLE, SEC, UG #6 STRANDED AL	\$1,086.00
	P055001			PRICE ADJUST	(\$0.10)
	P055045	G392899/G482045	221777	TIE, CABLE, 11" MIN, HVY DUTY	\$80.28
	P055045			ADJUST SALES TAX	\$0.01
	P055045			SEALANT POLYCEL 100 EXPANDING	\$169.68
	P055045			TIE, CABLE, 5.9" MIN, BLACK	\$14.44
	P055045			PVC SOLVENT CEMENT, QUART SIZE	\$380.53
	P055045			UNISTRUT BRACKET 24"	\$1,439.82
	P055045			DISCOUNT	(\$1.56)
	P055045			TIE, CABLE, 7.9" MIN, BLACK	\$152.69
	P055045			TIE, CABLE, 11" MIN, BLACK	\$200.30
	P054782	G438256	221909	CONDUCTOR, ACSR 336.4, LINNET,	\$73,601.59
	P054782			PRICE ADJUSTMENT LINE ITEM #1	\$0.01
	P054782			ADJUST SALES TAX	(\$0.01)
	P055045	G470065	221777	TAPE 3M #88, 1 1/2 X 44FT	\$486.68
RIVERRIDGE ADVANCEMENT LLC		2014/APPLE VALLEY	222047	APPLE VALLEY RANCH-DEV REFUND	\$1,800.00
RON ASMUS HOMES INC		BADGER PARK-2014	222048	BADGER PARK ESTATES-DEV REFUND	\$1,800.00
		MS HTS PH2-2014		HTS@MSPRINGS PH 2-DEV REFUND	\$600.00
		MS HTS PH3-2014		HTS@MSPRINGS PH3-DEV REFUND	\$1,800.00
		MS HTS PH4-2014		HTS@MSPRINGS PH 4-DEV REFUND	\$8,400.00
WESCO DISTRIBUTION INC	P054846	591635	221666	SLEEVE SHRINK END CAP 750-1500	\$202.00
	P054846			SLEEVE SHRINK END CAP 4/0-750	\$260.64
	P054846	592336		COVER, CONDUCTOR UP TO .450",	\$3,082.07
	P054846	602891		SLEEVE ACSR AUTOMATIC, 4/0,	\$415.12
WILSON, BILL		HIDDEN HILLS-2014	222063	HIDDEN HILLS PH2-DEV REFUND	\$7,007.00
TOTAL ****					\$236,002.41
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1412	221796	ARBAUGH CONTRACT FEES-FEB'15	\$840.00
CITY OF RICHLAND		15-137 HAMOND	221980	NRU-PPC MTGS/PORTLAND/HAMMOND	\$418.60



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$90.20
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$1.65
				POSTAGE 2/1-2/28/15	\$23.82
UNITED PARCEL SERVICE	S016272	000986641145	221940	GROUND PKG TO BPA/MANGAN TEST	\$32.56
	S016272			ADDITIONAL HANDLING FOR PKG TO	\$9.00
	S016272			GROUND PKG TO FARWEST LINE SPE	\$5.63
	S016272			GROUND PKG TO WEIDMANN DIAGNOS	\$4.32
	S016272			WEIGHT CORRECTION FOR PKG TO	\$1.21
VERIZON WIRELESS	P054759	9742514816	221943	WIRELESS DATACARD FOR R. HAMMO	\$40.01
XEROX CORPORATION		078512724	221673	W7855 BASE CHRGR/PRINTS-FEB	\$69.89
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$53.74
				PHONE CHARGES 3/23-4/22/15	\$125.86
				PHONE CHARGES 3/23-4/22/15	\$103.10
				PHONE CHARGES 3/23-4/22/15	\$120.29
				PHONE CHARGES 3/23-4/22/15	\$54.89
BUSINESS SERVICES TOTAL ****					\$1,994.77
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN097675	221793	XEROX 6605 MAINT 3/23-4/22	\$20.28
CITY OF RICHLAND		15-139 TALMAGE	221819	WAPUD GROUP/SHELTON/TALMAGE	\$269.50
PERMIT SURVEYING INC		15028-1	221897	ASBUILD POWER POLE/POWER LINE	\$675.00
TALMAGE, BILL		15-139	221924	WAPUD GROUP/HOTEL-GAS/TALMAGE	\$169.68
US BANK EQUIPMENT FINANCE INC		274252535	221660	XEROX 6604 PYMT 4/6-5/5/15	\$81.60
ELECTRICAL ENGINEERING TOTAL ****					\$1,216.06
Division:	503	POWER OPERATIONS			
ALTEC INDUSTRIES INC	S016221	103643000	221526	JIB ACCESSORY;SINGLE, FITS OVE	\$517.28
	S016221			FREIGHT	\$59.44
BEAVER BARK & ROCK		667100	221540	CONCRETE	\$325.76
GRAINGER	S016244	9687620923	221587	CABLE CUTTER ITEM #1ED68	\$231.79
HERTZ EQUIPMENT RENTAL CORP		27905521-001	221594	LIGHT TOWER RENTAL 3/6-3/7	\$86.57
HJ ARNETT INDUSTRIES LLC	S016125	INV37647	221858	REPAIR OF HYDRAULIC TOOL	\$274.15
	S016194	INV37714		REPAIR OF CHANCE #C403-0979	\$259.04
OSMOSE UTILITIES SERVICES INC	P054909	7UB-0173293	221625	UTILITY POLE TESTING FROM 1/1/	\$2,913.20
PARAMOUNT COMMUNICATIONS INC	P055038	30835	221894	THAYER FIBER OPTIC CABLE	\$2,491.67
PREMIER LANDSCAPING & DESIGN		8819	221904	RETAINING WALL/SOD	\$1,160.36
	S016211	8820		SOD REPAIR AT MEADOW SPRINGS	\$3,896.62
ROWAND MACHINERY CO		173478	221640	CHISEL PASTE	\$38.79
		173499		LOADER RENTAL/CHISEL BIT	\$1,737.60
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T015-F2-001	221914	SLAB SAW-GREENBROOK&PINETREE	\$190.05
SHARI'S MANAGEMENT CORP		13303061583995	221916	OVERTIME MEALS 2/22-3/6/15	\$164.29
				OVERTIME MEALS 2/22-3/6/15	\$35.95



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SHARI'S MANAGEMENT CORP		13303061583995	221916	OVERTIME MEALS 2/22-3/6/15	\$63.54
TYNDALE ENTERPRISES INC	P054841	875164	221656	FIRE RETARDANT CLOTHING-2015	\$1,939.62
WESCO DISTRIBUTION INC	S016172	601211	221949	JELCO POLE CHOKER 2 FEET #0373	\$468.07
POWER OPERATIONS TOTAL ****					\$16,853.79
Division: 504	SYSTEMS DIVISION				
ELR CONSULTING INC	P054775	2626	221994	PROF SERVICES PER CONTRACT SC1	\$2,861.20
NORCO INC		15546877	221623	EYEWASH PRESERVATIVE	\$32.58
TRI CITY SIGN & BARRICADE		5150	221655	T-TOP CONES/DANGER TAPE	\$277.91
SYSTEMS DIVISION TOTAL ****					\$3,171.69
Division: 505	ENERGY POLICY MGMT				
BENTON COUNTY AUDITOR/WEATHERWISE	P055095	130640	221806	M DEUTSCH - RECORD LIEN; AC#	\$72.00
	P055057	151820	221542	R ALAN - RECORD LIEN; AC# 1518	\$72.00
	P055095	171620 RELEASE	221806	A MARTINEZ-BIRD; AC# 171620 PA	\$72.00
	P055057	262000 RELEASE	221542	K DAME-LIEN RELEASE; AC# 26200	\$72.00
	P055057	272560		J AYRES - RECORD LIEN; AC# 272	\$72.00
	P055095	331100	221806	S BROWN-RECORD LIEN; AC# 33110	\$72.00
	P055095	613440 RELEASE		G ERICKSON-RELEASE LIEN; AC#	\$72.00
	P055057	70920 RELEASE	221542	R RHODES-LIEN RELEASE; AC# 709	\$72.00
	P055057	740200 RELEASE		J KORENKIEWICZ-LIEN RELEASE; A	\$72.00
	P055095	800040 RELEASE	221806	J HINMAN-LIEN RELEASE; AC# 800	\$72.00
	P055095	802160		J CONOVER-RECORD LIEN; AC# 820	\$72.00
	P055095	852820 RELEASE		J MICHAUD-LIEN RELEASE; AC# 85	\$72.00
BENTON PUD		3/15-3287762373	221807	ELECTRICAL SRVCS 2/21-3/21	\$570.82
BOB RHODES HEATING & A/C INC		080978	221547	1107 BRIDLE-REBATE-HEAT PUMP	\$1,000.00
CITY OF RICHLAND		151820	221559	1605 SWIFT-REBATE-HP	\$1,000.00
DAYCO HEATING & AIR		40888	221568	153 GREENVIEW-REBATE-HEATPUMP	\$1,000.00
		41004		1011 ELM-REBATE-HEAT PUMP/PTCS	\$1,250.00
DELTA HEATING & COOLING INC		23089	221832	705 DOWNING-REBATE-HEATPUMP	\$1,000.00
	P054997	23222	221570	EE LOAN: R ALAN, 1605 SWIFT -	\$5,934.99
	P055025	23227	221832	EE LOAN: J AYRES, 1105 LONG -	\$12,597.60
		23228	221570	250 WRIGHT-REBATE-HEAT PUMP	\$1,000.00
		23271	221832	1118 WINSLOW-REBATE-DHP	\$800.00
EDGEMON, SANDI		15-112 EDGEMON	221992	PPC MTGS/PORTLAND/EDGEMON	\$206.59
ENERGY INCENTIVES INC	P054722	CORFEB2015	221835	RESIDENTIAL EE INSPECTIONS PER	\$945.00
GLASS NOOK INC		66156	221586	2337 ENTERPRISE-REBATE-WINDOWS	\$1,939.92
IWI INC		71306	221601	91 WALDRON-REBATE-INSULATION	\$77.10
		71710	221861	646 CHESTNUT-REBATE-INS&DUCT	\$1,391.60
M CAMPBELL & COMPANY INC		11383355	221615	2017 FAIRWAY-REBATE-HEATPUMP	\$1,000.00
		11386806		1011 MOONSTONE-REBATE-HPUMP	\$1,000.00
		11392940		200 ODESSA-REBATE-HEAT PUMP	\$1,000.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
M CAMPBELL & COMPANY INC		11441606	221874	1324 OXFORD-REBATE-HEAT PUMP	\$1,000.00
MARK VINCENT CONSTRUCTION LLC	P054924	1151	221616	EE LOAN: H BARBOSA, 1004/1006	\$8,362.20
PERFECTION GLASS		9936416138	221631	715 SYMONS-REBATE-WINDOWS	\$79.92
		9936416647	221896	506 SANFORD-REBATE-WINDOWS	\$762.54
ROBERTS CONSTRUCTION INC	P054730	3423	221639	EE LOANS: P GREEN, 1313 MCPHER	\$9,436.25
	P054733	3424		EE LOAN: P GREEN, 1312 MCPHERS	\$1,802.76
TOTAL ENERGY MANAGEMENT INC		52677WWR	221651	133 SPRING-REBATE-HEAT PUMP	\$1,000.00
		52694WWR		2315 CAMAS-REBATE-HPUMP/PTCS	\$1,250.00
ENERGY POLICY MGMT TOTAL ****					\$58,271.29
ELECTRIC UTILITY FUND Total ***					\$317,510.01
FUND 402	WATER UTILITY FUND				
Division:	000				
ACCELERATED CONSTRUCTION & EXCAVATING LLC	P054941	C183-14/PYMT 2	221957	C183-14 PYMT 2 RETAINAGE	(\$1,809.85)
	P055121	C54-15/PYMT 1		C54-15 PYMT 1 RETAINAGE	(\$3,456.36)
HD FOWLER COMPANY INC	P054931	I3867076	221591	ANGLE METER COUPLING, 1" METER	\$3,544.70
	P054931			COUP FIP X CTS PACK JNT 1-1/2"	\$253.53
	P054931			ANGLE BALL METER VALVE 1",	\$11,201.00
	P054931			METER,SETTER 2" W/1" BYPASS,	\$5,929.18
	P054931			INSERT FOR 2" CTS PE TUBING,	\$139.01
	P054931			COUP FIP X CTS QUICK JNT, 1"	\$69.72
	P054931			ANGLE VALVE 1-1/2"MALE X1-1/2"	\$494.13
	P054931			VALVE CURB STOP, 2 " FIPT	\$779.70
	P054931			METER,ADAPTER 3/4" X 1" METER	\$1,122.06
	P054931			VALVE CURB STOP, 1" CTS QUICK	\$1,297.12
	P054931			METER,KORNERHORN, 5/8" & 3/4"	\$85.99
	P054931			COUP MIP X CTS PACK JOINT, 2"	\$2,077.95
	P054931			ELBOW CTS PACK JOINT, 2"	\$4,330.57
	P054931			COUPLING CTS QUICK JOINT, 1"	\$170.50
	P054931			COUP FIP X CTS PACK JOINT, 2"	\$181.01
	P054931			ELBOW MIP X CTS PACK JNT, 2"	\$185.27
	P054931			FLANGE, MTR 1-1/2 MTR X 1-1/2	\$141.18
	P054931			COUP MIP X CTS PACK JNT 1-1/2"	\$317.11
	P054931			COUP MIP X GALV PKJNT, 2"	\$177.82
	P054931			VALVE CURB STOP, 1" FIPT,	\$325.37
	P054931			METER,ELBOW MTR X FIP, 2", 90	\$286.64
	P054931			COUP MIP X CTS QUICK JNT, 1"	\$405.95
UNASSIGNED TOTAL ****					\$28,249.30
Division:	410	WATER CAPITAL PROJECTS			



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ACCELERATED CONSTRUCTION & EXCAVATING LLC	P054941	C183-14/PYMT 2	221957	WTP SITE IMPROVEMENTS - 183-14	\$39,201.35
	P054941			ADDITIONAL TAX DUE TO INCREASE	\$108.59
	P055121	C54-15/PYMT 1		HAINS AVENUE WATER SERVICE	\$75,072.06
AMERICAN ROCK PRODUCTS INC	P055085	223940	221528	ROCK, 1-1/2" O-ROUND PICK UP	\$261.68
	P055085	224093		ROCK, 1-1/2" O-ROUND PICK UP	\$131.80
	P055085	224208		ROCK 5/8" O CRUSHED PICK UP	\$132.58
	P055085	224355		ROCK 5/8" O CRUSHED PICK UP	\$157.51
	P055085			SALES TAX ADJUSTMENT	\$0.01
	P055085	224530		ROCK 5/8" O CRUSHED PICK UP	\$156.73
	P055085	224665		ROCK 5/8" O CRUSHED PICK UP	\$153.52
	P055120	225920	221795	ENVIRONMENTAL FEE FOR	\$1.63
	P055120			50% =N.C.A.=M.B.-534	\$4.56
	P055120			UNDER 4 YARD DELIVERY CHARGE	\$81.45
	P055120			5-1/2 SACK CONCRETE MIX 3/4	\$136.84
BRANOM INSTRUMENT CO	S016233	547304	221809	SUBMERSIBLE LEVEL TRANSDUCER,	\$1,276.73
	S016233			FREIGHT	\$131.41
HD FOWLER COMPANY INC		I3858633	221591	MEGA LUGS/GASKETS/TBOLTS	\$285.30
		I3864340		PVC PIPE/VALVE BOXES	\$1,052.36
		I3875865	221854	2" POLY TUBING	\$293.22
IRRIGATION SPECIALISTS INC		1135034-01	221860	PVC PIPE	\$158.19
		1135038-01		PVC CUTTER/TEES/BUSHINGS	\$166.01
		1135235-01		PVC UNIONS/TEE/PLUG/ELL	\$27.54
		1135401-01		VALVE BOXES	\$103.09
LINDSAY SALES HOLDING COMPANY DBA	P052094	4725	221613	HORN RAPIDS IRRIGATION PUMP	\$360.00
PRO BUILD COMPANY LLC		71456246	221634	2X6'S/WOOD STAKES	\$22.14
		71456423	221906	4X8-LUMBER	\$102.45
		71456424		SCREWS	\$18.86
RICHLAND ACE HARDWARE		45720	221638	TUBING/PVC PARTS	\$34.55
		45768	222044	ELBOWS/ADAPTERS	\$22.15
TOTAL ENERGY MANAGEMENT INC	S015269	73527	221929	PROGRAMMING SUPPORT AND STARTU	\$2,274.30
	S015269			TAX ADJUSTMENT	\$6.30
TRI CITY HERALD	S016237	15-8271	221936	CALL FOR BID "HAINS AVE WATER	\$267.35
WATER CAPITAL PROJECTS TOTAL ****					\$122,202.26
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1412	221796	ARBAUGH CONTRACT FEES-FEB'15	\$540.00
BADGER MOUNTAIN IRRIGATION DISTRICT		2015-884 RAND	221801	2015 BMID ASSESSMENT-884 RAND	\$367.53
LAW OFFICE OF THOMAS M PORS	P055109	398	221760	WATER RIGHTS MANAGEMENT - REVI	\$3,710.00
WATER ADMINISTRATION TOTAL ****					\$4,617.53
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S016236	2/15-934962000	221533	LINEN CHARGES FOR FEBRUARY 201	\$36.19



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BUILDERS HARDWARE & SUPPLY CO INC		S3387246.001	221548	ACCESS CONTROL REPAIR-BADGER	\$304.04
		S3392967.001		ACCESS CONTROL REPAIR-HARRISON	\$304.04
CASCADE NATURAL GAS CORP		3/15-28638100009	221552	NAT GAS 110 SAINT 2/18-3/18	\$18.10
CITY OF RICHLAND		15-057 TALLENT	221558	BAT TEST/SPOKANE/TALLENT	\$149.42
		15-108 MASTERS		CCC CERT/BELLEVUE/MASTERS	\$472.93
EDGE ANALYTICAL INC		15-03525	221833	1ST ST SAMPLE STATION TEST	\$913.24
FERGUSON ENTERPRISES INC		3292505	221843	COUPLERS	\$132.76
FRONTIER	S016271	3/15-509-375-5296	221846	TELEPHONE CHARGE 3/22/15 -4/21	\$59.85
MOTION INDUSTRIES INC	S016256	WA05-340883	221770	DRIVE CHAIN, JEFFREY JS882, 37	\$2,037.06
	S016256			FREIGHT	\$157.68
	S016256			DISCOUNT	(\$18.76)
OXARC INC		76508PS	221892	SODIUM HYPOCHLORITE	\$328.87
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$5.24
VERIZON WIRELESS		9742517525	221943	WTP SCADA 3/20-4/19/15	\$25.57
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$62.96
WATER OPERATIONS TOTAL ****					\$4,989.19
Division:	413	WATER MAINTENANCE			
AIREFCO INC		3391425	221524	CONTACTOR-UV AC SYSTEM	\$27.88
AMBRO INC DBA		250-285249	221527	LITHIUM BATTERIES	\$84.71
BEAVER BARK & ROCK		667105	221540	CONCRETE	\$162.88
		667457	221803	CONCRETE	\$241.07
		667731		SOD	\$8.67
CITY OF RICHLAND		15-058 LOVE	221558	BAT TEST/SPOKANE/LOVE	\$149.42
COAST CRANE COMPANY		DI/061700	221560	BOOMTRUCK RENTAL 3/2/15	\$964.67
		DI/061702		BOOMTRUCK RENTAL 3/6/15	\$924.40
EAGLE PRINTING & GRAPHIC DESIGN INC		40882	221572	WATER OUTAGE DOOR HANGERS	\$416.35
FASTENAL COMPANY		WARIC48817	221578	HOLE SAW	\$34.22
		WARIC48828		CAP SCREWS	\$35.40
GRAINGER	S016244	9686611774	221587	CHECK VALVE ITEM #5AAP6	\$91.08
HD FOWLER COMPANY INC		I3855390	221591	AIR RELEASE VALVES	\$535.25
		I3857751		2"BRASS 90 ELLS	\$616.94
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		925374	221867	COUPLERS	\$39.81
PRO BUILD COMPANY LLC		71456224	221634	2X6'S-LUMBER	\$53.76
		71456273		2X6'S-LUMBER	\$12.38
		71456392	221906	2X6 LUMBER	\$20.29
RICHLAND ACE HARDWARE		45656	221638	STRING LINE	\$9.75
XEROX CORPORATION		078512724	221673	W7855 BASE CHR/PRINTS-FEB	\$47.31
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$19.77
WATER MAINTENANCE TOTAL ****					\$4,496.01
WATER UTILITY FUND Total ***					\$164,554.29



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 403	WASTEWATER UTILITY FUND				
Division:	421	SEWER CAPITAL PROJECTS			
BDP INDUSTRIES INC	S016005	7025	221539	C/O #1 FOR PILOT TESTING ROTAR	\$5,000.00
CH2M HILL ENGINEERS INC	P054283	381021320	221816	WWTF SOLIDS UPGRADE DESIGN - 9	\$51,070.31
	P054283	381024131		MOD. #1 PILOT TESTING OF THE	\$2,385.68
	P054283			WWTF SOLIDS UPGRADE DESIGN - 9	\$11,742.82
JUB ENGINEERS INC	P053972	92831	221864	WASTEWATER GENERAL PLAN - C76-	\$15,509.97
SEWER CAPITAL PROJECTS TOTAL ****					\$85,708.78
Division:	422	SEWER OPERATIONS			
AMERIGAS		3037364353	221529	PROPANE TANK RENTAL-WASTEWATER	\$89.05
BENTON FRANKLIN HEALTH DISTRICT		7099	221544	WASTEWATER SAMPLES	\$116.00
CENTRAL HOSE & FITTINGS INC		406616	221553	WHIP HOSES/ELBOWS	\$39.73
		407140	221815	COUPLERS	\$33.28
CITY OF RICHLAND		3/2015-25	221979	#25 BIOSOLIDS-LANDFILL FEES	\$3,207.92
COLUMBIA ANALYTICAL SERVICES INC DBA	P054855	51-293101-0	221824	WATER- 608 ORGANOCHLOR. PEST/P	\$320.00
	P054855			WATER- 624 VOLATILE ORGANIC CO	\$800.00
	P054855			WATER- 625 SEMIVOL. ORGANIC CO	\$430.00
	P054855			INFLUENT/EFFLUENT SAMPLING 2/0	\$260.00
	P054855			WATER- 200.7 METALS BY INDUCTI	\$60.00
	P054855			WATER- 335.4 TOTAL CYANIDE	\$80.00
	P054855			WATER- 420.1 PHENOLICS	\$90.00
	P054855			WATER- 1631E TOTAL MERCURY	\$120.00
	P054855			WATER- OIL & GREASE TOTAL HEM	\$200.00
COLUMBIA ELECTRIC SUPPLY		5858-736287	221563	AIR COOLED DRIVE	\$867.71
COMPLETE PEST PREVENTION INC		27375	221984	PEST CONTROL SRVCS-MARCH	\$108.60
FASTENAL COMPANY		WARIC48804	221578	STAINLESS STEEL BOLTS	\$3.26
FERRELLGAS		1086719016	221580	PROPANE-WASTEWATER	\$99.53
FISHER SCIENTIFIC COMPANY, LLC	P054968	3182343	221845	SMALL BENCHTOP CENTRIFUGE AND	\$3,854.77
	P054968			145 ML CENTRIFUGE BOTTLES, FOR	\$206.14
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$94.70
HERTZ EQUIPMENT RENTAL CORP		27908131-001	221594	SAFETY VESTS	\$53.44
HOME DEPOT CREDIT SERVICES	S016246	1083202	221596	ROUND GLIDE	\$9.75
	S016246	4040640		SHADE FOR WINDOW	\$63.93
	S016246	5040605		VINLY COVER	\$46.62
	S016246	9031273		PAINT AND SUPPLIES	\$178.89
KAMAN INDUSTRIAL TECHNOLOGIES		F109182	221865	RELIAMARK CHAIN	\$180.93
MIDWEST LABORATORIES INC	P054951	753827	221620	SHIPPING CHARGES 02/19/15	\$7.32
	P054951			SHIPPING- NEXT DAY AIR LABEL	\$50.00
	P054951			COR LANDFILL COMPOST SAMPLING	\$75.00
	P054951			SELF HAUL FEEDSTOCK- COMPOST P	\$75.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON SECURITY SERVICES INC		757330	221884	WASTEWATER MONITORING-APRIL	\$33.15
PASCO MACHINE COMPANY INC		74424	221629	TURBINE PUMP	\$4,575.35
		74603	221895	REBULD INFLUENT PUMP MOTOR	\$4,429.96
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$9.06
POLYDYNE INC	P055026	953160	221900	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
PROFESSIONAL AUTOMOTIVE PAINT DIST LLC DBA		S9-877759	221907	BASIN MIXER GASKET	\$7.41
REXEL INC DBA		G401758	221637	CONNECTORS/STEEL CORE COIL	\$73.53
		G405275	221909	LIQUIDTIGHT CONNECTOR	\$43.21
RICHLAND ACE HARDWARE		45782	222044	COPPER TUBES/UNION	\$17.34
TACOMA SCREW PRODUCTS INC		22113245	221647	STEEL FLAT STOCK	\$14.42
		22113366		CONNECTORS/MARKERS	\$7.73
		22113459		ELBOW BRASS FITTINGS	\$3.42
		22113720		STEEL ROLL PINS	\$2.22
		22114125	221923	2" BRONZE BALL VALVE	\$98.40
THERMAL SUPPLY INC		5845558	222055	COMPRESSOR	\$772.89
TIMKEN MOTOR AND CRANE SERVICES LLC DBA		0026155	221927	CIRCULATION PUMP	\$308.40
TRI CITY HERALD	S016237	15-8248	221936	NOTICE PERMIT TO DISCHARGE PER	\$326.04
	S016237	15-8349		PERMIT TO DISCHARGE #CE-IU001	\$312.99
USA BLUEBOOK		540450	221661	BOOT BRUSHES/DEWATERING PUMP	\$380.88
	P054986	589074	221941	USABB PH ELECTRODE, DJ REFILLA	\$123.75
	P054986			FREIGHT	\$7.50
	P054986	593957		FREIGHT	\$7.50
	P054986			DUAL RANGE DIAL THERMOMETER 8"	\$43.42
WA STATE DEPARTMENT OF ECOLOGY		2015- BA0020419	221945	BIOSOLIDS PERMIT-2ND HALF	\$4,914.02
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$101.81
SEWER OPERATIONS TOTAL ****					\$33,863.97
Division:	423	SEWER MAINTENANCE			
APPLIED INDUSTRIAL TECH INC		7004649634	221532	CHAIN PULLER	\$39.00
BRANOM INSTRUMENT CO	P055051	547392	221809	FREIGHT	\$9.27
	P055051			ISOLATORS FOR BATTELLE LS AUX	\$456.34
CENTRAL HOSE & FITTINGS INC		406558	221553	ADAPTERS	\$23.00
CITY OF RICHLAND		15-060 HALL	221735	BAT COURSE-TEST/SPOKANE/HALL	\$183.00
COLE DRAINS INC DBA		4621	221562	UNPLUG SHOWER DRAIN	\$271.50
FASTENERS INC		S4211276.001	221842	CUT OFF WHEELS	\$18.42
HOME DEPOT CREDIT SERVICES	S016246	2083647	221596	PICTURE HANGING STRIPS	\$38.84
MOON SECURITY SERVICES INC		757330	221884	WASTEWATER MONITORING-APRIL	\$33.15
OWEN EQUIPMENT COMPANY		00166017	222034	CAMERA PARTS VEH 3269	\$921.22
RICHLAND ACE HARDWARE		209221	221638	ROPE/FASTENERS	\$23.66
		209238		YELLOW MARKING PAINT	\$8.13
SIEMENS INDUSTRY INC	P055002	5600024064	221643	HYDRORANGERS FOR LIFT STATIONS	\$1,613.88
	P055002			HYDRORANGER 200, SIEMENS #7ML5	\$1,543.51



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SIEMENS INDUSTRY INC	P055002	5600024064	221643	FREIGHT	\$53.75
	P055002			ECHOMAX XPS-15F TRANSDUCER,	\$2,179.47
SUNBELT RENTALS INC	P054976	50980179-001	221921	GENERATOR RENTALS FOR POWER OU	\$2,541.24
	P054976			50 FT POWER CABLE RENTAL (4 CA	\$342.61
	P054976			ENVIRONMENTAL FEE	\$63.51
TACOMA SCREW PRODUCTS INC		22113033	221647	STEEL EYE BOLTS	\$43.51
THE DRAIN SURGEON		32401	221649	2008 LEE/702 WRIGHT SNAKE LINE	\$346.16
VERIZON WIRELESS		9742517524	221943	WWTP SCADA 3/20-4/19	\$105.59
WHITNEY EQUIPMENT COMPANY INC	P054874	78116	221952	PICK UP AND DELIVERY CHARGES	\$162.90
	P054874			OIL AND ENVIRONMENTAL CHARGE	\$13.03
	P054874			LABOR- 6 HOURS @ \$112 PER HOUR	\$729.79
	P054874			COLUMBIA POINT LS PUMP REBUILD	\$1,095.45
	P054874			HC N-257 HT IMPELLER KIT #769	\$2,128.78
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$1.33
SEWER MAINTENANCE TOTAL ****					\$14,990.04
WASTEWATER UTILITY FUND Total ***					\$134,562.79
FUND 404	SOLID WASTE UTILITY FUND				
Division:	432	SOLID WASTE COLLECTION			
CLAYTON WARD COMPANY	P054911	769401	221822	2015 DROP BOX RECYCLING SERVIC	\$7,000.00
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$2.88
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$21.29
SOLID WASTE COLLECTION TOTAL ****					\$7,024.17
Division:	433	SOLID WASTE DISPOSAL			
AMERICAN ROCK PRODUCTS INC	P055120	226704	221795	ROCK 5/8" O CRUSHED PICK UP	\$436.83
	P055120	226705		ROCK 5/8" O CRUSHED PICK UP	\$382.19
ARAMARK UNIFORM SERVICES INC	S016236	2/15-934962000	221533	LINEN CHARGES FOR FEBRUARY 201	\$75.10
CDW GOVERNMENT INC	P055010	TB66149	221977	STAR MICRONICS PS60A-24B1 PWR	\$23.97
	P055010	TD81608		STAR TSP74311D-24GRY SER NO PS	\$319.05
CENTRAL HOSE & FITTINGS INC		406267	221553	HOSE/CLAMPS	\$18.24
COMPLETE PEST PREVENTION INC		27511	221984	PEST CONTROL SRVCS-MARCH	\$97.74
FAIRBANKS SCALES INC		1209413	221839	SCALE MAINTENANCE	\$1,381.97
FASTENAL COMPANY		WARIC48948	221841	GREASE GUN TIPS	\$63.10
FOLLETT, LYNNE		FEBRUARY 2015	221582	FOLLETT-MILEAGE-FEB 2015	\$16.10
		MARCH 2015	221998	FOLLETT-MILEAGE MARCH 2015	\$24.15
FRONTIER	S016254	3/15-206-188-2614	221583	TELEPHONE CHARGE 3/19/15-4/18/	\$117.88
GRAINGER	S016244	9690354221	221587	DANGER SIGN ITEM #22CX20	\$137.14
MITCHELL, FRANK		FEBRUARY 2015	221621	MITCHELL-MILEAGE-FEB 2015	\$40.25
PARAMETRIX INC	P053837	01-74956	222036	2014 ENVIRONMENTAL MONITORING	\$6,880.14
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$44.04



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOLID WASTE DISPOSAL TOTAL ****					\$10,057.89
SOLID WASTE UTILITY FUND Total ***					\$17,082.06
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
HD FOWLER COMPANY INC		I3876154	221854	PVC SEWER PIPE	\$4,701.69
STORMWATER CAPITAL PROJECTS TOTAL ****					\$4,701.69
Division:	441	STORMWATER			
AMERICAN ROCK PRODUCTS INC		225598	221528	TOP COURSE GRAVEL	\$112.94
		225921	221795	ECOLOGY BLOCKS	\$130.32
BEAVER BARK & ROCK		663821	221540	CONCRETE	\$162.88
		665843		CONCRETE	\$171.16
HD FOWLER COMPANY INC		I3855511	221744	SPLIT COUPLINGS	\$75.46
HERTZ EQUIPMENT RENTAL CORP		27909530-001	221594	EXCAVATOR RENTAL 3/10-3/11/15	\$179.19
PRO BUILD COMPANY LLC		71455888	221634	SCREWS	\$11.39
REESE CONCRETE PRODUCTS MFG		54231	221636	REDUCERS/BEEHIVE	\$461.55
STORMWATER TOTAL ****					\$1,304.89
STORMWATER UTILITY FUND Total ***					\$6,006.58
FUND 407	MEDICAL SERVICES FUND				
Division:	000				
AMBULANCE REFUND		12908	221852	REFUND-AUTO INSURANCE PAID	\$680.00
		2012-01672	221890	REFUND-AUTO INSURANCE PAID	\$291.37
		2012-02417	221818	REFUND-CLAIM PAID IN FULL	\$481.09
		2012-02819	221802	REFUND-CLAIM PAID BY SECONDARY	\$73.12
		2012-03580	221852	REFUND-OVERPAID CLAIM	\$31.00
		2012-03813	221885	REFUND-SECONDARY INSURANCEPAID	\$86.64
		2013-00379	221886	REFUND-CLAIM PAID IN FULL	\$74.85
		2013-00442		REFUND-CLAIM PAID IN FULL	\$74.28
		2013-00626		REFUND-CLAIM PAID IN FULL	\$74.28
		2013-01491		REFUND-CLAIM PAID IN FULL	\$87.19
		2013-02316	221890	REFUND-VA PAID CLAIM IN FULL	\$310.06
		2013-03137	221877	REFUND-MEDICARE PAID CLAIM	\$55.00
		2013-04648	221902	REFUND-AUTO INSURANCE PAID	\$596.70
		2014-01555	221844	REFUND-INSURANCE PAID CLAIM	\$801.60
		2014-01570	221939	REFUND-OTHER INSURANCE PAID	\$76.55
		2014-01768	221903	REFUND-AUTO INSURANCE PAID	\$719.00
UNASSIGNED TOTAL ****					\$4,512.73
Division:	121	AMBULANCE			
ARROW INTERNATIONAL	P055064	92956547	221798	FREIGHT	\$18.78



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARROW INTERNATIONAL	P055064	92956547	221798	#9001, EZ-IO 25MM NEEDLE	\$550.00
	P055064			#9018, EZ-IO 15MM NEEDLE	\$550.00
	P055064			#9079, EZ-IO 45MM NEEDLE	\$550.00
COLUMBIA BASIN COLLEGE	P055101	25783	221825	ACLS/PALS FEES - WINTER '15	\$52.20
PARADISE BOTTLED WATER CO		2/15- FIRE ST 72	221628	BOTTLED WATER	\$20.32
		2/15-FIRE ST 71		BOTTLED WATER	\$37.10
		2/15-FIRE ST 73		BOTTLED WATER	\$15.75
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$184.50
U SELECT IT CORPORATION		58818316	221657	SOFTWARE MONITORING SRVCS	\$100.00
AMBULANCE TOTAL ****					\$2,078.65
MEDICAL SERVICES FUND Total ***					\$6,591.38
FUND 501	CENTRAL STORES FUND				
Division:	000				
GRAINGER	P055042	9690542106	221588	BLADE, SAWZALL 12", BI-METAL,	\$295.31
	P055042			BLADE, SAWZALL 6", BI-METAL,	\$356.29
	P055042	9690542114		BLADE, SAWZALL 8", BI-METAL,	\$459.51
HORIZON DISTRIBUTION INC	P055032	856476	221597	SEALANT, RTV SILICONE, CLEAR,	\$21.44
	P055032			ICE REMOVER, WINDSHIELD SPRAY,	\$62.55
	P055032			SOAP, HAND FAST ORANGE PUMICE,	\$97.48
	P055035	856656		BLADE, HOOK, UTILITY, 5/PKG,	\$31.93
	P055035			ADJUST SALES TAX	(\$0.01)
	P055035			FORK, MANURE 4 OVAL TINES, 48"	\$135.14
	P055035			PAINT BRUSH 3" NATURAL BRISTLE	\$14.86
	P055035			HAMMER, SLEDGE, 4LB, 16" FIBER	\$51.95
	P055035			HAMMER, CARPENTER 16OZ, CURVED	\$60.69
	P055035			GREASE GUN, PISTOL GRIP W/18"	\$65.53
	P055035			TAPE MEASURE, STEEL, 16 FT,	\$69.42
	P055035			TAPE MEASURE, STEEL, 25 FT,	\$89.49
	P055035			TAPE MEASURE, STEEL, 12 FT,	\$90.96
	P055035			SHOVEL, ROUND POINT, 48" WOOD	\$128.76
	P055035			RAKE, LEAF, 22" STEEL TINES,	\$181.14
	P055035			PAINT BRUSH 2" NATURAL BRISTLE	\$10.43
INTERLINE BRANDS INC DBA	S016230	332664481	221859	TISSUE, TOILET ROLL, 2PLY,	\$273.67
NORCO INC	P054918	15509064	221623	GLOVES, COWHIDE, X-LARGE,	\$586.44
	P054918	15544649		GLOVES, HYLITE, 4" SAFETY CUFF	\$459.77
	P054932	15544694		PAINT, MARKING, REGULAR PURPLE	\$67.77
	P054932	15632858	221889	PAINT STICK 32", WHEEL, MARKING	\$18.02
STELLAR INDUSTRIAL SUPPLY	P054979	3483901	221645	CUT-OFF WHEEL 12", 12X1/8X20MM	\$225.89
WALTER E NELSON CO	P054982	280089	221663	FUEL SURCHARGE	\$5.43
	P054982			TOWEL, ROLL, PERFORATED, 2-PLY	\$138.79



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WALTER E NELSON CO	P054982	280089	221663	TISSUE,FACIAL 2-PLY 125 SHT/BX	\$501.73
	P054982			TISSUE, TOILET LARGE ROLL 2PLY	\$1,156.59
	P054982			TOWEL, MULTI-FOLD,WHITE, 2-PLY	\$1,195.69
	P054982			TISSUE, TOILET ROLL, 2PLY,	\$1,448.29
	P054982	280523		CUP STYROFOAM, 6OZ, 25 CUPS/	\$281.49
	P054982			TOWEL, MULTI-FOLD,WHITE, 2-PLY	\$2,391.37
	P054982			TISSUE, TOILET LARGE ROLL 2PLY	\$1,156.59
	P054982			TOWEL,SINGLEFOLD, WHITE, 1-PLY	\$1,854.89

UNASSIGNED TOTAL ****

\$13,985.29

CENTRAL STORES FUND Total ***

\$13,985.29

FUND 502

EQUIPMENT MAINTENANCE FUND

Division:

214

EQUIPMENT MAINTENANCE

ARAMARK UNIFORM SERVICES INC	S016236	2/15-934962000	221533	LINEN CHARGES FOR FEBRUARY 201	\$103.25
BRAUN NORTHWEST INC		17609	221971	RECEPTACLE VEH 3238 WO 38572	\$325.47
CENTRAL HOSE & FITTINGS INC		406936	221978	HOSES VEH 7133 WO 38136	\$25.46
COAST CRANE COMPANY		DI/061699	221560	CB VALVES VEH 3253 WO 38420	\$1,499.15
COLUMBIA RIGGING CORP		25820	221981	LATCH KIT VEH 3251 WO 38620	\$161.60
COMMERCIAL TIRE INC		206738	221826	WHEEL BALANCE VEH 1205/38603	\$54.30
		206740		WHEEL BALANCE VEH 1203/38601	\$65.16
		206742		WHEEL BALANCE VEH 1202/38600	\$65.16
		206743		WHEEL BALANCE VEH 0308/38593	\$67.33
		206744		WHEEL BALANCE VEH 2408/38612	\$65.16
		206745		TIRES VEH 2406 WO 38615	\$563.98
		206748		WHEEL BALANCE VEH 1376/38610	\$65.16
		206749		WHEEL BALANCE VEH 2409/38613	\$65.16
		206750		WHEEL BALANCE VEH 2314/38614	\$67.33
		206788		WHEEL BALANCE VEH 1371/38609	\$67.33
		206790		WHEEL BALANCE VEH 1204/38602	\$65.16
		206791		PLUCK STUDS VEH 2257 WO 38607	\$114.04
		206837		WHEEL BALANCE VEH 1207/38604	\$65.16
		206838		WHEEL BALANCE VEH 1104/38596	\$65.16
		206839		WHEEL BALANCE VEH 1103/38595	\$65.16
		206841		WHEEL BALANCE VEH 1208/38605	\$65.16
		206844		TIRES VEH 4048 WO 38616	\$869.52
		206851		WHEEL BALANCE VEH 1209/38606	\$65.16
		206852		WHEEL BALANCE VEH 2327/38611	\$67.33
		206853		WHEEL BALANCE VEH 1102/38594	\$65.16
		206860	221982	TIRES VEH 3308 WO 38881	\$901.27
		206861	221826	WHEEL BALANCE VEH 1106/38597	\$65.16
		206865		WHEEL BALANCE VEH 1107/38598	\$65.16



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		206869	221826	TIRES VEH 1108 WO 38599	\$223.55
		206870		WHEEL BALANCE VEH 1368/38608	\$67.33
		206938		WHEEL BALANCE VEH 1211/38638	\$65.16
		206946		TIRES VEH 4130 WO 38640	\$345.58
		206948		REPAIR FLAT VEH 3213 WO 38639	\$45.07
		206989	221982	TIRES VEH 4048 WO 38887	\$869.52
		207104	221826	TIRES VEH 1380 WO 38634	\$710.72
		207105		TIRES VEH 1382 WO 38635	\$538.09
		207106		WHEEL BALANCE VEH 1210/38636	\$65.16
		207107		WHEEL BALANCE VEH 2410/38637	\$65.16
		207219	221982	REPAIR FLAT VEH 4048 WO 38887	\$81.34
		207230		TIRES VEH 3238 WO 38883	\$635.96
		207231		TIRES VEH 2388 WO 38884	\$690.83
		207232		ALIGNMENT VEH 3195 WO 38885	\$59.74
		207243		REPAIR FLAT VEH 3280 WO 38880	\$45.07
		207244		TIRES VEH 3287 WO 38886	\$147.94
		207592	221564	TIRES VEH 3291 WO 38737	\$3,228.38
		207593		TIRES VEH 3285 WO 38738	\$462.85
		207596		TIRES VEH 3281 WO 38739	\$1,924.91
		207860		TIRES VEH 5040 WO 38771	\$305.64
		207872		TIRES VEH 4117 WO 38773	\$315.45
		207879	221982	DISPOSAL FEE VEH 3284/38888	\$7.50
		207925	221564	TIRES VEH 3295 WO 38772	\$1,100.31
		208072	221826	WHEEL BALANCE VEH 2344/38803	\$67.33
		208079		TIRE DISPOSAL FEE VEH 2409	\$12.00
		208080		TIRE DISPOSAL FEE VEH 2410	\$12.00
		208081		TIRE DISPOSAL FEE VEH 1103	\$12.00
		208083		TIRE DISPOSAL FEE VEH 1104	\$12.00
		208130		REPAIR FLAT VEH 3175 WO 38825	\$45.07
		208217	221982	TIRES VEH 3315 WO 38872	\$247.61
		208218		DISPOSAL FEE VEH 2257 WO 38873	\$6.26
		208222		TIRES VEH 7113 WO 38874	\$674.55
		208223		TIRES VEH 3255 WO 38875	\$1,851.41
		208224		TIRES VEH 3320 WO 38866	\$1,660.62
		208225		TIRES VEH 3314 WO 38871	\$810.54
		208226		TIRES VEH 3285 WO 38870	\$412.77
		208227		TIRES VEH 3308 WO 38869	\$810.54
		208228		TIRES VEH 3315 WO 38868	\$405.27
		208229		TIRES VEH 3281 WO 38867	\$405.27
FAST SIGNS		139-50689	221577	NUMBERS VEH 4159 WO 38725	\$27.71
		139-50724		VEH NUMBERS VEH 3304 WO 38727	\$55.43



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAST SIGNS		139-50769	221840	NUMBERS VEH 3329 WO 38571	\$16.25
		139-50788		NUMBERS VEH 2436 WO 38795	\$27.71
FASTENAL COMPANY		WARIC48761	221578	CLOTH DISCS VEH 3283 WO 38729	\$116.01
FASTENERS INC		S4204274.001	221579	TIE WRAP/WASHERS	\$113.04
GENUINE AUTO GLASS OF TRI CITIES LLC		607005	221585	W/S REPAIR VEH 2403 WO 38622	\$54.30
		607006		W/S REPAIR VEH 2402 WO 38654	\$54.30
		607007		W/S REPAIR VEH 2283 WO 38655	\$54.30
		607008		W/S REPAIR VEH 2346 WO 38655	\$54.30
		607009		W/S REPAIR VEH 2341 WO 38659	\$54.30
		607010		W/S REPAIR VEH 2362 WO 38658	\$54.30
		607011		W/S REPAIR VEH 2416 WO 38657	\$54.30
		607024		W/S REPAIR VEH 2373 WO 38686	\$54.30
		607025		W/S REPAIR VEH 2385 WO 38685	\$54.30
		607026		W/S REPAIR VEH 2374 WO 38684	\$54.30
		607027		W/S REPAIR VEH 2352 WO 38682	\$54.30
		607028		W/S REPAIR VEH 2393 WO 38683	\$54.30
		607029		W/S REPAIR VEH 2358 WO 38687	\$54.30
		607030		W/S REPAIR VEH 2302 WO 38681	\$54.30
		607155	221848	WINDSHIELD VEH 6588 WO 38767	\$130.32
GROVER DYKES AUTO GROUP INC DBA		356260	221590	CONTROL UNIT VEH 5041 WO 38231	\$260.26
		356452	221853	ELEMENT VEH 5044 WO 38660	\$22.51
		574198	221590	RESET ENGINE LIGHT VEH 5043	\$119.46
HOME DEPOT CREDIT SERVICES	S016246	1083225	221596	TOOL BOX AND WOOD	\$565.80
	S016246	9041024		SHOWER PINS	\$21.27
JIM'S PACIFIC GARAGES INC		1161403	221602	PANEL VEH 3253 WO 38578	\$90.24
		1161464		ALUM PIPE VEH 3312 WO 38566	\$14.12
		1162045		DASH VALVE VEH 3204 WO 38664	\$280.36
		1162663		CONTACT COVER VEH 3255/38728	\$318.66
		1163016		RETURN TURN SWITCH VEH 3279	(\$325.20)
JT AUTOMOTIVE PARTS INC DBA		321236	221603	BATTERY (RETURNED)	\$103.17
		326828		BATTERY VEH 2363 WO 38340	\$120.69
		326828-CREDIT	221862	CREDIT DUPLICATE PAYMENT	(\$120.69)
		329000	221603	FILTERS VEH 3238 WO 38577	\$16.55
		329185		BRAKES VEH 3238 WO 38627	\$91.85
		329187		EXHAUST FLUID VEH 3332/38623	\$28.74
		329189		AIR FILTER VEH 1210 WO 38617	\$12.04
		329205		FILTERS VEH 2413 WO 38625	\$16.33
		329214		BRAKES VEH 1210 WO 38624	\$113.62
		329227		FILTERS VEH 1376 WO 38628	\$15.67
		329281		OIL SEAL VEH 3161 WO 38384	\$13.71
		329284		BRAKES VEH 1376 WO 38633	\$120.51



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		329288	221603	CIRCUIT BRKRS VEH 5039/38645	\$13.80
		329295		LUBE VEH 3222 WO 38618	\$78.68
		329305		BATTERY VEH 7134 WO 38653	\$88.17
		329307		RETURN OIL SEAL VEH 3161/38384	(\$18.80)
		329336		CONNECTOR VEH 6553 WO 38641	\$7.69
		329443		FILTERS VEH 3269 WO 38649	\$23.51
		329445		BRAKES VEH 5037 WO 38462	\$73.24
		329455		FILTERS VEH 7145 WO 37028	\$126.30
		329465		AIR FILTER VEH 7146 WO 38404	\$20.57
		329475		WHEEL COVER VEH 2364 WO 38662	\$23.88
		329487		GASKET VEH 7146 WO 38404	\$1.26
		329513		BRK CLEANER VEH 3312 WO 38566	\$32.45
		329516		WIPERBLADES VEH 3312 WO 38566	\$20.83
		329517		LED MARKERS VEH 3312 WO 38566	\$23.28
		329524		RETURN FUEL FILTER VEH 7146	(\$8.39)
		329535		CUP HOLDER VEH 3238 WO 38572	\$11.94
		329545		DURA BLEND VEH 4000 WO 38672	\$7.23
		329545-CREDIT	221862	INVOICE CHRGD TO VISA	(\$7.23)
		329546	221603	SAE 10W VEH 4000 WO 38672	\$3.31
		329550		RETURN FILTERS VEH 7152	(\$35.11)
		329559		BLOWER VEH 2272 WO 38674	\$72.90
		329612		EXHAUST FLUID VEH 7152/38678	\$28.74
		329620		EPOXY VEH 3308 WO 38477	\$20.71
		329621		WIPERBLADES VEH 2413 WO 38625	\$30.82
		329622		BRK CLEANER VEH 3244 WO 38626	\$16.22
		329623		WIPERBLADES VEH 3266/38669	\$23.87
		329626		WIPERBLADE VEH 7133 WO 38136	\$9.76
		329632		FUEL FILTER VEH 7134 WO 38711	\$3.74
		329633		HOSES VEH 7134 WO 38711	\$79.01
		329714		FILTERS VEH 2420 WO 38709	\$15.87
		329715		HEADLIGHT BULB VEH 1104/38705	\$9.56
		329768		BATTERY VEH 1107 WO 38630	\$179.32
		329799		FUEL FILTERS VEH 3247 WO 38209	\$37.21
		329802		FILTER VEH 3247 WO 38209	\$5.59
		329945		BATT CABLES VEH 3171 WO 38731	\$75.89
		329956	221862	RETURN FILTER VEH 3203/38052	(\$71.87)
		330032	221603	PIPE SEALANT VEH 3203/38721	\$15.41
		330034	221862	CONNECTOR VEH 2398 WO 38744	\$10.00
		330041		BRK CLEANER VEH 3304 WO 38727	\$73.57
		330062		BACKUP LAMPS VEH 5036/38169	\$19.29
		330119		GREASE VEH 3251 WO 38733	\$54.06



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		330123	221862	U-JOINTS VEH 3284 WO 38586	\$59.58
		330127		STARTER VEH 3325 WO 38730	\$407.24
		330135		CIRCUIT BRKRS VEH 5041/38749	\$44.16
		330138		LUBRICANT VEH 3320 WO 38736	\$50.78
		330139		RETURN CIRCUIT BRKR VEH 5041	(\$6.03)
		330178		ADAPTER VEH 4159 WO 38725	\$9.76
		330179		SPARK PLUG VEH 6513 WO 38667	\$2.44
		330191		MARKER KIT VEH 3271 WO 38758	\$15.77
		330203		U-BOLTS VEH 3291 WO 38714	\$2.85
		330206		POWER STEERING VEH 2346/38752	\$529.54
		330224		BATTERIES VEH 9500 WO 38762	\$287.88
		330283		ADAPTER VEH 2360 WO 38766	\$12.64
		330305		PINTLE HOOK VEH 2419 WO 38778	\$172.76
		330313		V-BELT VEH 7145 WO 38760	\$13.26
		330325		LAMP VEH 4128 WO 38718	\$7.53
		330348		PINION WARRANTY VEH 2346	(\$496.94)
		330441		LATCH VEH 2398 WO 38777	\$7.55
		330487		FILTERS VEH 1105 WO 38783	\$18.69
		330524		BRAKES VEH 1105 WO 38783	\$229.73
		330530		OIL FILTER VEH 3315 WO 38786	\$11.58
KOOL SHADES WINDOW TINTING	287806		221868	WINDOW TINT VEH 2440 WO 38806	\$108.60
LITHIA MOTORS	255412		221614	HARNESS A ASSY VEH 2258/38688	\$13.03
MCCURLEY CHEVROLET	359605		221618	DRIVERS SEAT VEH 2395 WO 38631	\$375.21
	359991			DOOR PANEL VEH 2408 WO 38590	\$450.39
	360130			FUEL INJECTOR VEH 2388/38592	\$233.83
	875301			DEXOS ENGINE OIL	\$1,453.07
	875878			EGR COOLER VEH 3304 WO 37512	\$969.86
	876230		221876	COMPRESSOR VEH 3271 WO 38758	\$675.39
	876453			CIRCUIT BRKR VEH 1105 WO 38813	\$14.65
	876552			FLOOR LINER VEH 2436 WO 38795	\$195.75
	876661			TS CONTROL VEH 3226 WO 38819	\$204.83
	876669			SEAL VEH 3226 WO 38819	\$22.42
MID COLUMBIA FORKLIFT INC	350011464		221880	FUEL PUMP VEH 7134 WO 38711	\$126.12
MONARCH MACHINE & TOOL CO INC	B176284		221622	PINS VEH 3212 WO 38587	\$186.12
	B176434			PACKER TRAY VEH 3283 WO 38563	\$1,954.80
	B176484			BRACKET VEH 3238 WO 38572	\$70.31
OXARC INC	63510PS		221626	WELDING WIRE VEH 3283/38447	\$65.02
PAPE' MATERIAL HANDLING	7410090		221627	GAUGE VEH 7134 WO 38711	\$113.67
	7410919			GAUGE VEH 7134 WO 38711	\$68.90
	7412318		221893	COVER VEH 7136 WO 38676	\$223.14
	7413008		221627	RETURN GAUGE VEH 7134/38711	(\$46.54)



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PETERSON PACIFIC CORP	P055108	CI-000021038	221632	GRINDER OVERHAUL AND REPAIRS A	\$49,900.39
		CI-000021469		SKIRTBOARDS VEH 7143 WO 38647	\$461.66
		CI-000021610	221899	SEAL VEH 7143 WO 38647	\$52.94
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$0.48
REXEL INC DBA		G365346	221637	TIMING SWITCH VEH 5041 WO38231	\$27.40
		G365434		EXT CORDS VEH 3238 WO 38572	\$133.07
		G366761		3WAY PLUGS VEH 3238 WO 38572	\$94.99
RMT EQUIPMENT		T06663	221911	FUEL FILTER VEH 7145 WO 37028	\$130.82
		T07328		SPRINGS VEH 6580 WO 38740	\$194.67
ROWAND MACHINERY CO		173534	221640	HYDRAULIC OIL VEH 7109/38523	\$78.19
		174576	221913	SUPPORTS VEH 7120 WO 38747	\$36.19
RUSS DEAN INC	P054716	538584	221641	PARTS & LABOR TO REPAIR FRONT,	\$36,529.45
		540095		LIGHT FIXTURE VEH 3238/38572	\$163.31
		540591		HOSE SET VEH 5040 O 38741	\$76.23
SIX STATES DISTRIBUTORS INC		06 221229	221918	MOUNT VEH 2362 WO 38787	\$92.45
SONSHINE COLLISION SERVICES INC		28631	221919	REPAIR VEH 1207 WO 35466	\$3,672.41
TACOMA SCREW PRODUCTS INC		22113218	221647	UNIONS VEH 3213 WO 38547	\$145.81
		22113371		IMPACT SOCKET VEH 3240/38554	\$25.16
		22113619		SCREWS/NUTS VEH 7143 WO 38652	\$35.02
TIM BUSH MOTOR COMPANY DBA		1191	221926	VEHICLE WASHES-MARCH	\$150.00
TIRE FACTORY INC DBA		03-105399	221650	TIRES VEH 3321 WO 38632	\$166.49
		03-105436		REPAIR FLAT VEH 2415 WO 38642	\$17.10
		03-105524		SENSOR VEH 5044 WO 38661	\$68.30
		03-105549		REPAIR FLAT VEH 2321 WO 38724	\$39.63
		03-105747	221928	ALIGNMENT VEH 2346 WO 38752	\$83.57
		03-105814		REPAIR FLAT VEH 2344 WO 38796	\$21.44
TRANSPORT EQUIPMENT CO INC DBA		PASCM7122026	221652	CORE CREDIT VEH 3312 WO 38566	(\$40.72)
		PASIN1250578	221933	CD RADIO VEH 5038 WO 38442	\$175.22
		PASIN1269072		AC HOSE VEH 3308 WO 38477	\$190.19
		PASIN1278194	221652	BRAKE KIT VEH 3312 WO 38566	\$99.10
		PASIN1279054		LS CHAMBER VEH 3280 WO 38643	\$47.36
		PASIN1280838	221933	GRILL VEH 3308 WO 38477	\$108.49
		PASIN1280838-2		6'CORD VEH 3308 WO 38477	\$22.08
		PASIN1289237		PUSH BUTTON VEH 3203 WO 38721	\$856.95
		PASIN1289291		FILTER VEH 3247 WO 38726	\$55.23
		PASIN1291130		MAIN SEAL VEH 3320 WO 38736	\$127.44
		PASIN1295534		AIR SWITCH VEH 3271 WO 38758	\$318.04
		PASIN1299860	221932	TUBING VEH 3271 WO 38758	\$28.78
TRI CITIES BATTERY & AUTO REPAIR		0102881	221935	WELDING CABLES VEH 2398/38777	\$61.55
WESTERN INTEGRATED TECHNOLOGIES INC		1417283	221667	COUPLER VEH 3253 WO 38420	\$132.39
WESTERN PETERBILT INC		H236015	221668	CLEAR MARKERS VEH 3312/38566	\$47.50



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN PETERBILT INC		H236044	221668	CIRCUIT BRKRS VEH 3240/38554	\$157.19
		H236059		STUD-SHOCK MOUNT VEH 3240	\$42.34
		H236061		AIR COOLER VEH 3282 WO 38585	\$1,564.00
		H236122	221950	PUMP ASSY VEH 3314 WO 38498	\$26.59
		H236240	221668	MARKER LAMP VEH 5036 WO 38169	\$30.82
		H236508	222062	PS PUMP VEH 3310 WO 38702	\$570.24
		H236509		GASKET VEH 3310 WO 38702	\$3.24
WESTERN STATES EQUIPMENT COMPANY		PC110295797	221669	FILTERS VEH 7143 WO 38469	\$98.04
		PC110296167		SLEEVES VEH 5033 WO 38514	\$83.68
		PC110296168		LAMPS VEH 7138 WO 38561	\$220.61
		PC110296272		ELEMENTS VEH 7138 WO 38582	\$351.77
		PC110296337		INCH SLEEVES VEH 7109/38523	\$89.52
		PC110296545		COUPLINGS VEH 3296 WO 38184	\$133.44
		PC110296880		COUPLINGS VEH 3283 WO 38629	\$18.18
		PC110297298	221951	COUPLINGS VEH 3285 WO 38405	\$272.50
		PC110297299		SLEEVES VEH 3283 WO 38703	\$98.71
		PC110297540		COUPLINGS VEH 7090 WO 38769	\$9.81
		PC110297687		HOSES VEH 3284 WO 38586	\$239.08
		WO110102352	221669	SENSORS VEH 7130 WO 38565	\$1,714.57
		WO110102741		TEMP SENSOR VEH 7138 WO 38764	\$1,408.49
WESTERN SYSTEMS & FABRICATION INC		WO110102890	221951	SENSOR VEH 6576 WO 38785	\$708.14
		10892	221670	WEAR BARS VEH 3282 WO 38263	\$218.42
		10912		ELEMENT VEH 3296 WO 38472	\$138.37
		10941		PACKER PINS VEH 3283 WO 38563	\$245.56
		9097		ELEMENTS VEH 3296 WO 38673	\$125.43
WONDRACK DISTRIBUTING INC		0454794	221954	OFF ROAD DIESEL-LANDFILL	\$4,573.63
		0751155	221672	CARD LOCK FUEL 3/16-3/22/15	\$11,639.25
		0753247	222064	CARD LOCK FUEL 3/23-3/31/15	\$17,477.06
XEROX CORPORATION		078657109	221673	W5135 CANCELLATION CREDIT	(\$115.54)
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$70.65
EQUIPMENT MAINTENANCE TOTAL ****					\$175,288.62
EQUIPMENT MAINTENANCE FUND Total ***					\$175,288.62
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division: 215	EQUIPMENT REPLACEMENT				
MCCURLEY CHEVROLET	P054889	803087	221875	SALES TAX	\$2,538.26
	P054889			LICENSE FEE	\$57.50
	P054889			SEAT CONSOLE UPGRADE	\$370.30
	P054889			ONE (1) NEW CHEVROLET 1/2 TON	\$29,144.40
ZIONS BANK	P055086	2015/PYMT 5	221674	WESTMARK BRUSH TRUCK #5042 ANN	\$44,285.98
EQUIPMENT REPLACEMENT TOTAL ****					\$76,396.44



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EQUIPMENT REPLACEMENT FUND Total ***					\$76,396.44
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
PENWELL, DAN		032615	221630	PENWELL-DOCUMENT EXCISE TAXES	\$71.19
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$67.16
TRI CITY HERALD	S016237	15-8320	221936	NOTICE OF PUBLIC HEARING 2015-	\$53.04
	S016237	15-8333		NOTICE OF PUBLIC HEARING STREE	\$56.46
WASHINGTON ASPHALT PAVEMENT ASSN		20029	221664	ASPHALT TRNG CONF-ROMERO	\$125.00
XO HOLDINGS LLC DBA		0273844018	221955	PHONE CHARGES 3/23-4/22/15	\$190.17
PW ADMIN & ENGINEERING TOTAL ****					\$563.02
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$563.02
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
MATRIX ABSENCE MANAGEMENT INC		1033837	221617	QTRLY ADMIN FEES 3/1-5/31/15	\$9,250.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$9,250.00
WORKERS COMPENSATION FUND Total ***					\$9,250.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
WA STATE DEPT OF RETIREMENT SYSTEMS		1097298	221946	2014 OASI ADMIN FEE	\$178.50
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$178.50
HEALTH CARE/BENEFITS PLAN Total ***					\$178.50
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003704011501	221675	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003504011501	221679	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000404011501	221682	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000504011501	221683	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000604011501	221684	MEDICARE PREMIUM/CLARK	\$104.90
DOWNES, DANNY		AP000005104011501	221691	MEDICARE PREMIUM/DOWNES	\$104.90
ELIASON, CURTIS		030415CE	221516	TRAVEL REIMBURSEMENT 3/5/15	\$493.12
		AP00003304011501	221693	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000904011501	221694	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP000006004011501	221695	MEDICARE PREMIUM/FERRIANS	\$104.90
HIGGINS, DENNIS DDS PS		011415JM	221518	DENTAL DOS 1/14/15	\$6.00
HOUCHIN, EARL		AP00001204011501	221698	MEDICARE PREMIUM/HOUCIN	\$104.90



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JOHNSON, NEILS E		AP00003404011501	221699	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005504011501	221700	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006204011501	221701	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		021915RL	221519	NON COVERED RX DOS 2/19/15	\$24.00
		031315RL		NON COVERED RX DOS 3/13/15	\$73.69
		AP00006404011501	221702	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001504011501	221706	MEDICARE PREMIUM/MITCHELL	\$104.90
MULROY, JAMES P		Q2-2015-MEDICARE	221708	MEDICARE PREMIUM 4/1-6/30/15	\$314.70
MURRAY, DAVID		AP00008304011501	221709	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A		AP00007604011501	221710	MEDICARE PREMIUM/MYERS ED	\$104.90
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$20.13
POLLARD, JAMES		AP00004804011501	221711	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003604011501	221712	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD		AP00008104011501	221713	MEDICARE PREMIUM/SIEMENS	\$104.90
WA STATE LEOFF EDUCATION ASN		2015 WSLEA	221789	WSLEA 2015 CONF REGISTRATIONS	\$825.00
WALGREENS PHARMACY		010215FIRE	221521	NON COVERED RX 1/2-2/27/15	\$557.85
WEST, ROYAL		AP00002004011501	221719	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007504011501	221720	MEDICARE PREMIUM/WILLIAMSON	\$104.90

FIRE PENSION TOTAL ****

\$4,617.29

FIREMAN'S PENSION Total ***

\$4,617.29

FUND 612

POLICEMEN'S PENSION

Division:

217

POLICE PENSION

ANDERSON DENTAL	020315DS	221515	DENTAL DOS 2/3/15	\$491.60
BAKER, MARSHALL R	AP00006304011501	221676	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR	AP00004904011501	221677	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY	AP00003804011501	221678	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A	AP00004204011501	221680	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE	AP00008404011501	221681	MEDICARE PREMIUM/BUSH	\$104.90
CLEAVENGER, WILL J	AP00007304011501	221685	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M	AP00007404011501	221686	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY	AP00006604011501	221687	MEDICARE PREMIUM/COUCH	\$104.90
CULTURAL DBA	AP00008204011501	221688	ASSISTED LIVING-MANUEL	\$4,500.00
DEMYER, JAMES J	AP00008004011501	221689	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE	040615GD	221991	FUNERAL EXPENSE BENEFIT	\$1,000.00
	AP00000704011501	221690	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER	AP00000804011501	221692	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M	AP00007904011501	221696	MEDICARE PREMIUM/GANLEY	\$104.90
HEASTON & THOMPSON VISION CLINIC	011315MC	221517	100259 VISION DOS 1/13/15	\$37.00
HIGGINS, FRED C	AP00007804011501	221697	HIGGINS MEDICARE PREMIUM	\$104.90
LEWIS, DAVID L	AP00004304011501	221703	MEDICARE PREMIUM/LEWIS	\$104.90



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LOHDEFINCK, RICHARD N		AP00002304011501	221704	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002504011501	221705	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007104011501	221707	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$20.14
SNYDER, RONALD K DDS		102008GT	221520	100525 DENTAL DOS 1/22/15	\$74.20
		102112GT		100525 DENTAL DOS 2/5/15	\$2.00
		102129GT		100525 DENTAL DOS 2/9/15	\$220.60
SPARKS, DAVID W		AP00005904011501	221714	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003204011501	221715	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003104011501	221716	MEDICARE PREMIUM/TURNER	\$104.90
WA STATE LEOFF EDUCATION ASN		2015 WSLEA	221789	WSLEA 2015 CONF REGISTRATIONS	\$1,100.00
WALGREENS PHARMACY		010615POLICE	221521	NON COVERED RX 1/6-2/26/15	\$398.83
WASHINGTON, CLARENCE D MD		137127RT	221522	MEDICAL DOS 1/21/15	\$27.94
WENDLAND, WALTER		020215WW	221718	N/C MEDICAL DOS 2/2-3/19/15	\$1,200.00
		030615WW	221523	HOME CARE DOS 2/21-3/6/15	\$1,210.00
		032015WW	221718	HOME CARE DOS 3/7-3/20/15	\$2,890.00
		AP00001904011501	221717	MEDICARE PREMIUM/WENDLAND	\$104.90
WILMOTH, ROD		AP00004504011501	221721	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005004011501	221722	MEDICARE PREMIUM/ZIMMERMAN	\$104.90

POLICE PENSION TOTAL ****

\$15,585.01

POLICEMEN'S PENSION Total ***

\$15,585.01

FUND 641

SOUTHEAST COMMUNICATIONS CTR

Division:

600

SECOMM OPERATIONS GENERAL

APCO INTERNATIONAL INC	279258	221531	2015 APCO MEMBERSHIP-DEGRAAF	\$69.00
AT&T LONG DISTANCE	3/15-030301072100	221799	FAX LINES 2/21-3/20/15	\$32.59
CENTURYLINK	3/15-509-624-3863	221554	GENERAL 3/16-4/16/15	\$7.31
FRONTIER	3/15-206-188-1060	221583	GENERAL 3/19-4/18/15	\$403.71
	3/15-509-628-2609	221846	GENERAL 3/25-4/24/15	\$422.79
LEGACY TELECOMMUNICATIONS INC	16148	221870	BATTERY SERVICE-COMM CENTER	\$325.58
VANGUARD CLEANING SYSTEM OF INLAND NW	50468	221942	BCES JANITORIAL SRVCS-APR	\$375.00
WASHINGTON STATE PATROL	00056728	221665	ACCESS USER FEE 1/1-3/31/15	\$5,331.00

SECOMM OPERATIONS GENERAL TOTAL ****

\$6,966.98

Division:

601

E911 OPERATIONS

APOLLO SHEET METAL INC	P055103	422070	221729	HVAC WINTER MAINTENANCE PER	\$1,416.56
BARBER, JAMES		15-109 BARBER	221537	911 FORUM/CAMP MURRAY/BARBER	\$551.28
CITY OF RICHLAND		15-068 DEGRAAF	221819	USERS CONF/SAN DIEGO/DEGRAAF	\$726.17
		15-098 TOWNE	221735	PUBLIC ED MTG/TACOMA/TOWNE	\$259.99
ENTERPRISE RENT A CAR		3/15-45WA423	221741	15-068 DEGRAAF-RENTAL CAR	\$206.42
				15-104 FOURNIER-PLANTE RENTAL	\$115.00



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENTERPRISE RENT A CAR		3/15-45WA423	221741	15-100 LETTRICK-RENTAL CAR	\$64.07
FRONTIER		3/15-253-012-0862	221846	E911 LINE 3/22-4/21/15	\$35.00
E911 OPERATIONS TOTAL ****					\$3,374.49
Division:	602	SECOMM AGENCY			
BRASHEAR ELECTRIC INC	S016119	C14-097/PYMT 1	221810	BENTON COUNTY ups REPLACEMENT	\$98,148.05
SECOMM AGENCY TOTAL ****					\$98,148.05
SOUTHEAST COMMUNICATIONS CTR Total ***					\$108,489.52
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
LEGACY TELECOMMUNICATIONS INC		16148	221870	BATTERY SERVICE-COMM CENTER	\$325.57
800 MHZ TOTAL ****					\$325.57
800 MHZ PROJECT Total ***					\$325.57
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC	P055103	422070	221729	HVAC WINTER MAINTENANCE PER	\$716.00
CHARTER COMMUNICATIONS		3/15-80070760114	221555	CABLE SERVICE 3/30-4/29/15	\$17.53
CITY OF RICHLAND		15-135 BECK	221558	STATE CIP TEAM/TACOMA/BECK	\$258.77
LEGACY TELECOMMUNICATIONS INC		16148	221870	BATTERY SERVICE-COMM CENTER	\$325.58
VANGUARD CLEANING SYSTEM OF INLAND NW		50468	221942	BCES JANITORIAL SRVCS-APR	\$125.00
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,442.88
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
APOLLO SHEET METAL INC	P055103	422070	221729	HVAC WINTER MAINTENANCE PER	\$300.00
ARROW TECH INC	P054756	19497	221534	DRDCAL-100	\$1,680.00
	P054756			SHIPPING	\$20.00
CHARTER COMMUNICATIONS		3/15-80070760114	221555	CABLE SERVICE 3/30-4/29/15	\$17.53
MID COLUMBIA ENGINEERING INC	P054796	ST007282	221619	BECKI COATS - SURVEY TAKER	\$343.20
	P054796	ST007304	221879	BECKI COATS - SURVEY TAKER	\$357.50
VANGUARD CLEANING SYSTEM OF INLAND NW		50468	221942	BCES JANITORIAL SRVCS-APR	\$125.00
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$2,843.23
Division:	622	DOE EMERGENCY PREPAREDNESS			
APOLLO SHEET METAL INC	P055103	422070	221729	HVAC WINTER MAINTENANCE PER	\$400.00
AT&T LONG DISTANCE		3/15-030301072100	221799	FAX LINES 2/21-3/20/15	\$32.60
CHARTER COMMUNICATIONS		3/15-80070760114	221555	CABLE SERVICE 3/30-4/29/15	\$17.53
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$450.13
Division:	623	JURISIDICITION			
CHARTER COMMUNICATIONS		3/15-80070760114	221555	CABLE SERVICE 3/30-4/29/15	\$42.15
PITNEY BOWES PURCHASE POWER		0215-1127-9365	221633	POSTAGE 2/1-2/28/15	\$4.07



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JURISIDICITION TOTAL ****					\$46.22
EMERGENCY MANAGEMENT Total ***					\$4,782.46
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9751	221763	Customer Refund	\$24.97
		CISPAY9752	221778	Customer Refund	\$161.88
		CISPAY9753	221752	Customer Refund	\$98.28
		CISPAY9754	221766	Customer Refund	\$113.55
		CISPAY9755	221750	Customer Refund	\$95.00
		CISPAY9756	221761	Customer Refund	\$13.05
		CISPAY9757	221733	Customer Refund	\$97.86
		CISPAY9758	221742	Customer Refund	\$91.63
		CISPAY9759	221757	Customer Refund	\$85.21
		CISPAY9760	221726	Customer Refund	\$37.66
		CISPAY9761	221747	Customer Refund	\$18.35
		CISPAY9762	221773	Customer Refund	\$23.47
		CISPAY9763	221753	Customer Refund	\$58.59
		CISPAY9764	221740	Customer Refund	\$19.36
		CISPAY9765	221790	Customer Refund	\$96.22
		CISPAY9766	221728	Customer Refund	\$131.22
		CISPAY9767	221772	Customer Refund	\$19.82
		CISPAY9768	221784	Customer Refund	\$91.16
		CISPAY9769	221762	Customer Refund	\$95.81
		CISPAY9770	221783	Customer Refund	\$34.17
		CISPAY9771	221785	Customer Refund	\$106.38
		CISPAY9772	221748	Customer Refund	\$101.12
		CISPAY9773	221731	Customer Refund	\$114.40
		CISPAY9774	221779	Customer Refund	\$37.57
		CISPAY9775	221723	Customer Refund	\$128.83
		CISPAY9776	221788	Customer Refund	\$95.10
		CISPAY9777	221791	Customer Refund	\$82.81
		CISPAY9778	221780	Customer Refund	\$103.81
		CISPAY9779	221727	Customer Refund	\$72.13
		CISPAY9780	221739	Customer Refund	\$109.73
		CISPAY9781	221730	Customer Refund	\$77.08
		CISPAY9782	221792	Customer Refund	\$123.67
		CISPAY9783	221765	Customer Refund	\$57.69
		CISPAY9784	221768	Customer Refund	\$100.83
		CISPAY9785	221754	Customer Refund	\$86.70



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9786	221767	Customer Refund	\$138.04
		CISPAY9787	221769	Customer Refund	\$11.19
		CISPAY9788	221755	Customer Refund	\$87.78
		CISPAY9789	221764	Customer Refund	\$130.91
		CISPAY9790	221732	Customer Refund	\$96.06
		CISPAY9791	221749	Customer Refund	\$94.87
		CISPAY9792	221745	Customer Refund	\$114.77
		CISPAY9793	221771	Customer Refund	\$16.45
		CISPAY9794	221751	Customer Refund	\$110.52
		CISPAY9795	221774	Customer Refund	\$21.86
		CISPAY9796	221758	Customer Refund	\$90.87
		CISPAY9797	221738	Customer Refund	\$86.30
		CISPAY9798	221737	Customer Refund	\$111.39
		CISPAY9799	221756	Customer Refund	\$67.50
		CISPAY9800	221786	Customer Refund	\$66.80
		CISPAY9801	221746	Customer Refund	\$133.10
		CISPAY9802	221776	Customer Refund	\$135.53
		CISPAY9803	221743	Customer Refund	\$41.56
		CISPAY9804	221734	Customer Refund	\$123.01
		CISPAY9805	221724	Customer Refund	\$61.69
		CISPAY9806	221736	Customer Refund	\$88.57
		CISPAY9807	221787	Customer Refund	\$279.38
		CISPAY9808	221781	Customer Refund	\$113.05
		CISPAY9809	221960	Customer Refund	\$39.25
		CISPAY9810	222017	Customer Refund	\$80.86
		CISPAY9811	222010	Customer Refund	\$11.57
		CISPAY9812	222052	Customer Refund	\$87.22
		CISPAY9813	221973	Customer Refund	\$54.96
		CISPAY9814	222049	Customer Refund	\$912.00
		CISPAY9815	222053	Customer Refund	\$35.90
		CISPAY9816	222021	Customer Refund	\$128.63
		CISPAY9817	222005	Customer Refund	\$79.87
		CISPAY9818	221966	Customer Refund	\$87.81
		CISPAY9819	222012	Customer Refund	\$108.89
		CISPAY9820	222024	Customer Refund	\$5.49
		CISPAY9821	221975	Customer Refund	\$82.64
		CISPAY9822	221974	Customer Refund	\$116.52
		CISPAY9823	222008	Customer Refund	\$54.61
		CISPAY9824	221988	Customer Refund	\$235.62
		CISPAY9825	221958	Customer Refund	\$8.75



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9826	222007	Customer Refund	\$121.61
		CISPAY9827	221990	Customer Refund	\$162.38
		CISPAY9828	222002	Customer Refund	\$1,282.65
		CISPAY9829	221993	Customer Refund	\$20.00
		CISPAY9830	222023	Customer Refund	\$61.16
		CISPAY9831	222027	Customer Refund	\$99.52
		CISPAY9832	222058	Customer Refund	\$105.09
		CISPAY9833	222018	Customer Refund	\$416.81
		CISPAY9834	222050	Customer Refund	\$351.30
		CISPAY9835	222035	Customer Refund	\$169.90
		CISPAY9836	222025	Customer Refund	\$218.27
		CISPAY9837	221969	Customer Refund	\$27.36
		CISPAY9838	221986	Customer Refund	\$180.00
		CISPAY9839	222033	Customer Refund	\$98.81
		CISPAY9840	222014	Customer Refund	\$109.06
		CISPAY9841	221996	Customer Refund	\$18.94
		CISPAY9842	222038	Customer Refund	\$78.85
		CISPAY9843	222051	Customer Refund	\$63.54
		CISPAY9844	222042	Customer Refund	\$4.58
		CISPAY9845	222013	Customer Refund	\$84.25
		CISPAY9846	221987	Customer Refund	\$106.53
		CISPAY9847	222011	Customer Refund	\$107.06
		CISPAY9848	221995	Customer Refund	\$75.74
		CISPAY9849	222054	Customer Refund	\$116.53
		CISPAY9850	221997	Customer Refund	\$76.55
		CISPAY9851	221985	Customer Refund	\$120.29
		CISPAY9852	222006	Customer Refund	\$81.82
		CISPAY9853	222037	Customer Refund	\$62.45
		CISPAY9854	222040	Customer Refund	\$128.83
		CISPAY9855	222041	Customer Refund	\$46.76
UNASSIGNED TOTAL ****					\$11,753.54
UTILITY BILL CLEARING FUND Total ***					\$11,753.54



City Of Richland

VL-1 Voucher Listing

From: 3/30/2015 To: 4/10/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
--------	-------------	----------------	---------	---------------------	----------------

Invoice Total: ****

\$2,492,922.82

Number of Invoices

Amount

Vouchers In Richland	223	\$218,159.61
Vouchers In Tri Cities	206	\$286,065.75
Vouchers In WA	305	\$1,162,682.53
Vouchers Outside WA	640	\$826,014.93
Vouchers Final Total.....	1374	\$2,492,922.82

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$263.78	0.01%
2	BENEFITS	\$35,300.25	1.42%
3	SUPPLIES	\$410,484.74	16.47%
4	OTHER SERVICES & CHARGES	\$391,937.03	15.72%
5	INTERGOVERNMENTAL SERVICES	\$19,919.87	0.8%
6	CAPITAL PROJECTS	\$1,207,591.05	48.44%
	MACHINERY & EQUIPMENT	\$130,810.56	5.25%
	REFUNDS	\$11,753.54	0.47%
9	INTERFUND SERVICES	\$819.02	0.03%
	INVENTORY PURCHASES	\$284,042.98	11.39%
	Total	\$2,492,922.82	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/21/2015

Agenda Category: Items of Business

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 87-15, Authorizing a Consultant Agreement with Vision Technology Solutions, LLC, dba Vision Internet Providers, for Website Development and Hosting Services

Department:

Assistant City Manager

Ordinance/Resolution Number:

87-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 87-15, authorizing the City Manager to sign and execute an agreement with Vision Technology Solutions, LLC, and authorize staff to make the necessary budget adjustments, for \$60,840 for website development services and \$15,600 for annual hosting and subscription services.

Summary:

The City of Richland's website was last redesigned September 2010. With advancements in technology and relevance of information available, a local government website has lifespan of approximately four years. Furthermore, the City of Richland has made significant changes to our approach to communications and marketing for City information and programming. The City would like the website to reflect this new approach in public outreach and communications. In addition, the tool sets for managing and providing information consistently across all our websites and social media will be further enhanced by this website redesign. It is anticipated that the redesign and launch of the City's new website will occur by the end of the year.

The City chose to use a cooperative purchasing arrangement for procurement of the website development services. RCW 39.34.030 allows the City to enter into cooperative purchasing arrangements with other public agencies when the best interest of the City would be served. The City of Roswell, GA conducted a RFP for website development and awarded the contract to Vision Internet. The City of Richland has entered into a Cooperative Purchasing Agreement with the City of Roswell. The solicitation, evaluation, and award process conducted by the City of Roswell meets the City of Richland's procurement requirements.

Fiscal Impact:

The total cost of the website redevelopment project is \$60,840. This project was anticipated in the 2015 budget in the Information Technology Division budget. The annual subscription and hosting services are also budgeted for in the Information Technology budget.

Attachments:

1. Proposed Resolution 87-15
2. Proposed Agreement for Website Redevelopment Services

RESOLUTION NO. 87-15

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with Vision Technology Solutions, LLC dba Vision Internet Providers for website development and hosting services.

WHEREAS, the City of Richland maintains a website to provide information to the general public regarding City services; and

WHEREAS, the City website was last updated approximately five years ago and new technology and services are available to provide enhanced navigation and information; and

WHEREAS, Vision Internet has the technology and expertise to accomplish a local government website that meets the needs of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, authorizes the City Manager to sign and execute a Consultant Agreement between the City and Vision Technology Solutions, LLC for website development and subscription services.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



creating what's next for the City of Richland

Project Name:

Project Overview

List of Services	Fees
Vision Internet Providers will perform the following services for the City of Richland: - Website Development Services - visionLive™ Subscription Services	\$60,840 \$15,600 + 5% increase

Contacts

City Project Manager

- Name: Trish Herron, Communications and Marketing Manager
- Address: 505 Swift Boulevard, Richland, WA 99352
- Phone: 509-942-7386
- Email: therron@ci.richland.wa.us
- Fax:

City Contract Contact

- Name: Cathy Robinson, Purchasing Manager
- Address: 2700 Duportail Rd., Building 200 Richland, WA 99352
- Phone: 509-942-7710
- Email: crobinson@ci.richland.wa.us
- Fax:

Vision Internet Project Manager

- Name:
- Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA 90403
- Phone: (310) 656-3100
- Email:
- Fax: (310) 656-3103

Vision Internet Contract Contact



Vision Internet Contract Contact

- Name: Contract Administrator
- Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA
- Phone: (310) 656-3100
- Email: contracts@visioninternet.com
- Fax: (310) 656-3103

terms and conditions

These Terms and Conditions (this “**Agreement**”) are made and entered into effective as of the date of the last signature below by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS (“**Contractor**”), and the customer which is a signatory hereto (“**Client**”). Client and Contractor are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

1. Services. This Agreement (which includes the Addendum(s) attached hereto) sets forth the entire terms and conditions by which Contractor will deliver and Customer will receive any and all of the services provided by Contractor, including one or more of the following: website development, shared website and database hosting, maintenance, visionLive™ subscription services, professional/support services, content delivery and/or other extra work and services (collectively, the “**Services**”) and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) attached to and incorporated into this Agreement in exchange for payment of related fees specified in such Addendum(s) and compliance with the terms and conditions of this Agreement. This Agreement, Client activities and all discussions regarding Client website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client. It is agreed that a designee of Client, Trish Herron, Communications & Marketing Manager, will be the project manager, with all decision making authority on behalf of Client, for purposes of this Agreement.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work (“**Extra Work**”). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum E-1, E-2, etc., as applicable, and billed at Contractor’s then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Documents & Data; Limited Licensing of Intellectual Property. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website; and upon payment in full, Contractor also grants a



non-exclusive, non-transferrable and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in Client's website which are prepared or caused to be prepared by Contractor under this Agreement. Notwithstanding anything to the contrary, Client understands and agrees that Contractor shall retain all rights, title, and interests in and to all other Contractor intellectual property of any kind or nature including without limitation the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components, and any other Contractor intellectual property.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that all of the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server or delivery of website files to Client ("**Completion**"), as applicable. All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. No Guarantees. Contractor does not warrant any results from the use of any web pages created, hosted and/or maintained under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot and does not guarantee any particular result. Client acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

6. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

7. Legal Use. Client agrees to use its website at all times in strict accordance with, but not limited to, all applicable laws, including local, state, and federal laws. Client hereby agrees that any text, data, graphics, or



any other material published by Client on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. Client agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. Client agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

8. Indemnity. Contractor will defend, hold harmless and indemnify Client from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees (collectively, "**Costs**"), resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

9. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Washington, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in Benton County, State of Washington, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in Benton County, State of Washington. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

11. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

12. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

13. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

14. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

15. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their



agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

16. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

17. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

19. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

20. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

22. Survival. The terms and conditions of Sections 3 (Documents & Data; Limited Licensing of Intellectual Property), 4-8 (Limited Warranty through Indemnity), 10 (Governing Law & Venue), 16 (Prevailing Party), 22 (Survival) and 25 (No Hire) shall survive any termination or expiration of this Agreement.

23. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

24. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

25. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the



annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an affiliate of Contractor or in connection with a change of control of Contractor.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the last signature date below (the "**Effective Date**").

"Client"

CITY OF RICHLAND

Signature: _____

Name: _____

Title: _____

Date: _____

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: _____

Name: David M. Nachman

Title: Chief Executive Officer

Date: _____, 2015

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Hosting Services: NA
- D Maintenance Services: NA
- E Extra Work (if and when applicable): NA



Addendum A

website development services

Included Services

Navigation Design

The Contractor will consult with Client on how best to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Contractor will deliver the following:

- › Homepage layout wireframe
- › Approved sitemap

Graphic Design

The Contractor will provide Client with two homepage design concepts for your approval. The Client will select one for implementation in the website. The Contractor will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by the Client, the Contractor will provide up to three interior page designs per standard layouts available through Contractor's template builder and visionCMS™ widget requirements. The Contractor will deliver the following:

- › Two homepage design concepts
- › Approved homepage design
- › Up to three interior page templates

Additional HTML Template

The Contractor will provide Client with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Vision Content Management System™ Interactive Components and Features

The Contractor will implement Client's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

SITE ADMINISTRATION AND SECURITY

- | | |
|----------------------------------|-------------------------------------|
| › Audit Trail Log | › Flexible Site Variable Settings |
| › Backend Content Title Search | › Image Library |
| › Backend Dashboard | › Page Template Library |
| › Broken Link Reporter | › Personal Toolbar |
| › Content Review and Publishing | › Role-Based Security |
| › Component Manager | › Scheduled Content Review |
| › Content Scheduling | › SiteMaster Template Builder |
| › Context Sensitive Online Help | › Submission Validation (reCAPTCHA) |
| › Departmental Page Restrictions | › Recycle Bin |



- | | |
|---|---|
| › Document Central | › Updated and Expired Content Reporting |
| › Drag and Drop Multiple File and Image Uploading | › Web Traffic Statistics |
| › Email Address Masking | › Widget-based Layout Options |
| › Enhanced User Interface | › Workspace |

CONTENT EDITING

- | | |
|---------------------------|-------------------|
| › Advanced WYSIWYG Editor | › Table Wizard |
| › Search and Replace | › Undo/Redo |
| › Spell Checker | › User Commenting |
| › Style Gallery | › Version Control |

ADVANCED NAVIGATION MANAGEMENT

- | | |
|---------------------------------------|----------------------------|
| › Automatic Breadcrumbs | › Navigation Control |
| › Connected Pages | › Navigation Redirect |
| › Content Categories | › Page Linking |
| › Dynamic Drop Down Menus | › Quick Links |
| › Error 404 (Page Not Found) Handling | › Single-Source Publishing |
| › External Link Splash Page | › Site Search (Google CSE) |
| › Friendly URL Redirect | › Sitemap Generator |

USER EXPERIENCE AND INTERACTIVITY

- | | |
|------------------------------|-----------------------------|
| › Business Directory | › In-page Content Editing |
| › Business Submissions | › Job Application Manager |
| › Community Spotlight | › Job Posts |
| › Dynamic Calendar System | › News |
| › Dynamic Homepage | › Online Polls |
| › Event Registrations | › RFP Posts |
| › Event Submissions | › Rotating Homepage Banners |
| › Facilities Directory | › Service Directory |
| › Facilities Reservations | › Single Sign On |
| › Feedback Form | › Staff Directory |
| › Form Builder | › Sticky News |
| › Frequently Asked Questions | |

DEPARTMENT MANAGEMENT

- › Department-Level Administration
- › Department-Level Navigation
- › Department-Level Sitemap



OUTREACH, MEDIA, AND SOCIAL NETWORKING

- › Audio and Video Embedding
- › Bookmark and Share
- › eNotification
- › Emergency Alert (site wide)
- › Facebook FeedReader
- › Forward to a Friend
- › GovTrack CRM™
- › OneClick Social Networking™
- › Photo Gallery & Slideshow
- › RSS FeedReader™
- › Social Media Feed Reader
- › Twitter FeedReader

ACCESSIBILITY

- › Automatic Alt-Tags
- › Dynamic Font Resizing
- › Dynamic Reader Download Links
- › Printer Friendly Pages
- › Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- › Active Directory Integration
- › Advanced Mega Menu (1)
- › Responsive Design with visionMobile™
- › Subsites (2) with Responsive Design

Key Component Details

Below are details on key components of the visionCMS™:

Active Directory Integration

The VCMS™ includes a user and permission system with encrypted passwords that ensures only authorized staff can login to the backend. The Client shall provide an internal server to host a web service that can be used for the website to interface with the Active Directory server. SSL is the required protocol for data communication.

Advanced Mega Menu

The Advanced Mega Menu is a fully customizable mega menu. Along with the options to define how many levels of navigation and how many columns to use like standard mega menus, the Advanced Mega Menu also allows users to add extra columns to the mega menu and place widgets in these columns. Each main navigation item mega menu is designed separately so that, for example, hovering over “About Us” would show a different mega menu with different widgets than hovering over “What’s New”. By default, all of the standard “Box” widgets can be added to the Advanced Mega Menu, such as News, Events, Staff, RFPs, FAQs, Facilities, Jobs, Businesses, and Services, as well as content area widgets, mini calendars and image widgets. More than one widget can be added to a column, stacked on top of each other.

Widget columns can be added before or after the navigation columns, not in between them. Multiple columns can be added to one mega menu. Widgets can only be added to widget columns, not to navigation columns.



Figure 1: The Advanced Mega Menu can give users extra levels of navigation and content

Responsive Design with visionMobile™

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with visionMobile™ your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.

Subsites

Subsites include a unique navigation and design that maintains a layout consistent with the main site to keep the Subsite easy to use and navigate for website visitors. However, while there will be consistency in Client's websites' layouts, the Subsite could have its own unique look and navigation structure.

A Subsite will provide the same functionality as the main City of Richland website since it will use the same backend and have the same interactive components. There is a single VCMS where all content is stored. Vision Internet will also migrate up to 25 pages of content into the Subsite; additional pages may be migrated for an additional budget. Hosting prices will vary according to which option you select. Responsive Design features are included with the Subsite. Advanced Mega Menu shall not be included in the Subsites.



Figure 2: A Subsite allows departments to develop their own individualized looks.

ementatio

n Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
Vision Stage - Initial kick-off call with Client's project manager - Survey preparation and review - Review project goals and timeline	2 – 4 Weeks
Concept Stage - Creation of Information Architecture - Create conceptual sitemap - Homepage layout wireframe	2 – 4 Weeks
Design Stage - Unique, custom graphic design - Custom icons, buttons, screen elements, and backgrounds - Homepage design comp	3 – 4 Weeks
Development Stage - Implementation of visionCMS™ - Integration of interactive components - Migration of up to 150 pages of content for the main City of Richland website - Migration of up to 25 pages of content for each Subsite	8 – 17 Weeks
Quality Assurance, Documentation, and Training Stage - Final testing - One day web-based training	2 – 3 Weeks



Implementation Step	Avg. Duration
Soft Launch & Final Launch • Move website to production server • Completed website • Website goes live	2 Weeks
Total estimated time to launch	19 – 34 Weeks

** The schedule may vary depending on additional components and participant decision times.*

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. **Price.** Contractor agrees to perform work set forth in this Addendum A for \$60,840.
2. **Payment.** Client agrees to pay Contractor as follows:
 - (a) An initial payment equal to 20% of the total cost;
 - (b) A payment equal to 20% of the total cost upon Client approval of the homepage wireframe;
 - (c) A payment equal to 20% of the total cost upon Client approval of homepage design comp;
 - (d) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor's server; and
 - (e) A payment equal to 20% of the total cost 21 days from Completion.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the **"Supported Web Browsers"**.

2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "Section 508"



guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.

3. Contractor may use any web pages developed for the Client in any of its own promotional materials as examples of its work. Client agrees that Contractor may place in the website footer an unobtrusive text link reading “Developed by Vision Internet” or the equivalent. Contractor’s footer text credit shall always be linked to a Contractor web page.

4. Client Content. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party.



Addendum B

visionLive™ subscription services

Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "**Subscription Services**") as provided below for the Client's Website, which utilizes Contractor's Vision Content Management System ("**VCMS**") developed under Addendum A. Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server 2012 R2 and shared database hosting on a Microsoft SQL Server 2012 for one (1) unique VCMS website. Websites exceeding 10GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. The shared server hosting environment is as follows: Quad-core or Hex-core processors; 10 GB–16 GB memory per hosting virtual server; VMware High Availability Configuration; RAID 50 and up Storage Area Network Configuration.

Upgrade Services. Contractor will provide Upgrade Services for improvements made to Contractor's platform which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components (as listed in Addendum A) that were developed under Addendum A or other prior agreement entered into by and between Contractor and Client.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

To receive the Upgrade Services, a non-interrupted Subscription Services Addendum must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

Support Services. Support Services is defined as technical support for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7



days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.

Redesign Services. At the conclusion of year four of uninterrupted Subscription Services, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include design themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist Client in transferring existing content into the new design.

Included Interactive Components and Features. The initial Included Interactive Components and Features pursuant to Addendum A are provided in Client's project, subject to upgrades and revisions based on Contractor's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Contractor representative at the time of the request.

Term

Contractor shall provide Subscription Services for a period of four years commencing when the website is hosted on Contractor's production server ("**Initial Term**"). With respect to the Initial Term, unless one Party has given written notice to the other Party of its intent not to renew this Addendum at least thirty (30) days prior to expiration of the Initial Term, this Addendum will continue in effect on a year-to-year basis thereafter until one Party gives written notice to the other of its intent not to renew this Addendum at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Addendum is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Addendum and the Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except for fees charged as set forth below.

Subscription Fees

Rate: \$15,600 per year payable to Contractor in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term, and any and all renewal terms. Contractor shall invoice Client annually within thirty days of start of service or any renewal term.

Additional Maintenance Terms and Conditions

1. Website Usage

(a) Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.



(b) Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed on the Client's Website. Client expressly authorizes Contractor to display those images, data, information or other items.

(c) Client shall not misuse any of Contractor's resources or cause any disruption to Contractor's business ("**Misuse**"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) Client shall not use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other parties, including but not limited to, other Contractor clients, customers or account holders or other Contractor systems. Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Contractor's services as a door or signpost to another server.

(e) Client shall not use Subscription Services in a manner in which system or network resources are unreasonably denied to other Contractor clients.

(f) Client will have password access to the VCMS through the Subscription Services. Client agrees to be responsible for keeping all passwords secure and will immediately notify Contractor if a password is lost, stolen or compromised in any way. Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Contractor.

2. The Internet. Client acknowledges that the reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Contractor makes no warranty that any systems accessed will be free of computer viruses. Client is responsible for making backup copies of their files. Client assumes all risk and liability of its use of the Internet.

Client specifically acknowledges that Contractor provides access to other systems not controlled by Contractor including, but not limited to, discussion groups, RSS feeds, websites and databases, that may contain pictures and language intended for adult audiences. Client further understands that Contractor is not responsible for any damages that may result from exposure to such material and Client agrees to hold Contractor harmless from any damages that may result.

3. Domain Name and Secure Digital Certificate. If agreed to under this Agreement, Contractor will apply for a custom domain name of Client's choosing. Contractor cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Contractor shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

4. Breach. If Client breaches any term of this Addendum and/or the Agreement, Contractor reserves the right to suspend access to the Client's Website without prior notice and may terminate this Addendum and/or the Agreement. However, if access is only suspended, Client shall remain liable for all payments due hereunder as if access had not been interrupted.

