



Agenda
City Council Regular Meeting
Tuesday, June 16, 2015
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Manhattan Project Park Update (15 minutes)
 - Pam Brown-Larsen, Hanford Communities Manager
 - David Rose, Mayor
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. Kennewick Irrigation District Drought Response (10 minutes)
 - Chuck Freeman, KID District Manager
4. CityView Video: If it Flies, it Doesn't Fly Here
 - Trish Herron, Communications and Marketing Manager
5. CityView Video: South George Washington Way Project
 - Trish Herron, Communications and Marketing Manager

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

6. 2016 - 2021 Six-Year Transportation Improvement Program (TIP) - Resolution No. 118-15
 - Pete Rogalsky, Public Works Director

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

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

Minutes:

7. Adopt the Minutes of the Council Meeting held June 2, 2015
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 32-15, Relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Designating the City as a Hybrid Entity
 - Heather Kintzley, City Attorney
9. Ordinance No. 33-15, Amending RMC Title I: General Provisions
 - Heather Kintzley, City Attorney
10. Ordinance No. 34-15, Amending the Zoning Classification on .6 Acres from R-2 to C-3 for Property Located at 1552 Georgia Avenue - Clifford Thorn Applicant (Closed Record)
 - Rick Simon, Development Services Manager
11. Ordinance No. 36-15, Amending RMC Title 19: Development Regulation Administration by providing for Hearing Examiner Review of Plat Alterations
 - Rick Simon, Development Services Manager
12. Ordinance No. 37-15, Amending the 2015 Budget to Provide for Additional Appropriations in the General Fund
 - Chris Skinner, Police Services Director

Resolutions – Adoption:

13. Resolution No. 98-15, Authorizing an Amended and Restated Real Estate Option Agreement with North Stone Richland, LLC
 - Jon Amundson, Assistant City Manager
14. Resolution No. 110-15, Authorizing the City Manager to Sign and Execute an Agreement with Wildlands, Inc. for \$121,128.10 for Completion of the Amon Basin Revegetation Project
 - Pete Rogalsky, Public Works Director
15. Resolution No. 114-15, Authorizing an Interlocal Cooperative Agreement with the Port of Kennewick for Construction of a Parking Lot at Trailhead Park
 - Joe Schiessl, Parks and Public Facilities Director
16. Resolution No. 115-15, Establishing a Public Hearing Date to Consider the Proposed Premiere Columbia Properties Annexation
 - Rick Simon, Development Services Manager
17. Resolution No. 116-15, Appointment to the Economic Development Committee: Craig MacDonald
 - Heather Kintzley, City Attorney
18. Resolution No. 117-15, Amending the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Badger Mountain South Master Planned Community
 - Rick Simon, Development Services Manager
19. Resolution No. 118-15, Adopting the 2016 - 2021 Six-year Transportation Improvement Program (TIP)
 - Pete Rogalsky, Public Works Director
20. Resolution No. 119-15, Authorizing the Circulation of a Petition for the Proposed Whitfield Annexation
 - Rick Simon, Development Services Manager

21. Resolution No. 120-15, Rejecting Bid for the HAPO Community Stage at John Dam Plaza
 - Phil Pinard, Planning and Capital Projects Manager
22. Resolution No. 121-15, Expressing Appreciation to Qu Yi for Service on the Economic Development Committee
 - Heather Kintzley, City Attorney
23. Resolution No. 122-15, Expressing Appreciation to Charles M. Lowery for Service on the Code Enforcement Board
 - Heather Kintzley, City Attorney

Items for Approval:

24. Authorize Council Travel for Mayor David Rose and Council Member Bob Thompson
 - Cindy Johnson, City Manager

Expenditures - Approval:

25. Expenditures from May 25, 2015 - June 2, 2015, for \$4,459,453.51 including Check Nos. 223442-223711, and Wire Nos. 5912-5917
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Manhattan Project Park Update (15 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

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: 06/16/2015

Agenda Category: Presentations

Key Element:

Subject:

Kennewick Irrigation District Drought Response (10 minutes)

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Presentations

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

CityView Video: If it Flies, it Doesn't Fly Here

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: South George Washington Way Project

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

2016 - 2021 Six-Year Transportation Improvement Program (TIP) - Resolution No. 118-15

Department:

Public Works

Ordinance/Resolution Number:

118-15

Document Type:

Resolution

Recommended Motion:

None.

Summary:

A public hearing will be held to receive testimony on Resolution No. 118-15 adopting the 2016 - 2021 Transportation Improvement Program.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Adopt the Minutes of the Council Meeting held June 2, 2015

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on June 2, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft June 2, 2016 Council Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, June 2, 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 Christensen and Jones were present.

Also present were City Manager Johnson, City Attorney Kintzley, Public Works Director Rogalsky and Deputy City Clerk Barham.

Discussion of Meeting Agenda Items:

1. South George Washington Way Improvements - Public Outreach Program (15 minutes)
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky provided a status report for the next steps to south George Washington Way (GWW) improvements. He advised Council that the design concepts have been narrowed down to three designs that were reviewed and approved by both the Federal Highway Administration (FHA) and the Washington State Department of Transportation (WSDOT). He provided a brief overview of the three designs and stated that an "Open House" for the public is scheduled for Thursday, June 11, 2015 from 5 to 7 p.m. at the Community Center. He also explained the marketing efforts underway for an open house, for on-going communications with the general public and the property owners located on or near south George Washington Way.

Council and Mr. Rogalsky briefly discussed the designs and the scheduled open house.

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

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

Regular Meeting:

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

Welcome and Roll Call:

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

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

Also present were City Manager Johnson, Community Development Director Jensen, City Attorney Kintzley, Administrative Services Director Koch, Fire and Emergency Services Director Huntington, Police Services Director Skinner, Public Works Director Rogalsky, Parks and Public Facilities Director Schiessl, and Deputy City Clerk Barham.

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO EXCUSE COUNCIL MEMBERS ANDERSON, KENT AND THOMPSON. THE MOTION CARRIED 4-0.

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 4-0.

Presentations:

3. New Hire and Retirements
 - Allison Jubb, Human Resources Director

Ms. Jubb first expressed appreciation to three staff retiring from the Richland Fire and Emergency Services Department, which included Battalion Chief and Fire Marshal Kurt Hubele with 36 years of experience; Deputy Fire Marshal Rick Shively with 35 years of experience; and Fire Fighter Steve Richardson with 25 years of experience.

Next, Ms. Jubb introduced newly hired Community Development Director Kerwin Jensen. He comes from the City of Montrose, Colorado where he was the Community Development Director for 13 years. While he was there, Montrose was named the "All America City" by the National League of Cities in 2013. He brings 26 years of experience of municipal government with him to the City of Richland.

4. Kennewick Irrigation District (KID) Drought Response (10 minutes)
 - Chuck Freeman, KID District Manager

Mr. Freeman was unable to attend the meeting. However, Mr. Freeman plans to provide his report at the June 16, 2015, Council meeting.

Public Hearing:

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

5. Proposed 2015-2016 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild (SEWTG) - Resolution No. 100-15
 - Allison Jubb, Human Resources Director

Ms. Jubb provided a brief summary stating that the City entered into negotiations with the SEWTG, which represents approximately 29 City employees. The SEWTG members ratified the proposed agreement on May 14, 2015. The proposed agreement is for a two-year period and includes various language changes that require the union to adopt certain City policies and change work practices. It also includes a total compensation package within the approved Council parameters.

Mayor Rose opened the public hearing at 7:38 pm and closed at 7:39 p.m.

Public Comments:

The Honorable Representative Larry Haler briefly discussed the Washington State Budget process including the proposed transportation budget. He also thanked City staff for assistance this past summer in supplying information to him to sponsor a bill for changing the medical doctors residency program within the State of Washington; which also includes a loan forgiveness option for doctors that elect to stay in a rural area for an additional three to four years upon completion of their residency requirements.

Consent Calendar:

Deputy City Clerk Barham read the Consent items.

Minutes:

6. Adopt the Minutes of the Council Meeting(s) held May 19 and 26, 2015
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

7. Ordinance No. 25-15, Amending the 2015 Budget to Provide for Additional Appropriations in the City's Community Development Block Grant (CDBG), HOME, Streets Capital Construction, and Park Project Construction Funds
 - Kerwin Jensen, Community Development Director
8. Ordinance No. 27-15, Amending the 2015 Budget for the Industrial Development Fund
 - Jon Amundson, Assistant City Manager
9. Ordinance No. 28-15, Amending RMC Title 2: Creating a Section Relating to Notice of Civil Trespass
 - Heather Kintzley, City Attorney
10. Ordinance No. 29-15, Amending RMC Chapter 2.20 Regarding Duties of the Code Enforcement Board
 - Heather Kintzley, City Attorney
11. Ordinance No. 30-15, Relating to the Duration of Parking in Municipal Parking Lots
 - Joe Schiessl, Parks and Public Facilities Director

12. Ordinance No. 31-15, Sale of Unlimited Tax General Obligation (UTGO) Bonds to Refund the 2005 and 2007 UTGO Bonds
- Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

13. Resolution No. 85-15, Authorizing Consulting Agreement No. 124-15 with EES Consulting, Inc. for Power Resource Planning
- Bob Hammond, Energy Services Director
14. Resolution No. 92-15, Authorizing an Agreement with TRIDEC for Economic Development Services
- Brian Moore, Redevelopment Project Supervisor
15. Resolution No. 100-15, Proposed 2015-2016 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild
- Allison Jubb, Human Resources Director
16. Resolution No. 106-15, Accepting the Hayden Homes Donation of \$2,600 to the Richland Police Department
- Chris Skinner, Police Services Director
17. Resolution No. 108-15, Authorizing Addendum No. 2 to the Infrastructure Improvement Agreement with SMI Group XV, LLC for Smartpark Street
- Pete Rogalsky, Public Works Director
18. Resolution No. 109-15, Authorizing Purchase and Sales Agreements for Duportail Bridge Right-of-Way Property
- Pete Rogalsky, Public Works Director
19. Resolution No. 113-15, Approving Submittal of TIGER Grant Application for Duportail Bridge Project Funding
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

20. Expenditures from May 11, 2015 - May 22, 2015 for \$4,888,303.97 including Check Nos. 222943-223441, Wire Nos. 5906-5911, Payroll Check Nos. 99975-99994, and Payroll Wire/ACH Nos. 8987-9001
- Cathleen Koch, Administrative Services Director

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 4-0.

Items of Business:

No items of business were presented.

Reports and Comments:

1. City Manager:

Ms. Johnson welcomed Mr. Jensen to the City. One of his first major projects will be working on the riverfront vision with other key directors.

2. Council Members:

Council Member Christensen welcomed Mr. Jensen. He also thanked Richland Police Services staff for handling vandalism that took place with the Hayden Homes. He cooked hamburgers at the Washington State 1A Softball Tournament at the Columbia Play Field the past weekend. He stated the parking lot improvements were awesome and the lot was filled along with the high school and other private business parking lots. He also reiterated the positive comments about the area and the fabulous facility. He recommended marketing that sports facility for future tournaments.

Mayor Pro Tem Lemley attended the 43rd Memorial Day program at Sunset Gardens in Richland, WA. On May 27, 2015, he attended the annual State of the Cities luncheon. He commented on a new business, Lohman Helicopter, located at the Richland Airport. On May 29 he attended a ribbon cutting at U.S. World Class TaeKwondo and the City of Richland Firefighters annual banquet honoring the recent retirees, firefighter of the year, EMT of the year and officer of the year. Lastly, he attended the annual pancake breakfast benefiting the Sexual Assault Response Center (SARC).

3. Mayor:

Mayor Rose commented on all the activities scheduled in Richland this coming weekend, which included: Live at 5 at John Dam Plaza, several high school graduations, and the first farmers market of the season located at the Parkway. Through Chief Skinner, he reminded everyone that pedestrians always have the right-of-way and to be watchful for them.

Adjournment:

Mayor Rose adjourned the meeting at 7:57 p.m.

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 32-15, Relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Designating the City as a Hybrid Entity

Department:
City Attorney

Ordinance/Resolution Number:
32-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 32-15, Relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Designating the City of Richland as a Hybrid Entity

Summary:

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires all "covered entities" to implement privacy and security standards to safeguard protected health information. The City engages in a number of functions that, standing alone, would qualify as "covered entities" as that term is defined under federal law. For this reason, the City is required to comply with HIPAA.

The HIPAA Privacy Rule permits an entity, such as a municipality, to separate its "covered entity" functions from its "non-covered entity" functions so that only the "covered entity" functions are required to comply with the HIPAA regulations. This is known as "hybrid entity" status. By adopting "hybrid entity" status, the City can greatly reduce its training obligations, and minimize its potential for exposure with regard to overall HIPAA compliance.

Proposed Ordinance No. 32-15 will designate the City as a hybrid entity, identify health care components within the City, identify privacy and security officers for HIPAA compliance, identify business associate components within the City, and authorize execution of the agreements necessary to achieve and maintain full HIPAA compliance. All of these actions are required by federal law.

Staff recommends approval, for first reading by title only, of Ordinance No. 32-15.

Fiscal Impact: None, except that some staff time will be involved in implementing the privacy and security standards.

Attachments:

- I. Proposed Ordinance

ORDINANCE NO. 32-15

AN ORDINANCE of the City of Richland regarding the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91 (hereinafter HIPAA); providing for compliance by the City with both the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the Privacy Rule) and the HIPAA Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and C (the Security Rule); designating the City's Hybrid Entity Health Care Components; designating the City's Business Associate Components, and requiring Business Associate Components to meet certain requirements of the Privacy Rule and Security Rule; appointing the City Privacy Officer and the Privacy Officers for each of the designated Health Care Components; appointing the City Security Officer and the Security Officers for each of the designated Health Care Components; authorizing the Health Care Component Privacy Officers to enter into Business Associate Agreements in compliance with the Privacy Rule and the Security Rule, and to enter into all other agreements required for compliance with the Privacy Rule and the Security Rule; and providing for a severability clause.

WHEREAS, the HIPAA Privacy Rule and the Security Rule impose privacy and security standards and requirements upon Covered Entities, which are health plans, health care clearing houses, and health care providers that transmit any health information in electronic form in connection with standard transactions within the scope of HIPAA, as defined under 45 C.F.R. § 160.103 of the Privacy Rule; and

WHEREAS, the City, a municipal corporation under the laws of the State of Washington, is a single legal entity which does not function primarily as a Covered Entity; and

WHEREAS, while most City departments, offices and divisions do not perform Covered Entity functions that are covered by the Privacy Rule and the Security Rule, there are certain City departments or offices, or divisions thereof, and the City's self-insured group health plan(s) that perform such covered functions, and therefore, the City is a Covered Entity that is subject to the Privacy Rule and the Security Rule; and

WHEREAS, with the designation of City Health Care Components, the City comes within the definition of Hybrid Entity under the provisions of 45 C.F.R. § 164.105; and

WHEREAS, a City Health Care Component that discloses Protected Health Information to a non-City entity that provides services to or acts on behalf of the Health

Care Component must require that the non-City entity enter into a Business Associate Agreement with the City for its Health Care Component in compliance with the Privacy Rule and the Security Rule; and

WHEREAS, when a City Health Care Component discloses Protected Health Information to another City department, office, or division thereof, that would constitute a Business Associate capacity if such entities were separate and distinct, such other City department, office, or division thereof, herein designated as a City Business Associate Component must comply with certain requirements of the Privacy Rule and the Security Rule.

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

Section 1. Definitions. The definitions of terms set forth in the HIPAA Privacy Rule and the Security Rule are adopted and incorporated herein by reference as if fully set forth; unless otherwise defined herein, the terms used in this ordinance shall have the same definitions as those set forth in the Privacy Rule and the Security Rule.

Section 2. Health Care Component Designation for Hybrid Entity.

A. A City department or office, or division thereof, and the City's self-insured group health plan(s) that performs a Covered Entity function under the Privacy Rule and the Security Rule shall be designated a Health Care Component of the City. The following City departments or offices, or divisions thereof, and the City's self-insured group health plan(s) are each hereby designated as a Health Care Component of the City:

1. The Fire Department's Emergency Medical Services Division;
2. The City's self-insured group health plan(s);
3. The Firemen's Pension Board; and
4. The Police Relief and Pension Board.

B. The City Council may, by resolution, amend the designation of the City Health Care Components by adding or removing a City department, office, and any division thereof, or self-insured group health plan to or from such designation.

Section 3. City Responsibility for Compliance with the Privacy Rule and the Security Rule.

A. Notwithstanding the designation of the City Health Care Components herein, the City shall be ultimately responsible for developing policies and procedures to ensure compliance with the Privacy Rule and the Security

Rule, and shall be ultimately responsible for activities related to compliance with and enforcement of the Privacy Rule and the Security Rule.

- B. A Health Care Component shall not disclose any Protected Health Information or HIPAA-required documentation which it receives or maintains to another City department, office, or division thereof, if such disclosure would be prohibited by the Privacy Rule or the Security Rule if the Health Care Component and such other City department, office, or division thereof were separate and distinct legal entities.

Section 4. Privacy Officers.

- A. The Human Resources Director is hereby designated as the City Privacy Officer to implement and coordinate the City's compliance with the Privacy Rule, and to provide guidance to the Health Care Components.
- B. Each Health Care Component shall have a designated Privacy Officer. The Fire and Emergency Services Director shall serve as the Privacy Officer for the Emergency Medical Services Division. The Human Resources Director shall serve as the Privacy Officer for the City's self-insured group health plan(s). The Administrative Services Director shall serve as the Privacy Officer for the Firemen's Pension Board and the Police Relief and Pension Board. A Health Care Component Privacy Officer may appoint an employee of the Health Care Component to assist in the performance of the Privacy Officer's responsibilities set forth herein.
- C. The City Council may, by resolution, amend the designation of a Health Care Component Privacy Officer. For the designation of any additional City Health Care Component as provided for under Section 2 hereof, the City Council shall also designate the City official who shall serve as the Privacy Officer for that Health Care Component and assign the responsibilities set forth in this Section 4.
- D. Each Health Care Component Privacy Officer has the following responsibilities:
 - 1. In coordination with the City Privacy Officer and the City Attorney, develop written policies and procedures for the Health Care Component as required by the Privacy Rule, and update said policies as necessary;
 - 2. Receive, process, and respond to requests for or regarding Protected Health Information received or used by the Health Care Component;

3. Serve as the Compliance Officer for the Health Care Component; and
4. Implement the Privacy Rule policies and procedures of the Health Care Component.

Section 5. Security Officers.

- A. The Information Technology Manager is hereby designated as the City Security Officer to implement and coordinate the City's compliance with the Security Rule.
- B. Each Health Care Component shall have a designated Security Officer. The Fire and Emergency Services Director shall serve as the Security Officer for the Emergency Medical Services Division. The Human Resources Director shall serve as the Security Officer for the City's self-insured group health plan(s). The Administrative Services Director shall serve as the Security Officer for the Firemen's Pension Board and the Police Relief and Pension Board. A Health Care Component Security Officer may appoint an employee of the Health Care Component to assist in the performance of the Security Officer's responsibilities set forth herein.
- C. The City Council may, by resolution, amend the designation of a Health Care Component Security Officer. For the designation of any additional City Health Care Component as provided for under Section 2 hereof, the City Council shall also designate the City official who shall serve as the Security Officer for that Health Care Component and assign the responsibilities set forth in this Section 5.
- D. Each Health Care Component Security Officer has the following responsibilities:
 1. In coordination with the City Security Officer, the City Privacy Officer, and the City Attorney, develop written policies and procedures for the Health Care Component as required by the Security Rule and update said policies as necessary; and
 2. Implement the Security Rule policies and procedures of the Health Care Component.

Section 6. City Business Associate Components.

- A. Any City department, office, or division thereof that receives Protected Health Information from a Health Care Component in providing services or performing activities and functions that would be in the capacity of a Business Associate if such City department, office, or division thereof were

a separate and distinct legal entity, is hereby designated a Business Associate Component of the City's Hybrid Entity.

B. Pursuant to 45 C.F.R. 164.504(e), each Business Associate Component shall meet the following requirements of the Privacy Rule:

1. Establish permitted uses and disclosures of Protected Health Information received by each Business Associate Component in compliance with the Privacy Rule;
2. Use and apply appropriate safeguards to prevent any use or disclosure of Protected Health Information not permitted by the Health Care Component under the Privacy Rule;
3. Report to the Health Care Component and the City Privacy Officer any use or disclosure of the Protected Health Information of which it becomes aware that is not permitted by the Health Care Component under the Privacy Rule;
4. Ensure that any party to whom the Business Associate Component provides Protected Health Information received from, or created or received by the Business Associate Component on behalf of the Health Care Component, agrees to the same restrictions and conditions that apply to the Business Associate Component with respect to the Protected Health Information;
5. Make available Protected Health Information in accordance with 45 C.F.R. § 164.524;
6. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. 164.526;
7. Make available the information required to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate Component on behalf of the Health Care Component available to the United States Secretary of Health and Human Services for purposes of determining compliance with the Privacy Rule; and
9. Upon completion of the services to or activities on behalf of the Health Care Component, if feasible, return or destroy all Protected Health Information received from, or created or received by the

Business Associate Component on behalf of, the Health Care Component that is maintained in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the privacy protections established and as required by the Privacy Rule and limit further uses and disclosure to those purposes that make the return or destruction of the Protected Health Information infeasible.

C. Pursuant to 45 C.F.R. § 164.314(a), each Business Associate Component shall meet the following requirements of the Security Rule:

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Health Care Component as required by the Security Rule;
2. Ensure that any party to whom the Business Associate Component provides Electronic Protected Health Information received from, or created or received by the Business Associate Component on behalf of the Health Care Component agrees to implement reasonable and appropriate safeguards to protect it; and
3. Report to the Health Care Component any security incident of which it becomes aware.

D. The City of Richland Finance Division, City Attorney's Office, and Information Technology Division are each hereby designated a City Business Associate Component to the extent that each provides services to or performs activities on behalf of a Health Care Component that would be in the capacity of a Business Associate as defined under 45 C.F.R. § 160.103 of the Privacy Rule if such City components were separate and distinct legal entities.

E. The City Council may, by resolution, amend the designation of City departments, offices, or divisions thereof as City Business Associate Components by adding or removing a City department, office, or division to or from such designation.

Section 7. Contract Authorization. Each Health Care Component Privacy Officer, with approval of the City Manager, is hereby authorized to enter into Business Associate Agreements necessary to comply with the Privacy Rule and the Security Rule and, with approval of the City Manager, to enter into all other agreements required by the Privacy Rule and the Security Rule, including but not limited to trading partner agreements and confidentiality agreements.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 33-15, Amending RMC Title I: General Provisions

Department:
City Attorney

Ordinance/Resolution Number:
33-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 33-15, Amending RMC Title I: General Provisions.

Summary:

The City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community. Many such RMC amendments come before Council as "housekeeping" changes meant to bring the RMC into alignment with the present day operational needs of the City.

On May 25, 1959, Richland City Council passed Ordinance No. 46 which codified business hours for the City. Currently, under the Richland Municipal Code, all city offices shall be open for the transaction of business from 8:00 a.m. to 5:00 p.m. of each business day from Monday through Friday, except holidays. On Saturdays all offices except the police department may be closed.

Since 1959, the scope of services provided by the City has grown significantly, and the different departments within the City have need for varying hours and flexibility in accommodating access by the public. RMC Section 1.20.010 does not currently provide the flexibility necessary to allow the City to accommodate the business needs of the various City departments and the public, or to adequately respond to safety situations when closure of city facilities would be prudent.

Proposed Ordinance No. 33-15 will authorize the City Manager to determine business hours for various City departments, and requires that the public be reasonably notified of the City's hours of operation. Proposed Ordinance No. 33-15 also authorizes the City Manager, in his or her discretion, to close any City facility when necessary for safety, staffing, or business-related reasons. This authority is consistent with RCW 35.18.060, which provides that the City Manager shall have general supervision over the administrative affairs of the municipality in a Council-City Manager form of government.

Staff recommends approval of Ordinance No. 33-15 for first reading by title only.

Fiscal Impact:

None.

Attachments:

I. Proposed Ordinance No. 33-15

ORDINANCE NO. 33-15

AN ORDINANCE of the City of Richland amending
Title 1: General Provisions, of the Richland Municipal Code,
relating to City office hours.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community; and

WHEREAS, on May 25, 1959, Richland City Council passed Ordinance No. 46 implementing RMC Chapter 1.20: City Office Hours, related to the hours of operation for City departments; and

WHEREAS, pursuant to RCW 35.18.060, the City Manager has general supervision over the administrative affairs of the municipality under the Council-City Manager form of government, which is the form of government utilized by the City of Richland; and

WHEREAS, since 1956, the scope of services provided by the City have grown significantly, and the different departments within the City have need for varying office hours and flexibility in accommodating access by the public; and

WHEREAS, RMC 1.20.010 does not currently provide the flexibility necessary to allow the City to accommodate the business needs of the various City departments and the public, or to adequately respond to safety situations.

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

Section 1. RMC 1.20.010, Office hours, as enacted by Ordinance No. 46, shall be amended to read as follows:

1.20.010 Office Hours

~~All city offices shall be open for the transaction of business from 8:00 a.m. to 5:00 p.m. of each business day from Monday through Friday, except holidays. On Saturdays all offices except the police department may be closed.~~ Hours of operation for each City department shall be determined by the City Manager and adequately posted so as to provide reasonable notice to the public. The City Manager may, in his or her discretion, determine to close any City facility when necessary for safety, staffing, or business-related reasons.
[Ord. 46 § 1.01].

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 34-15, Amending the Zoning Classification on .6 Acres from R-2 to C-3 for Property Located at 1552 Georgia Avenue - Clifford Thorn Applicant (Closed Record)

Department:

Community & Development Services

Ordinance/Resolution Number:

34-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 34-15 Amending the Zoning Classification on .6 Acres from R-2 to C-3 for Property Located at 1552 Georgia Avenue.

Summary:

Clifford and Haley Thorn have applied to change the zoning on a .6-acre parcel from R-2 Medium Density Residential to C-3 General Commercial on property located at 1552 Georgia Avenue. The Richland Hearing Examiner held a public hearing on May 7, 2015, and has issued a written decision recommending approval of the requested rezone. Staff also prepared a report for the Examiner recommending approval of the application.

Staff has prepared, for first reading by title only, Ordinance No. 34-15 for Council's consideration. This proposed ordinance would implement the Hearing Examiner's recommendation.

Fiscal Impact:

Redevelopment of the property for commercial uses will increase the property taxes generated from this parcel.

Attachments:

1. Proposed Ordinance No. 34-15
2. Hearing Examiner Recommendation
3. Staff Report to the Hearings Examiner

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 34-15

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending Title 23 of the Richland Municipal Code and the Official Zoning Map of the City by amending Sectional Map No. 37 so as to change the zoning on a .6 acre parcel from R-2 Medium Density to C-3 General Business for property located 1552 Georgia Avenue. [Clifford & Haley Thorn]

WHEREAS, on May 7, 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

WHEREAS, following the May 7, 2015 public hearing, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the May 7, 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. 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 General Business (C-3) when consideration is given to the interest of the general public.

Section 2. The following property, more particularly described as follows, is rezoned from Medium Density Residential (R-2) to General Business (C-3):

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 200 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 155 FEET; THENCE SOUTH TO THE NORTH RIGHT-OF-WAY LINE OF THE STATE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

Section 3. Title 23 of the City of Richland Municipal Code (RMC) 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. 37 which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 37 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 4. 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. 37, duly certified by the Clerk as a true copy.

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

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

DAVID W. ROSE
Mayor

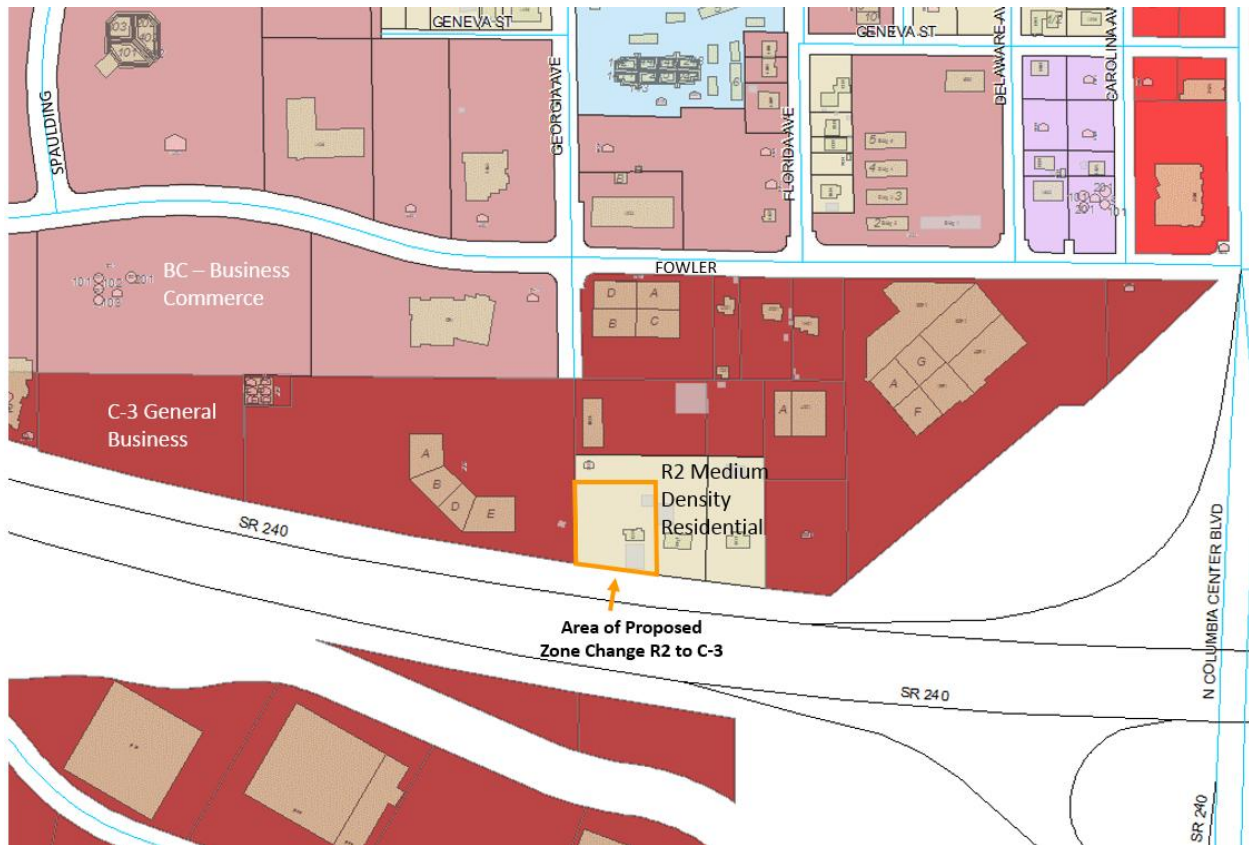
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



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

Regarding the Application to Rezone a
0.6 acre site located within the Island
View Subarea from R-2 (Medium
Density Residential) to C-3 (General
Business), submitted by the property
owners

Clifford and Hayley Thorn,
Applicants,

*(The site is located where Georgia Street alignment would
run roughly perpendicular to SR 240, addressed as 1552
Georgia Avenue, in the City of Richland)*

File No. Z2015-102

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The applicants have met their burden of proof to demonstrate that their rezone application merits approval. The site is already designated as Commercial under the City's Comprehensive Plan, and the current "Single Family Overlay" applicable to the subject property is only intended to remain until property owners bring forward an application, such as the one at issue in this matter, to change the property's zoning to the designation contained in the City's Island View Subarea Plan. There was no opposition, and no environmental or other special development limitations appear warranted. Accordingly, the undersigned Examiner recommends APPROVAL by the Richland City Council.

II. BACKGROUND and APPLICABLE LAW.

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.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: THORN REZONE
APPLICATION TO CHANGE A SITE LOCATED
WITHIN THE ISLAND VIEW SUBAREA FROM R-2
(MEDIUM DENSITY RESIDENTIAL) TO C-3
(GENERAL COMMERCIAL), FILE NO. Z2015-102**

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RICHLAND, WASHINGTON 99352

1 *See* Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a
2 Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue
3 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).

4 The applicant bears the burden of proof to show that its application conforms to the
5 relevant elements of the city’s development regulations and comprehensive plan, and that
6 any significant adverse environmental impacts have been adequately addressed. RMC
7 19.60.060. And, because a site-specific rezone application is a Type III matter, the City’s
8 code mandates that a concurrency review must be undertaken to determine the
9 transportation impacts (if any) that could be created by the proposed action. RMC
10 19.50.010(C). Here, the applicants are not proposing a substantial change to existing
11 structures or uses on the site, but any future modifications that would increase intensity of
12 uses or scale of buildings would include a full review of potential transportation system
13 impacts.

14 Because the subject site is located within part of the Island View Subarea where a
15 Single Family Overlay designation applies, the pending application is covered by LU Goal
16 10 of the City’s Comprehensive Plan, which requires rezone applicants to demonstrate that
17 the site proposed for change: a) is large enough to support redevelopment for non-single
18 family residential land uses; and b) will have sufficient access to city streets and utility
19 systems to support redevelopment.

20 Finally, Washington Courts apply three basic rules when reviewing appeals of
21 rezone applications: (1) there is no presumption favoring the rezone request; (2) the
22 proponent of a rezone must demonstrate that there has been a change of circumstances since
23 the original zoning, PROVIDED if a proposed rezone implements the policies of a
24 comprehensive plan, a showing of changed circumstances is usually not required¹; and (3)
25 the rezone must have a substantial relationship to the public health, safety, morals, or
26 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).

23 ¹ *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App.
24 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

25 **FINDINGS OF FACT, CONCLUSIONS AND**
26 **RECOMMENDATION RE: THORN REZONE**
APPLICATION TO CHANGE A SITE LOCATED
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III. QUESTIONS PRESENTED.

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 R-2 zoning was adopted for the site?

Short Answer: Yes.

B. As required by LU Goal 10 of the City's Comprehensive Plan,

1. Whether the rezone site is large enough to support redevelopment for non-single family residential land uses?

Short Answer: Yes.

2. Whether the rezone site will have sufficient access to city streets and utility systems to support redevelopment?

Short Answer: Yes.

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

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, May 7, 2015:

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

FINDINGS OF FACT, CONCLUSIONS AND
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1 2. Clifford and Hayley Thorn, the property owners/applicants.

2 At the public hearing, Mr. Simon made a brief presentation regarding the
3 application, the site, and his recommendation, as explained in the Staff Report. The Thorns
4 introduced themselves, and briefly explained that they were the owners of the subject
5 property, that they already use one of the three buildings on the site (a shop building), for
6 their construction company, for their office, to store tools, and similar purposes, and that
7 they don't have any immediate plans to demolish or rebuild, but intend a 'facelift' for the
8 site, to use it themselves, and don't intend to sell right away. On questioning from the
9 Examiner, regarding the impact of more intense uses or improvements that could be
10 undertaken/made on the site at some point in the future, Mr. Simon confirmed that there
11 may be improvements required from the current end of Georgia Avenue into the site,
12 depending on the type of project proposed. Despite a hearing room full of many members
13 of the public, no one testified or submitted any written comments in opposition to the
14 proposed rezone.

15 **Exhibits:** The Development Services Division Staff Report, including a
16 recommendation of approval, was provided to the Examiner in the week before the hearing.
17 The Staff Report, and the following Exhibits, were all accepted into the Record in their
18 entirety without modification:

- 19 1. Application Form.
- 20 2. Commercial Zoning Regulations, Chapter 18.22 of the Richland Municipal
21 Code.
- 22 3. Site photos.
- 23 4. Public Notices.

24 Mr. Simon confirmed on the record that no one submitted any written comments
25 regarding the pending rezone application.

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

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: THORN REZONE
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V. FINDINGS OF FACT.

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

Application, Public Notice, and Review

1. On February 23, 2015, the owners of the subject-property, Clifford and Hayley Thorn, of Pasco, Washington, submitted their application seeking to rezone their property located at 1552 Georgia Avenue in the City of Richland, Washington, from a Residential designation to Commercial (C-3). *Exhibit 1.*

2. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter. *Staff Report, Pages 4, 5, and Exhibit 4, copies of various public notices published and mailed.*

3. Because staff deemed the application to be consistent with the City's Comprehensive Plan, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *Staff Report, pages 5, 6.*

4. The site is immediately north of the SR 240 right away, fronting an existing access route on its western boundary that runs just south from where the more improved Georgia Avenue currently ends. The property now contains 3 structures, a small single-family house, a detached garage and a shop building with about 1,700 square feet, the largest structure. With the exception of the two small homes immediately east of the rezone-site, the property is surrounded by far more intense commercial uses and one of the region's major freeways, conditions that firmly establish the property's high probability for redevelopment with non-residential land uses, and major challenges if the site were to remain residential. *Exhibit 3 (site photos); Site Visit; Staff Report, pages 2, 3.*

5. Under the City's transportation plan, Fowler Street is classified as an arterial collector. Georgia Avenue is classified as a local street. Consistent with the previously mentioned transportation concurrency requirements found in RMC 19.50.010(C), City staff confirmed that the street network has existing capacity to support existing uses, but that additional commercial development, or increased intensity of uses, may require an assessment of conditions and impacts to determine if any transportation-related improvements will be required as part of approvals needed for any future development plans on the site. *Staff Report, page 5; Testimony of Mr. Simon.*

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6. 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 Thorn property. *Staff Report, page 5.*

Surrounding uses and zones.

7. The Thorn property is one of the last sites in the immediate area that still holds a residential zoning designation. Such uses are not sustainable given current conditions, and those most likely to present themselves moving forward. SR 240 is a major freeway, running immediately south of the site. The site immediately west of the Thorn property is fully developed with the Benton Franklin Children's Developmental Center. A warehouse, storage yard, and the Mid-Columbia Gymnastics Academy are all located to the North. To the Northeast, and along Fowler, which runs east-west, from an intersection with the regionally significant traffic and major retail access route known as Columbia Center Boulevard, commercial structures have been placed on sites zoned BC - Business Commerce or C-3.

Site size sufficient to support commercial uses.

8. The Thorn property (and buildings that are already located on the site) is/are currently used by the owners to provide offices, tool storage and similar functions associated with operating a construction company. *Testimony of Mr. Thorn.*

9. Mr. Simon testified and explained in his staff report that the relatively small size of the Thorn property is still sufficient to support non-residential uses, as required by the City's Comprehensive Plan, LU Goal 10. The staff report credibly demonstrates that several other commercial parcels in the vicinity are of similar size and have been developed with non-residential uses. *Staff Report, pages 8, 9, Table 2, Comparison of C-3 Parcel Sizes in Vicinity of Thorn Property; Testimony of Mr. Simon.*

Sufficient access to city streets and utility systems to support redevelopment.

10. Mr. Thorn testified that the existing access off Georgia Avenue is sufficient to support the current operations for his construction company, now performed on the site. Under questioning from the Examiner, Mr. Simon confirmed that future redevelopment on the site, or an increase in the intensity of use, could trigger road improvements bringing Georgia Avenue along or into the site, as required by code. As noted above, utility systems are already in place or are readily available for extension or connection to future commercial uses that might occur on the site.

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1 ***Comprehensive Plan Designation for the site.***

2 11. The City's Commercial Zoning Districts are established and described in Chapter
3 23.22 RMC. For purposes of the pending application, the focus is upon the requested
4 rezone to C-3.

5 12. RMC 23.22.010(D) explains that the C-3 zoning classification is one of several
6 possible zones that are "intended to be applied to some portions of the City that are
7 designated Commercial under the City of Richland Comprehensive Plan."

8 13. The Thorn property is part of the Island View Subarea, addressed in the City's
9 Comprehensive Plan, where it is designated as "Island View General Commercial". The
10 site is also part of a "Single Family Overlay", which is addressed in LU Goal 10, which
11 reads in relevant part: "Within Island View, the city will implement a Single Family
12 Overlay land use designation for clusters of property that are currently used as single family
13 residences which have high probability of being redeveloped with non-residential land
14 uses." LU Goal 10 includes various Policies, which explain that the Single Family Overlay
15 is used only in instances where property owners prefer its use, and areas designated as part
16 of the overlay will remain as such until "property owner(s) bring forward a request to
17 remove the overlay so as to change the zoning to the designation contained in the Island
18 View Subarea Plan. In such cases, an amendment to the comprehensive plan is not
19 necessary." *Staff Report, pages 6-9; LU Goal 10, Policies 1, 3.*

20 ***Consistency with Comprehensive Plan and city codes.***

21 14. The proposed rezone will fully implement the provisions of the Comprehensive Plan
22 that are applicable to the site – including without limitation those that already designate the
23 area as "Commercial" and those that expressly provide for a simple rezone, without need
24 for any Comprehensive Plan amendment, where property owners of single family
25 residences with a high probability of redevelopment to non-residential land uses submit a
26 rezone application to remove the single family overlay and officially change the zoning to
what is contained in the Island View Subarea Plan. The proposed rezone appears to
implement and achieve objectives set forth in the IVGC provisions of the City's
Comprehensive Plan, including without limitation: infill development for service related
businesses that will take advantage of their central location within the Tri-Cities, adjacent to
and visible from SR 240.

15 15. Because the requested rezone seeks to change the zoning classification from a
16 Residential zone (R-2) that is highly unlikely to remain without enduring significant

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**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: THORN REZONE
APPLICATION TO CHANGE A SITE LOCATED
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1 conflicts like noise, traffic, and other impacts that will continue to affect the site due to its
2 location, to a more appropriate Commercial Zoning District (C-3) expressly intended to
3 apply to portions of the City that are designated Commercial under the City's
4 Comprehensive Plan, the application is consistent with existing city codes, particularly
5 RMC 23.22.010(D), as well as the City's Comprehensive Plan, including without limitation
6 LU Goals 3 and 10.

7 16. Based on the record, particularly existing types of development on similarly sized
8 parcels, and the various Commercial zoning district classifications available for properties
9 in the area of the rezone, the Examiner finds and concludes that the requested rezone from
10 R-2 to C-3 is not totally different from or inconsistent with existing land uses located on or
11 zoning designations assigned to surrounding properties in the area.

12 17. Standing alone, the requested rezone conforms to the Comprehensive Plan, because
13 the plan already identifies the property as "Commercial". The City's zoning code includes
14 multiple varieties of Commercial Zoning Districts available for "some portions of the City
15 that are designated Commercial" in the City's Comprehensive Plan. The pending rezone
16 would remove the "Single Family Overlay" designation for the property, which LU Goal 10
17 clearly identifies as an interim measure, until such time as property owners request a
18 change to the designation established in the Island View Subarea Plan. The property
19 owners, the Thorns, are finally requesting a Commercial zoning designation for their
20 property, as already established in the Island View plan.

21 18. The requested rezone bears a substantial relationship to the public health, safety,
22 and general welfare.

23 19. The requested rezone is appropriate in the context of adjacent properties, some of
24 which already allow similar or even more-intense or impactful uses.

25 20. In this matter, the record demonstrates general conformance with the City's
26 comprehensive plan. The proposed rezone would provide for more commercial-
development options on a relatively small site, which is consistent with the Comprehensive
Plan.

21 21. The Development Services Manager's Staff Report includes a number of specific
22 findings and explanations that establish how the underlying application satisfies provisions
23 of applicable law and is consistent with the city's Comprehensive Plan and zoning
24 regulations. Except as modified in this Recommendation, all Findings contained in the
25 Staff Report are incorporated herein by reference as Findings of the undersigned-hearing
26 examiner.

27 **FINDINGS OF FACT, CONCLUSIONS AND**
28 **RECOMMENDATION RE: THORN REZONE**
29 **APPLICATION TO CHANGE A SITE LOCATED**
30 **WITHIN THE ISLAND VIEW SUBAREA FROM R-2**
31 **(MEDIUM DENSITY RESIDENTIAL) TO C-3**
32 **(GENERAL COMMERCIAL), FILE NO. Z2015-102**

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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:

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. *Findings, including without limitation Nos. 1, 4, 5, 6, 8, 9, 10, 13-21.*

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. 4, 5, 6, 7, 8, 9, 10, 14, 17, 18, 21.*

3. Comprehensive plans are not ordinarily used to make specific land use decisions but rather function as a "guide" or "blueprint" to be used when making land use decisions. *Barrie v. Kitsap County*, 93 Wn.2d 843, at 849 (1980). In a rezone process, all that is required is general conformance, not substantial conformance, with the general blueprint provided by the comprehensive plan. *Cathcart v. Snohomish County*, 96 Wn.2d 201, at 212 (1981).

4. Here, the application is an owner-request to remove the Single Family Overlay designation and finally implement/apply a Commercial zone previously established for the site in the City's Island View Subarea Plan.

5. The Staff Report and testimony on the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services such as fire, to accommodate additional development such as that envisioned for the rezone site. The rezoned property can provide for an appropriate level of commercial development in a manner that is compatible with the character of the existing uses and zoning districts surrounding the property.

6. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: THORN REZONE
APPLICATION TO CHANGE A SITE LOCATED
WITHIN THE ISLAND VIEW SUBAREA FROM R-2
(MEDIUM DENSITY RESIDENTIAL) TO C-3
(GENERAL COMMERCIAL), FILE NO. Z2015-102

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

1 7. The rezone supports Richland's commitment to promote commercial growth and
2 expand the city's tax base.

3 8. As in all dynamic urban areas, circumstances in the area of the rezone site have,
4 and will continue to change, from those in existence when the original Medium Density
5 Residential (R-2) zoning was imposed for purposes of implementing the interim Single
6 Family Overlay for the cluster of residences in the vicinity, which is surrounded by
commercial uses and a regional freeway, making it highly likely that the properties will
eventually transition to a more appropriate, non-residential use.

7 9. While the pending rezone application is categorically exempt from formal SEPA
8 review, the record demonstrates that the potential for adverse impacts is very unlikely.
9 And, despite the ample public notice issued for the application, no one spoke or submitted
any written comments opposing the Thorn's rezone request.

10 10. As required by RMC 19.50.010(C), the record includes staff assurances that the
11 transportation system is sufficient to accommodate the type of development envisioned
12 with the proposed rezone, and that any specific improvements to such system, if any, will
be determined when (or if) formal development plans are submitted for review by the City.

13 11. Based on the record, the applicant demonstrated its rezone application merits
14 approval, meeting its burden of proof imposed by RMC 19.60.060.

15 12. Approval of this rezone will not and does not constitute, nor does it imply any
16 expectation of, approval of any administrative permit or subsequent reviews that may be
required for redevelopment, increased intensity of uses, or other activities on the site of the
subject rezone.

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

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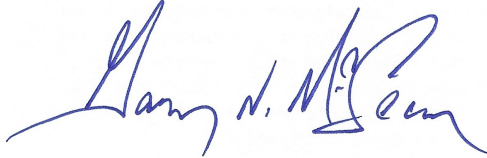
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24 **FINDINGS OF FACT, CONCLUSIONS AND**
25 **RECOMMENDATION RE: THORN REZONE**
26 **APPLICATION TO CHANGE A SITE LOCATED**
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RICHLAND, WASHINGTON 99352

1 **VII. RECOMMENDATION.**

2 Based upon the preceding Findings and Conclusions, the Hearing Examiner
3 recommends that the Thorn's application to rezone their .6-acre site located within the
4 Island View Subarea from R-2 to C-3, should be **APPROVED**.

5 ISSUED this 21st Day of May, 2015

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10 Gary N. McLean
11 Hearing Examiner
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25 **FINDINGS OF FACT, CONCLUSIONS AND**
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APPLICATION TO CHANGE A SITE LOCATED
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GARY N. MCLEAN
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CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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

GENERAL INFORMATION:

PROPOSAL NAME: Thorn Rezone

LOCATION: 1552 Georgia Avenue

APPLICANT: Clifford and Hayley Thorn

FILE NO.: Z2015-102

DESCRIPTION: Request to change zoning on .6 acres from R-2 Medium Density Residential to C-3 General Business

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: May 7, 2015

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED
ACTION: Approval



Figure 1 - Vicinity Map

(site outlined in red)

DESCRIPTION OF PROPOSAL

The applicants, Clifford and Hayley Thorn, are the owners of the subject property, and have filed a rezone request to change the zoning on a .6 acre site from R-2 Medium Density Residential to C-3 General Commercial. The applicants have not provided plans identifying their proposed use of the property.

SITE DESCRIPTION & ADJACENT LAND USES

The site contains several structures, including a small single family residence, a detached garage and a shop building that at approximately 1,700 square feet is the largest of the three buildings on-site. The property measures 26,558 square feet. Access to the site is provided via a private driveway that extends southerly from the end of Georgia Avenue.

The site is situated in an area of mixed uses. The property immediately adjacent to the site to the west is developed with the Benton Franklin Children's Developmental Center. Immediately to the north is a warehouse and storage

yard. Further north is the Mid-Columbia Gymnastics Academy. State Route 240 is located immediately south of the site and two single family residences are located east of the site.

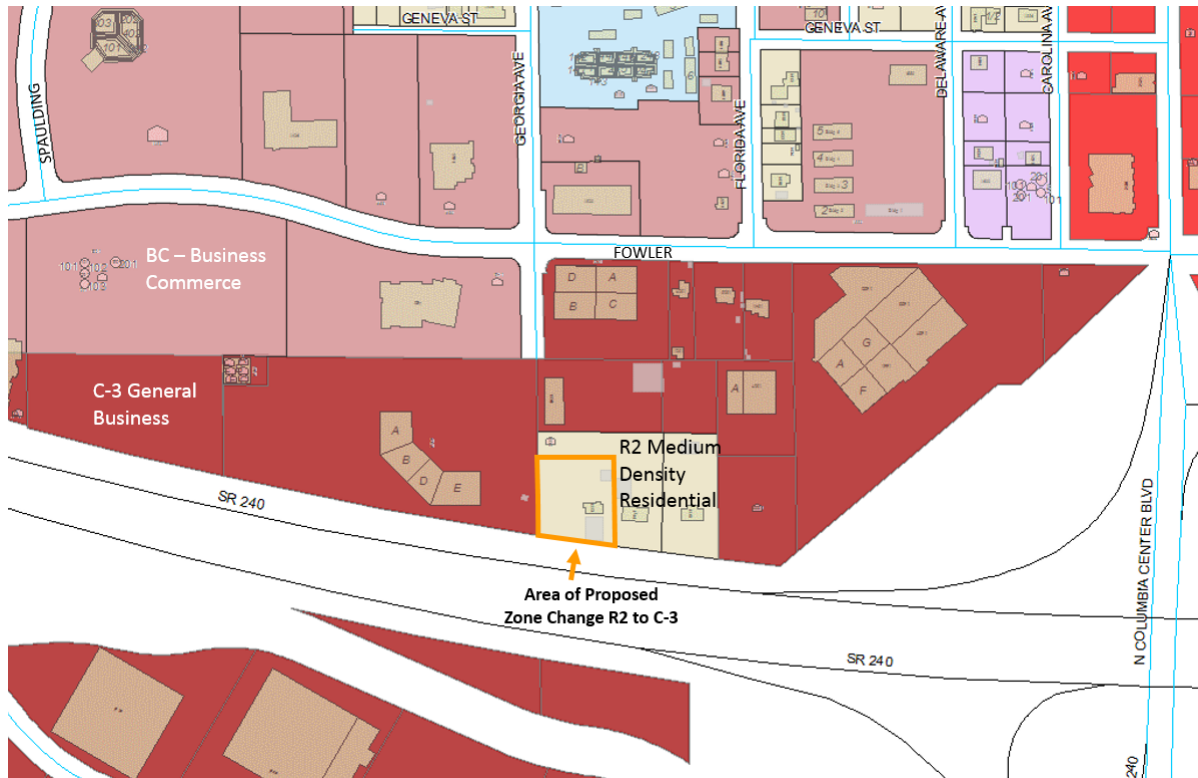


Figure 2 – Zoning Map

EXISTING ZONING

Properties in the vicinity of the project site are zoned for a variety of land uses. Lands immediately west of the site and north of the site are zoned C-3 General Business. The site and properties immediately to the east are zoned R-2 Medium Density Residential. Properties to the northwest, along Fowler Street are zoned B-C Business Commerce.

The stated purposes of the R-2 and C-3 zones (as set forth in RMC 23.18.010 and 23.22.010) are as follows:

The medium-density residential (R-2) is a residential zone classification permitting a higher density of population including the establishment of duplex dwellings and providing for these single- and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain

essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

There are significant differences in the dimensional requirements associated with the existing and proposed zone, as shown in the following table:

Zoning	Existing R-2	Proposed C-3
STANDARD	REQUIRED/ALLOWED	REQUIRED/ALLOWED
Min. Lot Area	6,000 square feet	None
Max. Lot Coverage	40%	None
Building Setbacks		
Front		
Side(s)	20 ft.	0 ft.
Rear	6 ft.	0 ft.
	25 ft.	0 ft.
Building Height	30 ft.	80 ft.

Table 1 – Comparison of R-2 & C-3 Dimensional Standards

Specific uses permitted in the C-3 zone are identified in Exhibit 2. Uses currently allowed in the R-2 zone are generally limited to single family and duplex dwellings.

PUBLIC NOTICE

Application Date:	February 23, 2015
Notice of Application & Hearing Mailed:	April 17, 2015
Notice of Application & Hearing Published:	April 19, 2015
Notice of Application & Hearing Posted:	April 17, 2015
Public Hearing:	May 7, 2015

Notice of application 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 4. As of the date of this report, no comments were received from the public.

UTILITY AVAILABILITY

Sewer and water mains are located at the end of the Georgia Avenue right-of-way located north of the subject property. There is an existing fire hydrant in the parking lot of the adjacent children's developmental center. Electrical service lines currently serve the property.

TRANSPORTATION

Fowler Street is classified as an arterial collector street in the City's Transportation Plan. Georgia Avenue is classified as a local street. Specific design and assessment of transportation related improvements, if any are required, will be determined when specific development plans are submitted to the City.

SEPA

No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6) (c) which provides for exemptions under the following circumstances:

Where an exempt project requires a rezone, the rezone is exempt only if:

- (i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;*
- (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
- (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

In this case, the proposed project is located within the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through

the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997.

COMPREHENSIVE PLAN

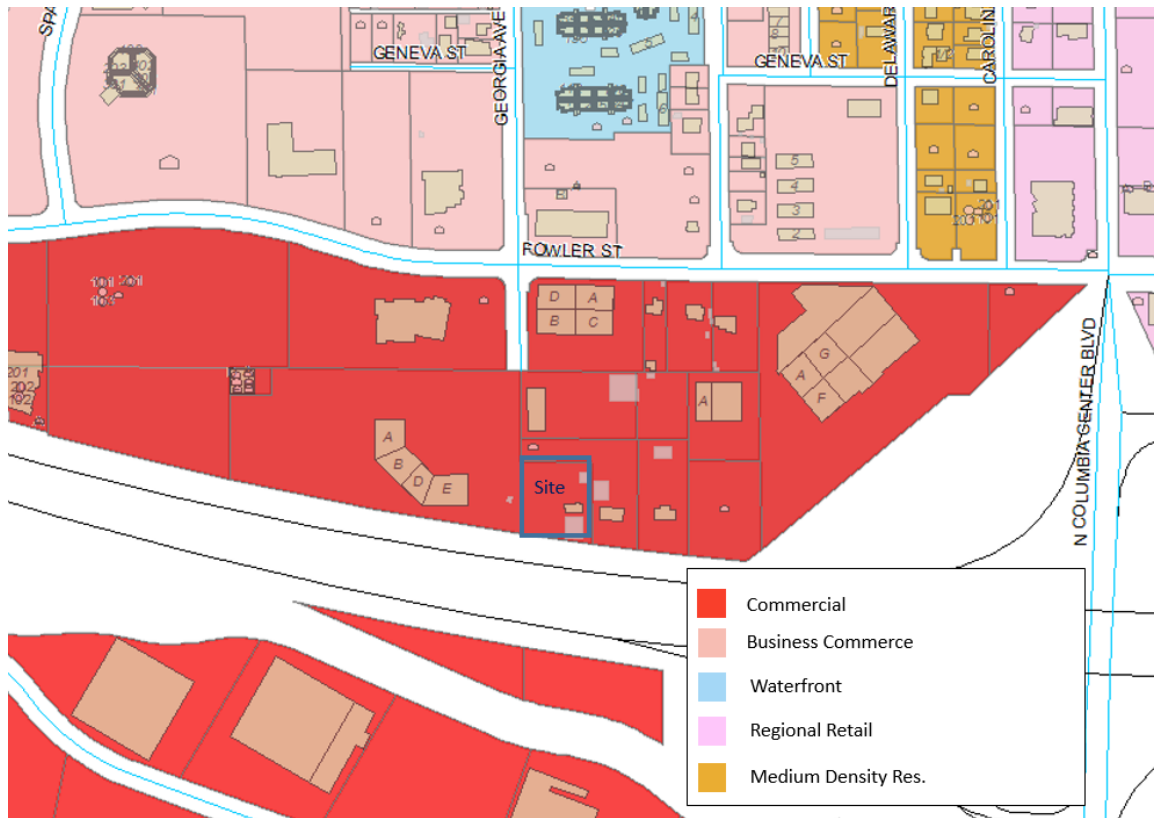


Figure 3 – Comprehensive Plan Map

The comprehensive plan for the Island View area includes the following specific land use designations:

Island View General Commercial: This designation is applied to lands in the southernmost portions of Island View that are adjacent to and visible from SR 240. Within this category, new and used auto sales, RV, truck dealers and similar retail uses are encouraged. Service related businesses that require a central location within the Tri-Cities are also included in this designation.

The plan also identifies the site as part of the Single Family Overlay.

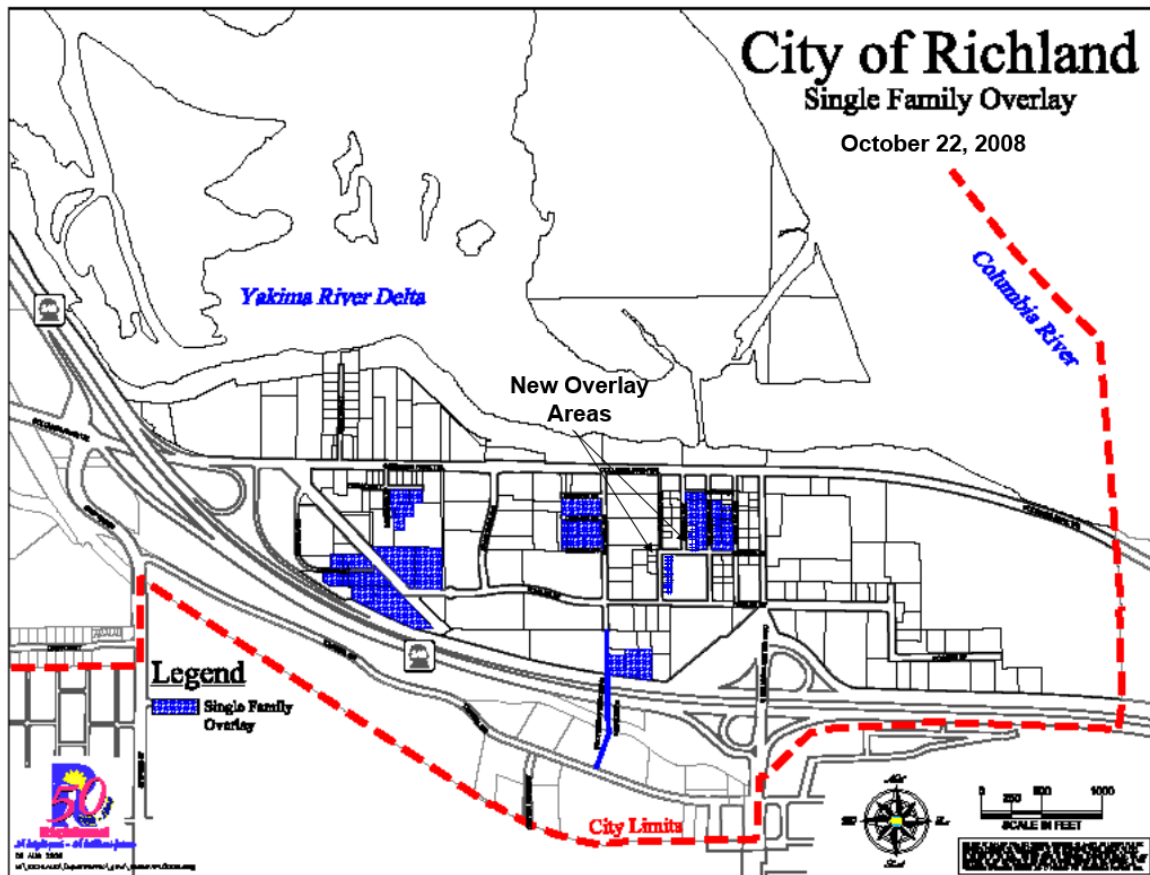


Figure 4 – Single Family Overlay

The comprehensive plan contains the following goal and policy statements that are pertinent to this application:

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 10

Within Island View, the city will implement a Single Family Overlay land use designation for clusters of property that are currently used as single family residences which have high probability of being redeveloped with non-residential land uses.

Policy 1 – The city will use the Single Family Overlay concept only in those instances where the majority of property owners have expressed a preference for its use.

Policy 2 – Areas designated as Single Family Overlay will be zoned for single family residential uses, as identified in the city's R-2 Medium Density Residential zoning district.

Policy 3 – Areas designated as Single Family Overlay will remain as such until property owner(s) bring forward a request to remove the overlay so as to change the zoning to the designation contained in the Island View Subarea Plan. In such cases, an amendment to the comprehensive plan is not necessary.

Policy 4 – Applicants bringing forward a request to change the zoning of property designated Single Family Overlay must demonstrate that the land proposed for amendment is:

a - large enough to support redevelopment for non-single family residential land uses; and

b - will have sufficient access to city streets and utility systems to support redevelopment.

Policy 5 – Whenever properties designated with the Single Family Overlay are rezoned for non-single family residential uses in accordance with Policy 4 above, the Single Family Overlay designation shall be removed from the subject property.

ANALYSIS

The subject site is designated both as commercial under the comprehensive plan and as a single family overlay. As identified in Land Use Goal 10 of the plan, the single family overlay was intended to provide for the continued use of existing residential properties until such time as the owners determined to convert their properties to commercial use. The criteria contained in Land Use Goal 10 provide that the application for a rezone needs to demonstrate that the property is large enough to support redevelopment for non-single family uses and that the area to be rezoned will have sufficient access to City streets and utility systems.

While the parcel at .6 acres is relatively small for commercial use, there are several other commercial parcels in the immediate vicinity of the project site that are of a similar size that have been developed with non-residential uses as shown in the table below:

Address	Parcel Size	Existing Use
1530 Georgia Ave.	.88 acres	Warehouse/storage yard
1534 Georgia Ave.	.38 acres	Storage Yard
1537 Fowler St. A	.71 acres	Redcoach Enterprises LLC & Magnum Electric LLC
1520 Georgia Ave.	.67 acres	Church
1530 Georgia Ave.	1.2 acres	Kennewick Transfer & Storage Mid-Columbia Gymnastics

Table 2 – Comparison of C-3 Parcel Sizes in Vicinity of Project Site

The existing storage building on the site is large enough to accommodate some commercial uses already.

City water and sewer mains are located less in close proximity to the subject site and could be extended to serve a new commercial use.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2015-102) and recommends approval of the request based on the following:

1. The City of Richland Comprehensive Plan designates the subject site as suitable for Island View Regional Retail land uses and also identifies the site as part of the Single Family Residential Overlay;
2. The site is immediately adjacent to C-3 zoning on the west and is also adjacent to State Route 240 along its southerly border;
3. Commercial development of the site, with C-3 uses is consistent with the intent of the comprehensive plan;
4. The mix of land uses immediately adjacent to the subject site includes several parcels under an acre in size that have been developed with general commercial uses, demonstrating that the size of the subject property is large enough to accommodate commercial re-development;
5. City water and sewer mains are in close proximity to the site and could be extended to serve the commercial re-development of the site;

6. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c).
7. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Commercial Zoning – Chapter 18.22 of the Richland Municipal Code
3. Site Photos
4. Public Notices

Planning & Development Services Division • Current Planning Section
840 Northgate Drive • Richland, WA 99352

RECEIVED

General Information: 509/942-7794 • Fax: 509/942-7764

FEB 23 2015

Planning &
Development Services

22015-102

Petition for Change of Zoning District Classification

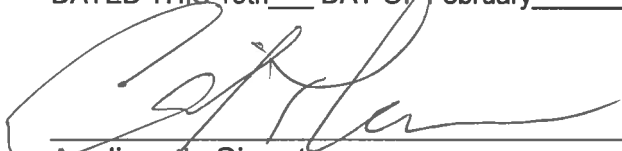
Application is hereby made to the City of Richland for a change of zone, pursuant to Section 23.82.190 of the City of Richland Municipal Code.

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

SECTION I – APPLICANT INFORMATION			
Applicant's Name: Clifford and Hayley Thorn			
Address: 4505 Hilltop Dr.			
City: Pasco		State: WA	Zip: 99301
Phone: 509-205-4356	Fax: 509-416-2408		Other and/or e-mail address: cliffthornconstruction@hotmail.co
Please check under what capacity you are filing:			
☒ Recorded owner of the property as of 12/18/2014		☐ 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: 1552 Georgia Ave. Richland WA 99352			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue):			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): current residential, would like to use as commercial – property improvements planned for use as office.			
Size of petition area	0.450	acres and	square feet
SECTION III - CHANGE OF ZONE REQUEST			
A change of zone from Residential		To	Commercial <u>C3</u>
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: Area is becoming more and more commercial, would like to use area for office and storage space for our business.			

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

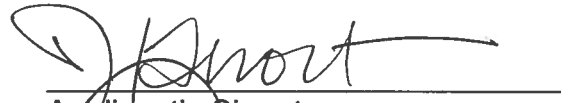
DATED THIS 19th DAY OF February, 2015.


Applicant's Signature

4505 Hilltop Dr.
Address

PASCO WA 99301
City, State, Zip

509-205-4356
Phone


Applicant's Signature

4505 Hilltop Dr.
Address

PASCO WA 99301
City, State, Zip

509-554-1377
Phone

FOR OFFICE USE ONLY

Date accepted for filing 2/23/15

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


City Official's Signature

Chapter 23.22

COMMERCIAL ZONING DISTRICTS

Sections:

[23.22.010](#) Purpose of commercial use districts.

[23.22.020](#) Performance standards and special requirements.

[23.22.030](#) Commercial use districts permitted land uses.

[23.22.040](#) Site requirements and development standards for commercial use districts.

[23.22.050](#) Parking standards for commercial use districts.

23.22.010 Purpose of commercial use districts.

A. The limited business use district (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan.

B. The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

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.

F. The central business district (CBD) is a special mixed use zoning classification designed to encourage the transformation of the central business district from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The central business district is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes, restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the city that are designated as central business district, as well as some properties designated as commercial and waterfront, under the Richland comprehensive plan. The central business district zone contains overlay districts titled medical, parkway, and uptown. The overlay districts implement varying site development requirements.

G. The commercial recreation district (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the city from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the city that are designated as waterfront or commercial under the Richland comprehensive plan.

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09].

23.22.020 Performance standards and special requirements.

A. Commercial Limited Business. Residential uses permitted in the C-LB district must comply with the following standards except as provided by footnote (6) of RMC [23.22.040](#):

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC [23.18.040](#);
 - b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
 - c. Rear Yards. Twenty-five feet.
2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.
 3. Distance Between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.
 4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.
- B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:
1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.
 2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.
 3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.
 4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.
 5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.
 6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.

2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.

3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.

4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.

5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

D. Waterfront. It is the intent of this section that:

1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and

2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.

E. Central Business District. New buildings shall conform to the following design standards:

1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.

2. Building facades facing streets shall include:

a. Glass fenestration on 50 percent to 80 percent of the ground floor of the building facade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor facade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.

b. At least two of the following architectural elements:

i. Awnings;

- ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;
 - iii. Pilasters or columns;
 - iv. Bays;
 - v. Balconies or building overhangs; or
 - vi. Upper story windows (comprising a minimum of 50 percent of the facade).
3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.
 4. Variation of exterior building material between the ground and upper floors of multi-story buildings.
 5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.
 6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.
 7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.
 8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.
 9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC [23.22.040](#) or the maximum parking standards set forth in RMC [23.22.050](#), a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:
 - a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
 - b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
 - c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4].

23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		p ¹	p ¹	p ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				p ²⁸
Car Wash – Automatic or Self-Service		p ²	p ²	p ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁷	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8, 9}	S ^{8, 9}		
Restaurants/Lounge		P ⁷	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			p ²⁸
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰	P	p ¹⁰		
Clubs or Fraternal Societies	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰		
Cultural Institutions	p ¹⁰	p ¹⁰	p ¹⁰		p ¹⁰	p ¹⁰		p ¹⁰
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	p ¹²	p ¹²	p ¹²	p ¹²	p ¹²	p ¹²		
Schools, Alternative	p ¹³	p ¹³	p ¹³	p ¹³	p ¹³			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ¹⁵			S ¹⁵	
Recreational Vehicle Parks				S ¹⁶			S ¹⁶	
Stable, Public				S ¹⁷				
Theater		P ⁷	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Dwelling, One-Family Attached						p ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				p ²⁸
Family Day Care Home	p ¹⁹					p ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		p ¹⁸	P		
Recreational Club	A				A	A		
Senior Housing	P				p ¹⁸	P		
Temporary Residence	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰		P
Retail Uses								
Adult Use Establishments				p ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC [23.42.280](#)
2. RMC [23.42.270](#)
3. RMC [23.42.320](#)
4. RMC [23.42.330](#)
5. RMC [23.42.040](#)
6. RMC [23.42.170](#)
7. RMC [23.42.053](#)
8. RMC [23.42.047](#)
9. RMC [23.42.055](#)
10. RMC [23.42.050](#)
11. RMC [23.42.200](#)
12. RMC [23.42.250](#)
13. RMC [23.42.260](#)
14. RMC [23.42.100](#)
15. RMC [23.42.230](#)
16. RMC [23.42.220](#)
17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC [23.42.080](#)
20. RMC [23.42.110](#)
21. RMC [23.42.030](#)
22. Use permitted, requires special use permit with drive-through window.
23. Chapter [23.62](#) RMC
24. RMC [23.42.180](#)
25. RMC [23.18.025](#)
26. See definition, RMC [23.06.780](#)
27. RMC [23.42.185](#)
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5].

23.22.040 Site requirements and development standards for commercial use districts.

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3, 11, 13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter [12.11](#) RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC [23.18.040](#).
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
 - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
 - c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).
 - d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC [23.54.140](#).
9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020\(E\)\(9\)](#).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title [26](#)). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6].

23.22.050 Parking standards for commercial use districts.

A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter [23.54](#) RMC.

B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter [23.54](#) RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter [23.54](#) RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC [23.22.020](#)(E)(9) (Alternative Design).

1. The off-street parking requirement may be reduced as follows:

a. The planning commission may reduce the parking responsibility as provided by RMC [23.54.080](#), joint use; and/or

b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC [23.54.080](#)). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC [23.54.120](#). Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.

2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC [23.22.040](#)). Masonry walls are subject to the performance standards found in RMC [23.22.020](#)(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification].





Not to Scale
Source: Google Street View

From Intersection of Fowler & Georgia Looking North



SITE PHOTOS — Thorn Rezone Application ZC2015-102



Not to Scale
Source: Google Street View

From SR 240 Looking North



AFFIDAVIT OF MAILING

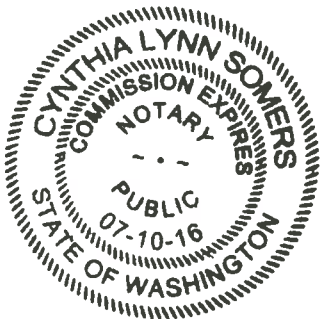
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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 17th day of April, 2015, I mailed a copy of the attached NOTICE OF APPLICATION and PUBLIC HEARING, File No. 202015-, to the attached list of individuals via U.S. mail on the date indicated above. 102

Penny Howard
Print Name Penny Howard

SIGNED AND SWORN to before me this 17th day of April, 2015 by
PENNY HOWARD.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennerick
My appointment expires: 07-10-16

Cynthia Lynn Somers

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Rick Simon**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Development Services Division for the City of Richland.

2. On the 17th day of April, 2015, I posted the attached NOTICE OF
APPLICATION & PUBLIC HEARING, File Number Z2015-102 on the
property at:

1552 Georgia Avenue



Rick Simon

SIGNED AND SWORN to before me this 1st day of May, 2015 by
RICK SIMON.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennewick WA
My appointment expires: July 10, 2016

Cynthia Lynn Somers

CITY OF RICHLAND **NOTICE OF APPLICATION** **AND PUBLIC HEARING (ZC2015-102)**

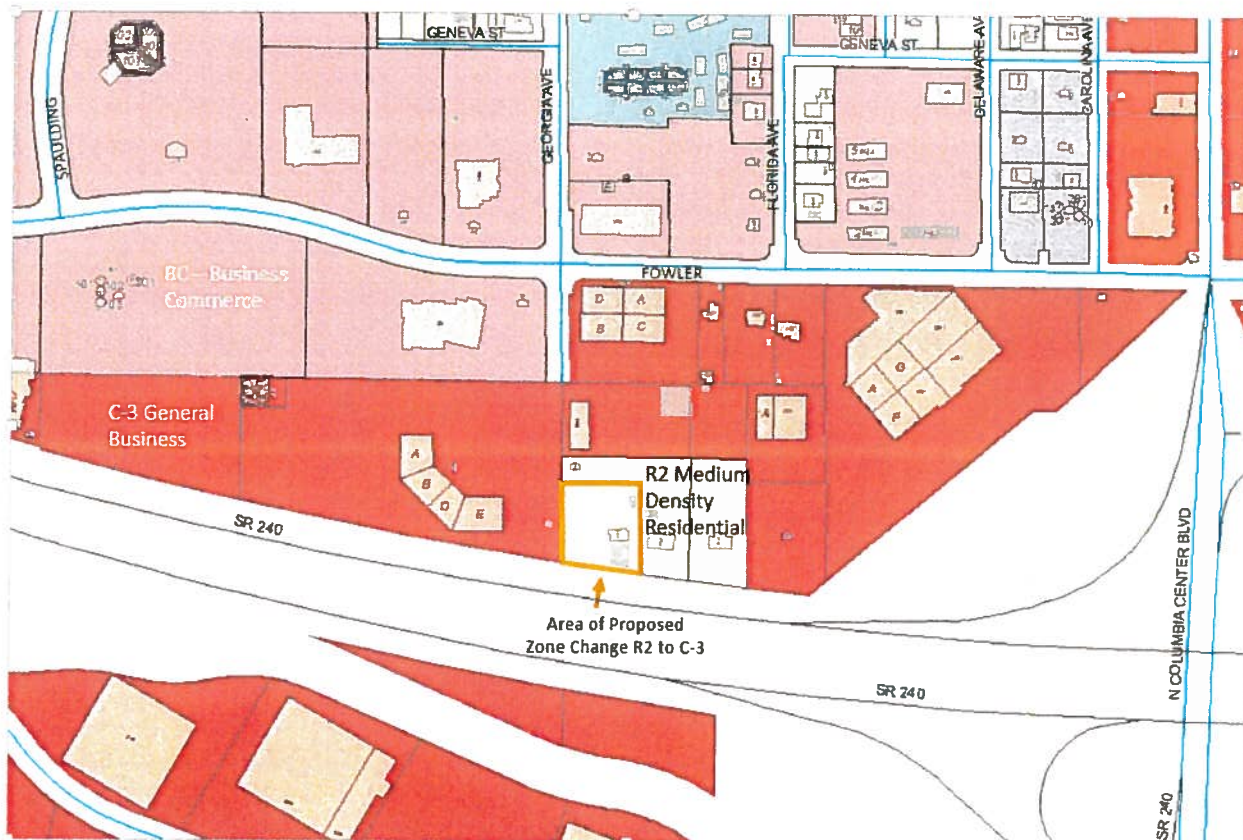
Notice is hereby given that the Clifford & Haley Thorn, on February 23, 2015 filed application to change zoning on a .45 acre property from R2 – Medium Density Residential to C-3 General Commercial on property located at 1552 Georgia Avenue. The property is located immediately north of State Route 240 and east of and adjacent to the Children's Developmental Center.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Avenue, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or e-mailed to rsimon@ci.richland.wa.us.

The Richland Hearing Examiner, on Thursday, May 7, 2015, will conduct a public hearing and review of the application at 6:00 p.m. in the Council Chamber at the Richland City Hall, 505 Swift Boulevard. All interested parties are invited to attend and give testimony at the public hearing.

The proposed application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulation Administration and RMC Title 23 Zoning. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Development Services Division at the above referenced address with questions related to the available appeal process.

Rick Simon,
Development Services Manager





**CITY OF RICHLAND
NOTICE OF PUBLIC HEARINGS**

The Richland Hearing Examiner will conduct two public hearing at its Thursday, May 7, 2015 meeting, 6:00 p.m. in the Council Chambers, Richland City Hall, 505 Swift Blvd. to receive public comments on:

- 1. File No:** ZC2015-102 **Proponent:** Clifford & Haley Thorn **Proposal:** Zone Change on .45 acres from R2- Medium Density Residential to C-3 General Commercial **Location:** 1552 Georgia Avenue, north of SR 240 and east of the Children's Developmental Center
- 2. File No:** SUP2015-100 **Proponent:** Tim Bush Living Trust **Proposal:** Special Use Permit to allow for construction of a 1,231 square foot coffee shop with drive-thru window service **Location:** Southeast corner of Center Parkway and Steptoe Street

Contact: Rick Simon, Development Services Manager, PO Box 190, MS-35, Richland, WA 99352 or rsimon@ci.richland.wa.us. **Published** Sunday, April 19, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 36-15, Amending RMC Title 19: Development Regulation Administration by providing for Hearing Examiner Review of Plat Alterations

Department:

Community & Development Services

Ordinance/Resolution Number:

36-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 36-15, amending Title 19: Development Regulation Administration by providing for Hearing Examiner review of Plat Alterations.

Summary:

Recently, staff has received inquiries from land owners who are interested in plat alterations. A plat alteration is a process that results in a change to a final plat that has already been recorded. This process only occurs infrequently. In fact, the City has not been presented with a proposal for a plat alteration in the last five years.

Plat alteration procedures are specifically outlined in state subdivision law (RCW 58.17.215-218), but have not been addressed in Richland's municipal code. The procedures in state law require that a public hearing be held, and grant authority for a Hearing Examiner to conduct those hearings. The proposed code amendment would add plat alterations to the list of items that would be heard by the Hearing Examiner. Plat alterations would follow the same process as other Type III applications, such as a preliminary plat. The Hearing Examiner would conduct the hearing and forward a recommendation to Council, who would then make the final decision.

Staff recommends approval, for first reading by title only, of proposed Ordinance No. 26-15, which would amend RMC Title 19 - Development Regulation Administration to designate the Hearing Examiner as the hearing body for plat alterations.

Fiscal Impact:

None.

Attachments:

- I. Proposed Ordinance No. 36-15

ORDINANCE NO. 36-15

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 19: Development Regulation Administration, regarding procedures for processing plat alterations and vacations.

WHEREAS, RCW 58.17 establishes procedures for the alteration and vacation of plats; and

WHEREAS, Richland Municipal Code (RMC) does not include specific provisions that identify a process for the consideration of petitions for either plat alterations or plat vacations; and

WHEREAS RCW 58.17.217 specifically provides for hearing examiners to conduct public hearings relating to the alteration or vacation of a subdivision.

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

Section 1. Richland Municipal Code Title 19, Section 19.20.010 entitled Procedures for processing development permits, as enacted by Ordinance No. 12-96 and last amended by Ordinance No. 19-14, shall be amended to read as follows:

19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, or Type III. Legislative decisions are Type IV actions, and are addressed in RMC 19.20.050. Exclusions from the requirements of project permit application processing are contained in RMC 19.20.070.

A. Type I permits include the following types of permit applications:

1. Minor revisions to planned unit developments;
2. Final approvals of planned unit developments;
3. Short plats;
4. Small binding site plans;
5. Minor revisions to preliminary plats;
6. Minor revisions to site plans;
7. Minor revisions to special use permits;

8. Minor revisions to shoreline substantial development permits;
9. Accessory dwelling units;
10. Extension of preliminary plat approvals.

B. Type II permits include the following types of permit applications:

1. Shoreline substantial development permits or major revisions thereof;
2. Large binding site plans;
3. Site plan approvals or major revisions thereof;
4. Building height exceptions;
5. Design review – acceptance of alternative design standards;
6. Schools on small sites;
7. Joint use parking reductions;
8. Special sign permits;
9. Special use permits or major revisions thereof.

C. Type III permits include the following types of permit applications:

1. Preliminary plats or major revisions thereof;
2. Site-specific rezones;
3. Planned unit developments – preliminary approvals;
4. Development agreements;

[5. Plat alterations or vacations.](#)

D. Type IV permits include the following types of permit applications:

1. Zoning code text and zoning district amendments;
2. Adoption of development regulations and amendments;
3. Areawide rezones to implement new city policies;
4. Adoption of the comprehensive plan and any plan amendments; and
5. Annexations. [Ord. 12-96; Ord. 29-12 § 1.01; Ord. 19-14 § 1.01].

Section 2. 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, at a regular meeting on the ____ day of _____, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Ordinance No. 37-15, Amending the 2015 Budget to Provide for Additional Appropriations in the General Fund

Department:
Police Services

Ordinance/Resolution Number:
37-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 37-15, authorizing additional appropriations from police revenue funds.

Summary:

On June 26, 2014, officers with the Richland Police Department's (RPD) Street Crimes Unit served a search warrant and arrested a subject for trafficking in stolen property. This was the culmination of an in-depth three month investigation. The METRO Drug Task Force assisted with a portion of the investigation. As a result of the investigation and search warrant, \$43,211 was seized from the residence as the money was believed to be the proceeds of illegal activity. On February 10, 2015, the defendant pled guilty and in the judgment and sentence document the defendant agreed to forfeit all U.S. currency seized. Because of the METRO Drug Task Force's involvement in the case, it was agreed that the money would be split with METRO receiving \$10,000 and the Richland Police Department receiving \$33,211. On May 19, 2015, \$43,211 was deposited into the Converted Evidence (PDCE) revenue account.

In addition, Resolution No. 106-15 accepting a donation of \$2,600 from Hayden Homes was approved at the June 2nd Council meeting.

The request is to increase appropriations by \$45,811 to the General Fund's Police Patrol budget as a result of new revenue as follows: (1) to issue the agreed upon \$10,000 to the METRO Drug Task Force, (2) \$5,500 to purchase two Microsoft Surface Tablets and related hardware for the two Patrol Lieutenants, (3) \$27,711 for other Police small tools and equipment, and (4) \$2,600 for the Richland Police Department history project.

Fiscal Impact:

Total General Fund appropriations would increase \$45,811, funded by new, one-time revenues. Use is restricted to Police division expenditures.

Attachments:

1. Proposed Ordinance No. 37-15
2. Expenditure Justification

ORDINANCE NO. 37-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations in the General Fund.

WHEREAS, on November 18, 2014, the Richland City Council approved Ordinance No. 36-14 approving the 2015 Budget; and

WHEREAS, on June 26, 2014 Richland Police seized \$43,211 from a residence during a search warrant as the money was believed to be the proceeds of illegal activity; and

WHEREAS, on February 10, 2015 the defendant pled guilty and agreed to forfeit all U.S. currency seized; and

WHEREAS, the seized currency was deposited to the converted evidence revenue account; and

WHEREAS, it was agreed that METRO Drug Task Force would receive \$10,000 of the currency seized due to their involvement in the case; and

WHEREAS, Police Services desires to utilize the remaining unanticipated revenue to purchase computer equipment for two (2) Patrol Lieutenants and the Richland Police Department History Project; and

WHEREAS, an amendment to the budget is necessary as funds were not appropriated in the General Fund for the payment to METRO Drug Task Force, or for the purchase of computer equipment; and

WHEREAS, the Police Department also received a \$2,600 donation from Hayden Homes, accepted by Council via Resolution No. 106-15 at its June 2, 2015, meeting, which staff proposes to use on the Richland Police Department History Project.

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

Section 1. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to provide additional appropriations in the General Fund from new revenues as follows:

General Fund

Current Appropriation:	\$ 48,148,034
Increase in Appropriation:	\$ <u>45,811</u>
Amended Appropriation:	\$ <u>48,193,845</u>

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

Background:

On June 26th, 2014 Officers with the RPD Street Crimes Unit served a search warrant and arrested a subject for trafficking in stolen property. This was the culmination of an in-depth three month investigation. The METRO Drug Task Force assisted with a portion of the investigation. As a result of the investigation and search warrant, \$43,211 was seized from the residence as the money was believed to be the proceeds of illegal activity. On February 10, 2015 the defendant pled guilty and in the Judgement and Sentencing agreement the defendant agreed to forfeit all US currency seized.

Because of the METRO Drug Task Force's involvement in the case, it was agreed that the money would be split with METRO receiving \$10,000 and the Richland Police Department receiving \$33,211.

On 5/19/15 the \$43,211 was deposited into the Converted Evidence (PDCE) revenue account.

Money Requested from the PDCE Revenue Account:

\$10,000 to be distributed to the METRO Drug Task Force

\$5487.42 to be transferred to 001-130-0033-521220-3501 – Patrol Small Tools and Equipment for the purpose of purchasing 2 Microsoft Surface Tablets and related hardware for the 2 Patrol Lieutenants.

Justification:

A number of large scale, law enforcement incidents occurring since April have highlighted the need to have a solution in the field for Watch Commanders to utilize in order to effectively communicate and coordinate an emergency response. The most effective use of SmartForce (SharePoint) and OneNote as a tool to share information requires some type of mobile computing device that is not currently available to members of the RPD command staff.

Sharing photographic and video information provides a link to decision makers that saves multiple contacts via radio or cellular phone. The adage "one picture is worth a thousand words" is very applicable. In many cases the thousand words translate into minutes of radio traffic that is extremely precious during a crisis. The ability to see, in real time, the obstacles being faced by field units can make the difference between a successful outcome and one that fails to meet the mission objectives.

Example 1:

On July 14, 2014 the Tri-City Regional SWAT Team responded to a call of a barricaded individual holding two hostages in the area of 21st and Rainier in Kennewick. To initiate entry into the barricaded location, the RPD Bomb Squad responded and began to prepare breaching charges. The operation ran into several problems with describing the door construction and setting in the apartment. Photographs of the area could have been sent via the proposed system and accessed in real time by the bomb technicians. The delay was enough that eventually the option to use this specific breaching technique was not chosen due to the changing dynamics inside the home.

Example 2:

On July 23, 2014 the Tri-City Regional SWAT Team and members of the Richland Police Department Field Operations Division responded to the area of 5714 Sacramento in Pasco on a call of a man firing numerous rounds from a high powered rifle. Citizens and police officers were pinned down by rifle fire.

After a command post was established, SWAT and patrol units had to provide numerous verbal descriptions of the challenges they faced in the field, areas that needed evacuation, obstacles to be overcome and the geography of the area. Over the radio and cell phone network this took several hours and had to be repeated as additional personnel arrived on scene. Hand drawn maps of the area were placed onto a white board for reference rather than ones that were computer generated. Photographs of the suspect, his family members (hostages), and neighbors all had to be distributed by hand rather than electronically. This required runners to physically deliver information to units in the field and expose themselves to fields of fire rather than doing the same tasks from the relative safety of the command center. Numerous other operational difficulties could have been worked through much more quickly and efficiently had this technology been available at the command center.

Example 3:

On August 28, 2014 a 5 year old child was reported missing from Sacajawea Elementary in Richland. Small maps of the area were photocopied and used to coordinate search teams in the surrounding neighborhoods. Teams had to come to the command post to take receipt of the picture that was available of the child rather than having it sent to them electronically in the field.

Using the Surface Pro 3 it is possible to map the area, assign teams to specific locations, track the areas that have been cleared and push updates, photos and video to field units without requiring them to transit to the CP. Searches are much more efficient, effective and safe.

Proposed Solution

RPD staff currently has the technological solution (SmartForce / SharePoint and OneNote) to effectively overcome the gaps in information that we experience on every major event. The solution for access is to purchase a Microsoft Surface Pro 3 and some type of Wi-Fi (either upgrading the existing cell phone data plan or using a new Verizon My-Fi device) to enable information to be exchanged between units in the field and command staff. Currently the two police captains are utilizing this technology and have successfully used them in numerous emergency field situations. Patrol Lieutenants, who are acting as Patrol Watch Commanders, will benefit from this mobile technology as has been demonstrated by the Captains ability to utilize the tablets in the field.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 98-15, Authorizing an Amended and Restated Real Estate Option Agreement with North Stone Richland, LLC

Department:

Community & Development Services

Ordinance/Resolution Number:

98-15

Document Type:

Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 98-15, authorizing the City Manager to sign and execute the Amended and Restated Real Estate Option Agreement with North Stone Development, LLC, superseding Richland Contract #10-07.

Summary:

In January 2007, the City of Richland entered into an Option Agreement (#10-07) with North Stone Richland, LLC, which granted it an option to purchase City-owned land at the Horn Rapids Golf Course Community. The terms of the Agreement require North Stone to pay \$100,000 and purchase at least 25 acres of option property every year in order to obtain the next extension term. North Stone is currently concluding the 6th extension of the option, and has, to date, developed twelve subdivisions totaling 670 lots.

Due to the slowdown of the national economy and tighter lending restrictions, the ability of builders to secure financing for construction has been severely hampered. As a result, the Horn Rapids Community now has an oversupply of undeveloped property, and the remaining property which North Stone is required to purchase cannot be developed until a new million dollar sewer line is installed along SR-240.

North Stone has therefore requested deferment of the 25-acre purchase requirement for the next three years, and will instead apply its financial resources to the construction of the required new sewer and second entrance along SR-240. In addition to the deferment, North Stone is also requesting that the purchase price for the option property be frozen at the 6th Extension Term price for the 7th and 8th Extension Term Periods. The parties anticipate that granting North Stone a deferment in the minimum purchase requirement will allow North Stone to direct its resources toward developing an infrastructure strategy to service the development of lots in the undeveloped portions of Horn Rapids community.

The Economic Development Committee (EDC) reviewed the terms of the proposed Option amendment at their April 27, 2015, meeting. Both the EDC and staff recommend approval of the attached amendment, which includes performance milestones for the new sewer line.

Fiscal Impact:

The proposed amendment would allow North Stone to delay the purchase of about \$2 million worth of land during three year deferral period. However, North Stone will continue to pay their annual \$100,000 Option Fee, and pay for the design and construction of the required SR-240 sewer line. The new sewer will greatly improve the value and development potential of the city's remaining properties in the undeveloped areas west of the residential community.

Attachments:

1. Proposed Resolution No. 98-15
2. Map - North Stone Option Progress 2015
3. Proposed Amended and Restated Real Estate Option Agreement

RESOLUTION NO. 98-15

A RESOLUTION of the City of Richland authorizing the City Manager to execute the Amended and Restated Real Estate Option Agreement No. 10-07 with North Stone Richland, LLC, as well as any ancillary documents necessary to properly execute and record said Agreement.

WHEREAS, on January 10, 2007, the City of Richland entered into a Real Estate Option Agreement with North Stone Richland, LLC (Contract No. 10-07); and

WHEREAS, on February 6, 2009, the City of Richland and North Stone Richland, LLC executed the First Amendment to Real Estate Option Agreement with North Stone Richland LLC; and

WHEREAS, on December 1, 2009, the City of Richland and North Stone Richland, LLC executed the Second Amendment to Real Estate Option Agreement with North Stone Richland LLC; and

WHEREAS, on October 2, 2012, the City of Richland and North Stone Richland, LLC executed the Third Amendment to Real Estate Option Agreement with North Stone Richland LLC; and

WHEREAS, a Fourth Amendment to the Real Estate Option Agreement is warranted to defer North Stone Richland, LLC's property acquisition obligations so that it may instead invest financial resources into constructing a new sewer along SR240 and creating a second entrance on SR240; and

WHEREAS, instead of executing a separate Fourth Amendment to Real Estate Option Agreement with North Stone Richland, LLC., the parties agreed to an Amended and Restated Real Estate Option Agreement that captured all past amendments and included the requested deferment of North Stone Richland, LLC's property acquisition obligations for three years on the condition that the necessary infrastructure be constructed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Amended and Restated Real Estate Option Agreement with North Stone Richland, LLC, and any ancillary documents necessary to properly execute and record said Agreement.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

NORTHSTONE 2009

NORTHSTONE
2008

NORTHSTONE
2008

PRESTWICK
AT HORN
RAPIDS

SAWGRASS

YAKIMATVER

SR 240

SR2

AMENDED AND RESTATED REAL ESTATE OPTION AGREEMENT

This AMENDED AND RESTATED REAL ESTATE OPTION AGREEMENT (the "Option Agreement") is made this ____ day of June, 2015, between CITY OF RICHLAND, a Washington municipal corporation ("Seller"), and North Stone Richland, LLC (NSR, LLC), ("Purchaser"), a Limited Liability Company registered to conduct business in the State of Washington and Oregon. The Effective Date of this Option Agreement shall be the date of execution hereof by the last to execute of Seller and Purchaser. [This Amended and Restated Real Estate Option Agreement supersedes the original Real Estate Option Agreement dated January 10, 2007 and all subsequent amendments to the original Agreement.](#)

RECITAL

Seller is the owner of the following unimproved real property located in Benton County, Washington, referred to as the Option Property. The Option Property is comprised of approximately 200 acres located in the southeast portion of the Horn Rapids Golf Course Community as legally described in Exhibit A: (hereinafter referred to as the "Option Property"): Specifically excluded from this agreement is approximately 20 acres, set aside for development of a public school as called for in the Horn Rapids Master Plan and further described in Exhibit B: (hereinafter referred to as "School Property"). If Richland School District determines by April 30, 2010, that said School Property will not be required for construction of a school, the School Property shall be available under the existing terms of this Option Agreement.

Seller wishes to grant to Purchaser, and Purchaser wishes to obtain options to purchase, the Option Property, or portions thereof, on the terms and conditions set forth in this Agreement and the Agreement for Purchase and Sale of Real Property to be approved hereafter by the City of Richland (the "Purchase Agreement") said Purchase Agreement to be substantially in the form attached hereto as Exhibit C. Terms defined in the Purchase Agreement shall have the same meaning in this Option Agreement as in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. Grantor of Option. Seller hereby agrees to sell to and grants to Purchaser exclusive options to purchase the Option Property or any portion thereof. The anticipated developments will comply with City development standards and the Horn Rapids Community Master Plan.
2. Term of Options.
 - 2.1 Initial Option Term. The "Initial Option Term" of the Option Agreement shall commence on the Effective Date and continue until June 21, 2009

given the Purchaser has provided consideration as provided in Paragraph 3.1 of this agreement.

- 2.2 Extension Terms. Purchaser may extend the Initial Option Term for seven (7) additional one (1) year periods from the date of execution of this Amended and Restated Agreement, such extension being designated as "Extension Terms", by Purchaser providing written notice to Seller no later than sixty (60) calendar days prior to the expiration of the Option Term (either Initial or Extension) and by payment to Seller of the Extension Fee provided for in Section 3.2 below. Purchaser must have purchase minimum acreage as required by section 4.3 Option Exercise Schedule to extend the Option Term.

3. Consideration for Options.

- 3.1 Initial Option Term Consideration. As consideration for the option granted herein for the Initial Option Term, Purchaser shall pay the following amounts ("Option Consideration"): \$50,000 on or before the Effective Date, and \$100,000 on or before June 21, 2007, and \$100,000 on or before June 21, 2008. If the Option Consideration is not paid on or before the date indicated, this Option Agreement shall terminate automatically, without further actions or documents from Seller or Purchaser, and with Seller retaining all Option Consideration paid prior to termination
- 3.2 Extension Term Fee. The fee for extending the Option into the Extension Term (the "Extension Fee") shall be \$100,000 due by June 21 of the year in which notice of extension is made as provided for in Section 2.2.
- 3.3 Option Consideration and Extension Fee Nonrefundable. The Option Consideration and the Extension Fee are in consideration of the granting of the option and the extension thereof. These payments shall be retained by Seller notwithstanding the expiration of the options without exercise or the termination of this Option Agreement, or if an option is exercised, the termination of the applicable Purchase Agreement. The Seller shall retain twenty percent (20%) of the options fees paid and the balance of the option fee shall be applied to the closing of the final purchase.

4. Exercise of Option

- 4.1 Exercise Notice. Each Option shall be exercised, if exercised, by Purchaser giving written notice of exercise to Seller (the "Exercise Notice") and concurrently delivering to Seller two (2) copies of the Purchase Agreement,

with a legal description of the applicable Option Property attached, and each copy duly executed by Purchaser and dated as of the date of giving of the Exercise Notice. Exercise Notice shall specify a closing date (the "Closing Date"), which shall be no fewer than five (5) nor more than ninety (90) business days after the date the Exercise Notice is given. The 7th Extension Term will be granted without a minimum purchase requirement, although all extension fees are required to be paid (section 3.2). If, during the 7th Extension Term, the Purchaser produces evidence of approved plans and permits for the required SR240 sewer line, and either an executed contract or a construction bond satisfactory to the City to ensure construction of the sewer line, then Purchaser shall be entitled to the 8th Extension Term if they have paid the annual Extension Term Fee (section 3.2). If, during the 8th Extension Term, the SR 240 sewer is completed and accepted by the City, Purchaser shall be entitled to a 9th Extension Term if they have paid the annual Extension Term Fee (section 3.2). Eligibility for extensions beyond the 9th Extension Term will be based on the minimum purchase requirements in section 4.3 of the annual Extension Term Fee.

4.2 Right of Partial Exercise. Purchaser shall have the right to purchase at least ten (10) acres of any marketable part of Option Property during the current Extension Term ~~but not less than ten (10) acres at a time~~, or all of the Option Property, at the Purchase Price per acre specified in Section 5.1, and to continue the option on the remaining Option Property under the terms and conditions of this Agreement.

4.3 Option Exercise Schedule. Purchaser shall, at a minimum, exercise this Option Agreement as provided below:

OPTION TERM	REQUIRED PERFORMANCE
Initial Term (ends June 21, 2009)	25-acre minimum purchase
1 st Extension (ends June 21, 2010)	25-acre minimum purchase
2 nd Extension (ends June 21, 2011)	25-acre minimum purchase
3 rd Extension (ends June 21, 2012)	0 acres
4 th Extension (ends June 21, 2013)	25-acre minimum purchase
5 th Extension (ends June 21, 2014)	25-acre minimum purchase
6 th Extension (ends June 21, 2015)	<u>0 acres; Commitment to build SR240 sewer</u>
7 th Extension (ends June 21, 2016)	<u>Sewer design and begin construction</u>
8 th Extension (ends June 21, 2017)	<u>Completed SR240 sewer accepted by City</u>
<u>9th Extension (ends June 21, 2018)</u>	<u>25-acre minimum purchase</u>
<u>10th Extension (ends June 21, 2019)</u>	<u>25-acre minimum purchase</u>
<u>11th Extension (ends June 21, 2020)</u>	<u>25-acre minimum purchase</u>
<u>12th Extension (ends June 21, 2021)</u>	<u>25-acre minimum purchase</u>
<u>13th Extension (ends June 21, 2022)</u>	

If Purchaser has not made the minimum purchase or met the required performance during a given Extension Term, this Agreement shall immediately terminate.

In the event Purchaser acquires more than 25 acres in the Initial Option Term, or in any Extension Term, any property in excess of 25 acres shall be credited towards the 25-acre requirement in subsequent extension terms until such time as all of the excess property has been applied to the minimum requirements in the Extension Terms.

5. Purchase Price.

5.1 Option Property. If Purchaser exercises the option and closes in calendar year 2007, the purchase price for property that is within 125 lineal feet of the golf course, as measured perpendicular to the outside boundary of the golf course (or any portion thereof), shall be \$21,000 per acre and the purchase price for all of the other Option Property (or any portion thereof) shall be \$19,000 per acre.

If Purchaser exercises the option and closes in calendar year 2008, the purchase price for the property that is within 125 lineal feet of the golf course, as measured perpendicular to the outside boundary of the golf course (or any portion thereof), shall be \$22,000 per acre and the purchase price for all of the other Option Property (or any portion thereof) shall be \$20,000 per acre.

If Purchaser exercises the option and closes in calendar year 2009, the purchase price for the property that is within 125 lineal feet of the golf course, as measured perpendicular to the outside boundary of the golf course, (or any portion thereof) shall be \$23,000 per acre, and all property within 125 lineal feet of the golf course, shall be exercised under this option agreement by December 31, 2009, and the purchase price for all of the other Option Property (or any portion thereof) shall be \$21,000 per acre.

If Purchaser extends the Initial Option Term per Paragraph 2.2, the purchase price during the 6th Extension Term (ending June 21, 2015) will be \$28,000 per acre for all other property not within 125 feet of the Horn Rapids Golf Course, and \$26,000 per acre for all other property not within 125 feet of the Horn Rapids Golf Course. The purchase price shall freeze at the 6th Extension Term price during the 7th and 8th Extension Terms. The

price freeze shall end on June 21, 2017 and increase by \$1,000 each Extension Term thereafter.

Purchaser shall receive a credit against the purchase price in an amount equal to 80% of the Option Consideration and any Extension Fees actually paid, each pro-rated according to the acreage purchased, until the final purchase of the entire option property as provided for in Section 3.3.

5.2 Acreage. As used herein, the term "acre" or "acreage" shall mean gross acreage. The acreage of the Option Property shall be determined from an ALTA survey (the "Survey") of the Option Property, to be performed by Purchaser at Purchaser's cost, within fifteen (15) business days prior to closing date of those parcels in which Purchaser has exercised its option to purchase after the Effective Date. The Survey and the acreage shown thereon for the Option Property shall be subject to the approval of Seller, which shall not be unreasonably withheld or delayed.

5.3 Reversion. Reversionary language shall be in any purchase and sale agreement and placed upon the deed at transfer. A sample of the reversionary language is as follows:

Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchasers in anticipation of each Purchaser building residential units. Seller shall have the right, but not obligation, in its sole discretion to repurchase the Property in any of the following events: (a) if a Purchaser fails to submit an application to Seller for approval of subdivision construction plans within six (6) months of Closing; (b) if a Purchaser does not initiate construction (i.e. completion of infrastructure sufficient to finalize the plat, installing utilities) within eighteen (18) months of Closing, (c) Purchaser offers to sell or enters into an agreement to sell any portion of the Property without building the subdivision development thereon (collectively a "Repurchase Event"). Purchaser shall notify Seller promptly upon the occurrence of any Repurchase Event. If Seller elects to repurchase the Property, Seller will give notice to Purchaser within 60 days after Seller receives notice that a Repurchase Event has occurred and closing will occur within 60 days after Seller gives its notice of repurchase. At the closing of the repurchase, Seller shall pay Purchaser in cash as the repurchase price an amount that is 100% of the original Purchase Price, without interest and after deducting all of Seller's closing costs in the original closing and any delinquent property taxes. Purchaser shall pay all costs of closing of the repurchase, including any real estate

excise tax (but the parties believe the repurchase qualifies as a rescission). At Closing, Purchaser shall convey the Property by the same type of deed as used in the original sale, and Purchaser shall remove all exceptions and encumbrances to title that were not in existence at the original closing (including but not limited to any deeds of trust or other monetary encumbrances). This repurchase right shall survive the delivery of the Deed. At the original closing, a Memorandum of Repurchase Right shall be recorded to provide notice of Seller's repurchase right under this Option Agreement.

5.4 City's Reversionary Right during 6th, 7th and 8th Extension Terms. Seller agrees to suspend the Reversionary Clause and Option to Repurchase/Reclaim, as provided in Section 5.3, during the 6th and 7th Extension Terms for those undeveloped option properties currently owned by Purchaser as of the effective date of this Agreement. If Purchaser is in compliance with the terms of this Amended and Restated Agreement at the end of the 7th Extension Term for construction of the second access off SR 240 and construction of the second sewer service, Seller agrees to suspend the Reversionary Clause during the 8th Extension Term. At the end of the 8th Extension Term, Seller will allow Purchaser six (6) months to submit for approval of subdivision construction plans of the undeveloped option property currently owned by Purchaser, per Section 5.3. If, at any time, Purchaser fails to develop new lots during a twelve (12) month period commencing at the conclusion of the 8th Extension Term (e.g. construction of road and utilities), then Seller, at its sole discretion, may provide notice to Purchaser of its intent to repurchase undeveloped option property at the purchase price the option property was sold to Purchaser. Purchaser may satisfy this requirement by developing any portion of the option property they currently own or take down in new purchases of option property.

If Purchaser is not in compliance with this Amended and Restated Agreement at the end of the 7th Extension Term, Seller may, at its sole discretion, provide notice to Purchaser of its intent to repurchase undeveloped option properties owned by Purchaser, per the Reversionary Clause in Section 5.3.

5.5 Regardless of the agreed suspension of Seller's right to repurchase, as described in Section 5.4 above, the Reversionary Clause and Option to Repurchase/Reclaim language, as provided in Section 5.3, shall still be included in any purchase and sale agreement and placed upon the deed at

transfer for any transactions occurring during the 6th, 7th or 8th Extension Terms. Seller agrees to suspend its right to repurchase any currently undeveloped option properties owned by Purchaser as of the effective date of this Agreement under the following conditions:

- a. Within six (6) months of the conclusion of the 8th Extension Term, Purchaser submits to the City a permit application for subdivision construction plans to develop the next parcel; and
- b. Every twelve (12) months of the conclusion of the 8th Extension Term, and every twelve (12) months thereafter, Purchaser initiates construction of at least one subdivision.

5.6 Reimbursement Agreement. In the event Purchaser constructs the second access to SR240 and extends water and sewer mainlines along Highway 240; and these improvement projects qualify for a latecomer reimbursement agreement under Washington State Law RCW 35.72, and the City sells the "School Property" in excess of \$20,000 per acre, the City will enter into and administer a latecomer reimbursement agreement to the benefit of the Purchaser. Revenues of School Property in excess of \$20,000 per acre will be utilized to pay for half of the construction costs of Boulevard, on a linear foot basis, and on a relative share (School Property acreage divided by the total acreage of the Option Property and the School Property) for extending sewer and water improvements along Highway 240.

5.7 Twin Bridges Road. In the event Purchaser makes improvements to Twin Bridges Road that benefit both the Option Property and Seller owned property North of Twin Bridges Road, and this improvement project qualifies for a latecomer reimbursement agreement under Washington State Law RCW 35.72, the City will enter into and administer a latecomer reimbursement agreement to the benefit of the purchaser.

6. Purchaser's Due Diligence.

6.1 Seller's Deliveries. No later than thirty (30) business days after the Effective Date, Seller shall deliver to Purchaser, at Seller's expense, without representation or warranty, the following documents:

- 6.1.1 A preliminary title report (the "Title Report") of the Option Property, issued by Frontier Title Insurance Company or other Title Company acceptable to both parties ("Escrow Holder"),

together with a copy of each of the documents noted as exceptions in the Title Report.

6.1.2 Copies of all service and maintenance contracts affecting the Option Property (the "Service Contracts") which will remain in effect after the applicable Closing Date, or a letter from Seller confirming that no Service Contracts will remain in effect after the applicable Closing Date.

6.1.3 Copies of all structural soils reports for the Option Property in Seller's possession or reasonably available to Seller.

6.1.4 Copies of all environmental reports for the Option Property in Seller's possession or reasonably available to Seller.

6.2 Title Review. During the period up to and including thirty (30) business days after receipt of the Title Report (the "Title Review Period"), Purchaser shall review the Survey, the Title Report and the underlying exceptions and, on or before the expiration of the Title Review Period, shall give Seller written notice ("Disapproval Notice") of any objections Purchaser may have with the status of title on the Option Property ("Disapproved Exceptions"). Any such exceptions not expressly disapproved by Purchaser in writing on or before the expiration of the Title Review Period shall be deemed approved (the "Approved Exceptions"). Further, within fifteen (15) business days after any notice from Escrow Holder identifying the need to amend or add any exception to the Title Report, Purchaser shall notify Seller of any objections Purchaser may have to said amendment or addition, and such exceptions shall constitute Disapproved Exceptions hereunder. Within fifteen (15) days after Purchaser delivers to Seller its Disapproval Notice, Seller shall notify Purchaser whether or not Seller will remove any or all of the Disapproved Exceptions, and Seller's failure to notify Purchaser that it will remove shall mean that Seller has declined to remove the Disapproved Exceptions. If Seller declines to remove any of the Disapproved Exceptions (either by notice to Purchaser or by failing to respond within Seller's 15-day reply period), then, within fifteen (15) business days after Seller's declining to remove the Disapproved Exception, or prior to exercise of the Option, whichever is earlier, Purchaser shall give Seller and Escrow Holder written notice, either that Purchaser (i) waives its prior disapproval of such Disapproved Exceptions and agrees to accept such title as Seller is willing to convey, or (ii) terminates this Option Agreement. If Purchaser waives its prior

disapproval, (i.e. option (i) above), all Disapproved Exceptions then known to Purchaser, other than Disapproved Exceptions to be removed at Closing and Disapproved Exceptions Seller has agreed in writing to remove prior to Closing, shall thereafter be deemed to be Approved Exceptions. The Approved Exceptions, any amended exceptions to the Title Report to which Purchaser does not timely deliver a Disapproval Notice, and any Disapproved Exceptions which Purchaser waives or approves in writing shall be referred to hereinafter as the "Permitted Exceptions." If Purchaser terminates this Option Agreement because Seller will not or cannot remove any of the Disapproved Exceptions, (i.e. option (ii) above), Seller shall refund all Option Considerations paid.

6.3 Other Due Diligence.

6.3.1 Prior to and during the Option Term, Purchaser shall be permitted to make, at Purchaser's cost, such reasonable physical, legal and other inspections of the Option Property as Purchaser deems appropriate and to review Seller's due diligence deliveries described in Section 6.1 hereof (the "Non-Title Related Deliveries"). Purchaser may, at Purchaser's cost, update any Environmental Preliminary Site Assessment of the Option Property furnished by Seller or perform a new Preliminary Site Assessment. Purchaser shall deliver to Seller, within fifteen (15) business days of Purchaser's receipt thereof, a copy of all environmental reports relating to the Option Property obtained by Purchaser.

6.3.2 If Purchaser exercises the Option, Purchaser will be deemed to have approved the physical condition of the Option Property.

6.4 Access to Property. Indemnification. Purchaser or a representative of Purchaser shall have access to the Option Property during normal business hours to inspect the condition of the property and to conduct studies and planning activities. Purchaser hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any and all costs, expenses, losses, charges and claims arising out of Purchaser's (or any representative of Purchaser's) activities on the Option Property, provided that the foregoing indemnification shall not apply to matters or conditions discovered by Purchaser or its agents on the Option Property which were not caused solely by Purchaser.

7. Covenants, Representations and Warranties.

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

- 7.1.1 During the period between the Effective Date and the termination or expiration of the Option Agreement or the close of sale of the Option Property (each such period being an "Effective Period"), Seller shall not make any material alterations to the Option Property (except as required by law or governmental order, in the ordinary course of business or in the event of an emergency), nor modify or terminate any of the Service Contracts, licenses, permits, legal classification, or other governmental approvals pertaining to the Option Property, nor enter into any lease or agreement pertaining to the Option Property without Purchaser's prior consent, which consent shall not be unreasonably withheld or delayed and which consent shall be deemed granted if Seller receives no response within fourteen (14) days to a request for such consent.
- 7.1.2 During the Effective Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Option Property without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed and which consent shall be deemed granted if Seller receives no response within fourteen (14) days to a request for such consent.
- 7.1.3 During the Effective Period, Seller will operate and maintain the Option Property in a manner consistent with Seller's past practices relative to the Option Property and in a manner which shall not cause waste to the Option Property.
- 7.1.4 During the Effective Period, and for a period of five (5) years after Buyer's acquisition of title to the Option Property, or any portion thereof, Seller shall reasonably cooperate with Purchaser in Purchaser's efforts to obtain approvals and permits for developing the Option Property ("Entitlements"). All costs fees and expenses in applying for and obtaining such Entitlements specific to the Option Property or the Purchaser's use thereof, shall be paid by Purchaser. Seller shall not be required to enter into any obligations or change the status of the Option Property in connection with such Entitlements prior

to the vesting of title to such Option Property by Purchaser. Seller acknowledges that a material inducement to Purchaser in entering into this Agreement and in exercising the Options granted hereunder is Seller's agreement to expedite the process of obtaining Entitlements and to cooperate with Purchaser in issuing such Entitlements so that Purchaser can commence operations on the Option Property in as timely a fashion as possible. Notwithstanding any other provision in this section, the parties acknowledge and agree that Seller retains and will exercise its regulatory and police power authority and discretion, and will follow all application procedures and any notice and hearing provisions, to the extent the Entitlements are to be obtained from the City of Richland.

7.2 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the Closing Date for the Option Property. "To the best of Seller's knowledge" shall mean information known to the [Economic Development Manager](#) for the City of Richland without further inquiry. Seller shall immediately give Purchaser written notice of any event which would make any representation or warranty set forth in Section 7.2 incorrect or untrue.

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

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

7.2.3 To the best of Seller's knowledge, all documents delivered to Purchaser by Seller pursuant to Sections 6.1.2, 6.1.3 and 6.1.4 are true, correct and complete copies of the documents in Seller's file.

7.2.4 To the best of Seller's knowledge, during the period since acquiring ownership of the subject property:

- 7.2.4.1. Seller has not received any written notice from any governmental authorities that eminent domain proceedings nor the condemnation of the Option Property are pending or threatened.
- 7.2.4.2. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or a regulatory agency which would materially and adversely affect the Option Property other than prior litigation related to the action captioned Columbia Triangle Venture, L.P. v. The City of Richland, Benton County Superior Court Cause No. 99- 2-00895-0.
- 7.2.4.3. Seller has not received any written notice from any governmental authority that Seller's use of the Option Property is presently in violation of any applicable zoning, land use, environmental or other law, order, ordinance or regulation affecting the Option Property. Seller is not in breach or default under any covenants, conditions, restrictions, rights-of-way or easements which affect the Option Property or any portion thereof.
- 7.2.5 No special or general assessments have been levied against the Option Property, other than as disclosed by the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.
- 7.2.6 Seller has not entered into, and will not during this option period enter into any contract, option, right of first refusal, lease or other agreement which is presently in effect pursuant to which Seller has granted to any person or entity other than Purchaser the present or future right to purchase, occupy or lease any interest in the Option Property or any portion thereof.
- 7.2.7 Except for matters, if any, discussed in the environmental reports delivered to Purchaser by Seller pursuant to Section 6.1 of this Option Agreement or which may hereafter be disclosed in any updates thereof by Purchaser or any new Preliminary Site Assessments or environmental tests, (a) Seller has no

knowledge of any release of Hazardous Substances (as hereinafter defined) located on or beneath the Option Property; and (b) Seller has not been required by any governmental agency to undertake remediation activity with respect to Hazardous Substances on the Option Property. As used herein the term "Hazardous Substance" shall mean and include any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and in any and all amendments thereto in effect during the Effective Period or such substances, materials or wastes otherwise regulated under any applicable local, state or federal law, regulation, ordinance or order.

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

7.3 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows:

7.3.1 Purchaser is a limited liability corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington and Oregon and authorized to do business in the State of Washington.

7.3.2 Purchaser has, and as of the Closing Date shall have full power and authority to enter into and carry out the terms and provisions of this Option Agreement and the Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Agreement and such other documents have been taken.

8. Miscellaneous. Seller and Purchaser agree as follows:

8.1 Entire Agreement. This Option Agreement and the Purchase Agreement, if executed, shall constitute the Entire Agreement between the parties and supersede any and all prior agreements or understandings, whether verbal or written, concerning the sale of the Option Property.

- 8.2 Amendments. This Option Agreement may be modified or amended by written and signed agreement by both Seller and Purchaser.
- 8.3 Governing, Law and Venue. This Option Agreement shall be governed by the laws of the State of Washington. The venue of any litigation shall be the Benton County Superior Court, Benton County, Washington.
- 8.4 Time of Essence. Time is of the essence of this Agreement.
- 8.5 Attorney's Fees. In the event of any claim or dispute arising out of this Option Agreement, the non-prevailing party shall be responsible for all attorneys' fees and costs of the arbitration or litigation.
- 8.6 Assignment. Purchaser may assign its rights hereunder to any person or entity controlled by or which controls Purchaser, control meaning a person or entity with a fifty-one percent (51%) or more ownership of Purchaser. The Purchaser and Seller also agree that this Option Agreement may be assigned to a third party developer for the purpose of constructing residential development. Such assignment will require written approval of the assignee by the City of Richland; said approval shall not be unduly withheld. This option Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties.
- 8.7 Notices. Whenever Escrow Holder or any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by facsimile or United States Mail.

Purchaser (notice to both):

Mr. Stew Stone
North Stone Richland, LLC
1220 20th Street SE
Salem, Oregon 97302
Phone: (503) 371-1234
Fax: (503) 945-0111

[Ron Bochsler, North Stone Richland](#)
C/O North Santiam Paving Co.
[P.O. Box 516](#)
Stayton, Oregon 97383
Phone: 503-769-3436
Fax: (503) 769-7358

Seller:

City of Richland
Economic Development Department
Attn: Economic Development Manager
P.O. Box 190, MS#7
Richland, Washington 99352

- 8.8 Third Parties. Purchaser agrees to provide Aerial and Topographical boundary survey maps to determine actual usable property and identify encroachments issues; prepare parcel survey and segregation; utility system analysis and planning, site and master plan design, engineering and coordination with various community partners such as Richland School District and the Horn Rapids Homeowners Association, and construction of the secondary access to the master planned community.
- 8.9 Off Site Improvements. The Purchaser agrees to pay a \$300 per lot transportation impact fee on new development within the Option Property. Said impact fee is based on the development of four (4) lots per acre and a total cost of transportation improvement fees not to exceed \$240,000. Purchaser also agrees to develop a secondary access on SR 240. Said lot fee is dedicated towards the signalization of the second access if warranted by the Washington State Department of Transportation. Said transportation impact fee shall be collected until there are sufficient funds to complete the project. All cost estimates for purpose of determining the total amount of impact fees required for improvements shall be approved by the City of Richland Public Works Department.

[Signature page follows]

CITY OF RICHLAND – SELLER

NORTH STONE RICHLAND, LLC – PURCHASER

Cynthia D. Johnson

City Manager

Date: _____

Stew Stone

Member

Date: _____

APPROVED AS TO FORM:

Heather Kintzley

City Attorney

Date: _____

Ronald R. Bochsler

Member

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 110-15, Authorizing the City Manager to Sign and Execute an Agreement with Wildlands, Inc. for \$121,128.10 for Completion of the Amon Basin Revegetation Project

Department:

Public Works

Ordinance/Resolution Number:

110-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 110-15, authorizing the City Manager to sign and execute an agreement with Wildlands, Inc. for \$121,128.10 for completion of the Amon Basin Revegetation project.

Summary:

In 2007 and 2008, the City partnered with the Washington State Department of Transportation (WSDOT), the Washington State Energy Facility Site Evaluation Council (EFSEC), and Tapteal Greenway to purchase the Amon Creek properties. The City assumed ownership and management responsibilities for the properties with the goal of preserving them as natural open space. In 2011, the City completed the Leslie Trunk Sewer, a long-planned sewer pipeline needed to provide service to the southern end of the City. A portion of the sewer pipeline was installed through the Amon Creek properties. The project included a robust revegetation program designed to restore the property disturbed by the sewer construction and to enhance wetland vegetation.

In late 2014, representatives from WSDOT, the City's Public Works Department, and Wildlands, Inc. inspected the Amon Creek properties and determined that the long-term success of the 2011 revegetation effort was poor. It was determined that a second revegetation program was desirable to achieve the site management goals of the City and WSDOT.

On February 3, 2015, Council approved Resolution No. 21-15, authorizing Wildlands, Inc. to prepare a revegetation plan. Wildlands, Inc. produced the plan in April, and in May Council approved a 2015 budget amendment authorizing the project with funding from the Wastewater Utility. WSDOT and EFSEC staff support the City's plan. This project will remove undesirable vegetation, will amend the soil, will plant native plant species, and will maintain and manage the plant maturing process with protective fencing, watering, and weed control. Public Works solicited bids through the small works process, and on June 4, 2015, received just one bid in the amount of \$121,128.10. Work is scheduled to start in late June, and will continue into early 2016, after which a three-year maintenance period will begin.

Fiscal Impact:

Yes

Council approved Ordinance 26-15 on May 5, 2015 which authorized \$110,000 for completion of this work. This will cover the planting work and the first year of maintenance which total \$95,324.74. The remaining two years of maintenance will cost \$12,901.68 each year, and will be budgeted in the 2016 and 2017 operating budget for the Wastewater Utility.

Attachments:

1. Proposed Resolution No. 110-15
2. Amon Basin Revegetation - Bid Tab
3. Amon Basin Revegetation - Vicinity Map

RESOLUTION NO. 110-15

A RESOLUTION of the City of Richland authorizing the award of a bid and execution of a construction contract to Wildlands, Inc. for the Amon Basin Revegetation Project.

WHEREAS, in March, 2007 the City of Richland (the City), Washington State Department of Transportation (WSDOT), Washington State Energy Facility Site Evaluation Council (EFSEC), and Tapteal Greenway entered in to agreements to fund and acquire the Amon Creek Property; and

WHEREAS, in March, 2008, the City, WSDOT, EFSEC, and Tapteal Greenway entered into agreements to fund and acquire the Amon Creek Phase II Property; and

WHEREAS, both acquisitions included an Agreement Regarding Future Use of Real Property that designated the property for habitat conservation and passive recreation uses; and

WHEREAS, the Agreement Regarding Future Use of Real Property includes a provision enabling the City to construct a public street across the Amon Creek Property under certain conditions; and

WHEREAS, in 2011, after detailed consultations with Tapteal Greenway leadership and public review through the State Environmental Policy Act (SEPA) procedures, the City constructed a sewer pipeline through a portion of the Amon Creek Properties to complete a facility long-included in the City's General Sewer Plans; and

WHEREAS, the 2011 sewer construction project included a substantial revegetation effort designed to restore the portion of the site disturbed by the construction and also to enhance non-disturbed areas that were impacted by undesirable invasive plant species. The planned revegetation program was expanded after the project disturbed a larger footprint of the Amon Creek Properties than originally planned; and

WHEREAS, Wildlands, Inc. was the revegetation subcontractor on the 2011 sewer construction project; and

WHEREAS, in November, 2014 representatives from the City, WSDOT, and Wildlands, Inc. inspected the progress of the revegetation effort and determined that the survival rate for upland shrubs was less than anticipated and desirable; and

WHEREAS, all of those present suggested that a second revegetation project was desirable to fulfill the original intent of the Amon Creek Properties acquisition; and

WHEREAS, during the November, 2014 site assessment, revegetation experts from WSDOT and Wildlands, Inc. were unsure of the cause of the poor performance from the previous revegetation project and suggested that a site-specific evaluation and revegetation plan was desirable; and

WHEREAS, Wildlands, Inc. was retained by the City and completed an evaluation and revegetation plan in April, 2015. The plan recommended soil amendments, additional plantings, and ongoing site management efforts; and

WHEREAS, City staff requested a WSDOT review of the revegetation plan and received enthusiastic support for the plan; and

WHEREAS, City staff, using the Wildland, Inc. prepared plan, solicited bids in accordance with the City's purchasing policies, receiving and opening one (1) bid on June 4, 2015; and

WHEREAS, Wildlands, Inc. submitted the lowest responsible bid of the only one received; and

WHEREAS, the funding for this work was previously approved by Council on May 19, 2015 with the passage of Ordinance No. 26-15; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to:

1. Sign and execute the Amon Basin Revegetation contract with Wildlands, Inc, in accordance with their bid received on June 4, 2015; and
2. Direct Public Works Department staff to administer the construction contract and execute change orders as required fulfilling the design intent of the contract within the constraints of the approved budget.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16rd day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

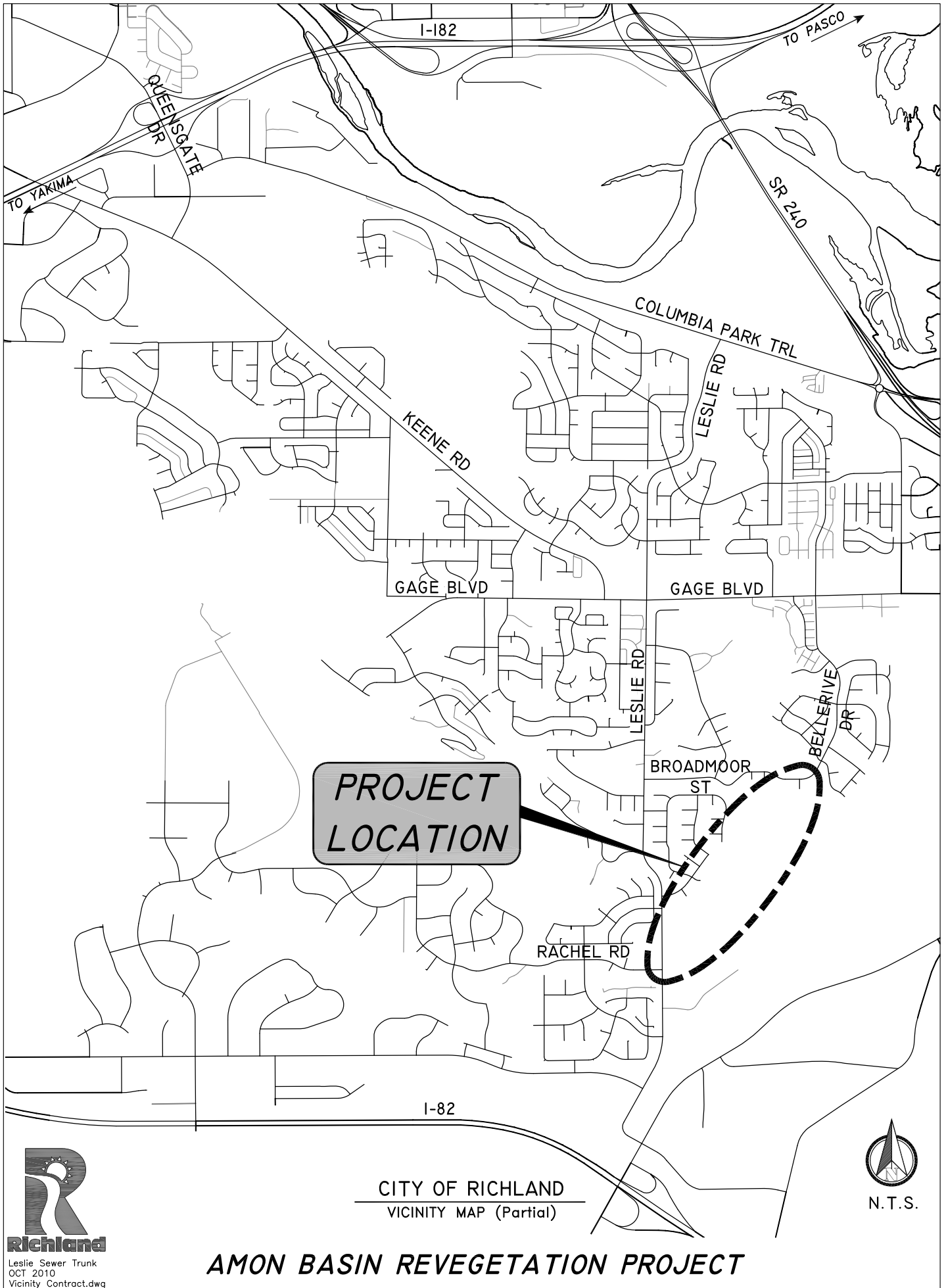
DATE BIDS OPENED: June 4, 2015	SB # 15-0073
AMON BASIN REVEGETATION	

				ENGINEER'S ESTIMATE		WILDLANDS, INC RICHLAND, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ROAD IMPROVEMENTS								
1	Mobilization.	1	LS*	\$4,000.00	4,000.00	2,771.00	2,771.00		-
2	SPCC plan (all schedules).	1	LS*	1,000.00	1,000.00	100.00	100.00		-
3	Pre-planting wee removal & control.	1	LS*	5,800.00	5,800.00	8,275.00	8,275.00		-
4	Ground preparation (tilling/decompaction).	1	LS*	3,200.00	3,200.00	1,300.00	1,300.00		-
5	Compost application (1" depth / 135 CY/acre).	1	LS*	5,600.00	5,600.00	5,500.00	5,500.00		-
6	Compost application (2" depth / 270 CY/acre).	1	LS*	5,200.00	5,200.00	4,000.00	4,000.00		-
7	Shredded wood mulch installations (5" depth / 675 CY/acre).	1	LS*	10,800.00	10,800.00	7,250.00	7,250.00		-
8	Seed application.	1	LS*	5,300.00	5,300.00	5,300.00	5,300.00		-
9	Shrub planting.	1	LS*	22,300.00	22,300.00	22,300.00	22,300.00		-
10	Fencing provision & installation.	1	LS*	19,100.00	19,100.00	19,100.00	19,100.00		-
	MAINTENANCE (3 YEARS minimum) ..with option for 2 additional years if required.								
11	Weed control (manual herbicide application)*	12	APP	1,220.00	14,640.00	1,200.00	14,400.00		-
12	Hand watering*	12	APP	1,125.00	13,500.00	1,130.00	13,560.00		-
13	Exclusion fence maintenance**	12	APP	1,000.00	12,000.00	640.00	7,680.00		-
ROAD IMPROVEMENTS SUBTOTAL					\$122,440.00		\$111,536.00		\$0.00
8.6% SALES TAX					10,529.84		9,592.10		-
ROAD IMPROVEMENTS TOTAL					\$132,969.84		\$121,128.10		\$0.00
GRAND TOTAL					\$132,969.84		\$121,128.10		\$0.00

Lump Sum (LS) prices include all equipment, materials (except for compost and shredded wood mulch which is available by the City of Richland (at City Landfill - **Not delivered** to the site), and mobilization costs associated with completing the work described in the Native Plant Restoration Plan for this Project.

*Unit prices for weed control and watering include all equipment, material, and mobilization costs associated with performing a single application. Prices are provided as per-application rates. The number of applications per year will vary depending on soil moisture and weather conditions, as well as current weed population growth during each growing season, and will be based on frequent on-the-ground assessments. For bidding purposes we used 4 applications (app) per year for the first three (3) years. If additional maintenance years are required and approved by the City, the unit cost per application is to remain, but the frequency of applications will likely decrease.

**Due to heavy human and animal use within and around the project area, as well as high populations of tumbleweed-producing weeds in the vicinity that tend to build up against fences, it is anticipated that fenced enclosures will require two (2) yearly maintenance visits: one in the early spring and a second one in the late summer/early fall. Fence maintenance should continue as long as the fences are standing on-site.





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 114-15, Authorizing an Interlocal Cooperative Agreement with the Port of Kennewick for Construction of a Parking Lot at Trailhead Park

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

114-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 114-15, authorizing an interlocal cooperative agreement with the Port of Kennewick for additional off-street parking at Trailhead Park.

Summary:

Earlier this year, the City adopted a master plan for Trailhead Park including a provision for additional off-street parking. The Port of Kennewick desires to assist the City with the project and contribute up to \$150,000. A proposed interlocal agreement is the next step toward creating additional off-street parking at Trailhead Park and, if authorized, staff will begin construction design, provide an amendment to the Capital Improvement Plan for Council action, and prepare the project for bidding.

Fiscal Impact:

The \$150,000 project will be 100% funded by the Port of Kennewick. Minor administrative effort will be absorbed by City staff. After approval of the interlocal agreement, staff will bring a budget amendment ordinance to Council for approval.

Attachments:

1. Proposed Resolution 114-15
2. Proposed Interlocal Cooperative Agreement
3. Trailhead Park Master Plan

RESOLUTION NO. 114-15

A RESOLUTION of the City of Richland authorizing execution of an interlocal cooperative agreement with the Port of Kennewick for construction of a parking lot at Trailhead Park.

WHEREAS, in 2015 the City of Richland adopted a master plan for Trailhead Park;
and

WHEREAS, the park master plan includes an element to construct a parking lot;
and

WHEREAS, the Port of Kennewick desires to contribute funds toward the construction of a parking lot at Trailhead Park; and

WHEREAS, on May 26, 2015 the Port of Kennewick Board of Commissioners authorized an interlocal agreement to contribute up to \$150,000 to construct a parking lot;
and

WHEREAS, the City of Richland considers it in the best public interest to enter into an interlocal cooperative agreement with the Port of Kennewick.

NOW, THEREFORE, BE IT RESOLVED that execution of interlocal cooperative agreement with the Port of Kennewick for construction of a parking lot at Trailhead Park is hereby authorized.

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 16th day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE PORT OF KENNEWICK
for
Construction of Badger Mountain Trail Project

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2015 between the City of Richland, a Washington municipal corporation (hereinafter referred to as the “City”), and the Port of Kennewick, a Washington municipal corporation (hereinafter referred to as the “Port”), and hereinafter collectively referred to as the “Jurisdictions.”

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that there exists a parking project that would mutually benefit both the Port and the City by providing significant safety improvements and enhanced aesthetic appeal, and is in the best interests of the Jurisdictions and the public; and

WHEREAS, said project will improve pedestrian access and safety at the Badger Mountain Trailhead area, and will help promote and support the public’s use of these areas along with supporting tourism. Said project will also improve and enhance the appeal of the City to attract economic development within the Port District; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to complete the project Badger Mountain Trail Parking Area (hereinafter the “Project”) in Richland, Washington, which will enhance the economic development and quality of life in the City and in the Port district properties within the City.

Section 2. Administration. This Agreement shall be administered by the City of Richland. The City of Richland shall be responsible for:

- (a) Establishing policies and a budget for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) Following applicable Port and City bid and prevailing wage laws, policies and procedures when awarding bids for the Project.

Section 3. Port's Funding and Use of Property. The Port commits to providing Project funding in an amount not to exceed \$150,000. Funding shall be utilized as follows:

- (a) Badger Mountain Trail parking construction as identified on Exhibit A, which is attached hereto and incorporated herein by reference;
- (b) Applicable Washington State Sales Tax on Exhibit A; and
- (c) A City of Richland administration fee of 5% of the total project amount.

If bid amounts exceed \$150,000, the Port or the City may terminate this Agreement with written notice to the other party. The Port acknowledges and agrees that it shall not acquire an ownership interest in the Project property regardless of the dollar amount contributed to the Project.

Section 4. City's Commitment. The City commits to provide "in-kind" support to the Project, to include assignment of City staff for coordination of planning with Port staff, project administration, coordination and monitoring. The Port shall have the opportunity to review and accept the work upon completion of the Project and prior to final acceptance by the City. Should the Port determine that the work is not acceptable, the Port and the City shall work together to determine the appropriate corrective action(s) to be taken. The City shall own the improvements installed by the Port, and shall be responsible for all future maintenance. The City shall not be required to contribute any funds to the Project.

Section 5. Indemnification/Hold Harmless. The City commits to administer, coordinate, and monitor its contractors during the Project. The City agrees to indemnify, hold harmless, and defend the Port, its agents, commissioners, and employees from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from the City's contractor(s).

Section 6. Modification. This Agreement may be modified only by written consent of both parties as executed by their authorized representatives.

Section 7. Term of Agreement and Termination. The term of this Agreement shall be from the date identified above to completion of the Project or three years from the date identified above, whichever occurs first. The Agreement may be terminated only in the event the bid amounts exceed \$150,000.

Section 8. Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by either Jurisdiction during the term of this Agreement and for the period of retention required under state law. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

Section 9. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking, nor is the acquiring, holding or disposing of real or personal property anticipated or authorized by this Agreement.

Section 10. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term,

condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written above.

CITY OF RICHLAND

Cynthia D. Johnson, ICMA-CM
Richland City Manager

ATTEST:

Marcia Hopkins, Richland City Clerk

APPROVED AS TO FORM:

Heather Kintzley, Richland City Attorney

PORT OF KENNEWICK,
A Washington Municipal Corporation
By Authority of its Board of Commissioners

By: _____
Tim Arntzen, Executive Director

APPROVED AS TO FORM:

Lucinda J. Luke, Port Counsel

ACKNOWLEDGEMENTS

[illegible]

On this ____ day of _____, 2015 before me personally appeared **Cynthia D. Johnson**, to me known to be the **City Manager** of the **City of Richland**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)) ss.
COUNTY OF BENTON)

On this ____ day of _____, 2015 before me personally appeared **Tim Arntzen** to me known to be the **Executive Director** of the **Port of Kennewick**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 _____ (Print Name)
 Notary Public in and for the State of
 Washington, Residing at: _____
 My Commission Expires: _____

Trailhead Park Master Plan - April 2015





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 115-15, Establishing a Public Hearing Date to Consider the Proposed Premiere Columbia Properties Annexation

Department:

Community & Development Services

Ordinance/Resolution Number:

115-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 115-15, establishing July 7, 2015, as a public hearing date for Council to consider the annexation petition submitted by Columbia Premiere Orchards.

Summary:

Columbia Premiere Orchards has requested annexation into the City for a 15.6-acre tract that is located east of Dallas Road and south of I-82.

Council adopted Resolution No. 151-14 on October 7, 2014, which authorized the initiation of annexation procedures. The Planning Commission subsequently held a public hearing to consider appropriate zoning for the site; the Boundary Review Board completed its review of the proposal; Council authorized the circulation of a formal petition through the adoption of Resolution No. 47-15, and the Benton County Assessor certified the petition as sufficient. The next and final steps in the annexation process is for the City Council to hold a public hearing and to adopt an ordinance formally annexing the property.

Staff recommends adoption of proposed Resolution No. 115-15, which would establish the regular Council meeting date of July 7, 2015, as the time to conduct a public hearing to consider this annexation request.

Fiscal Impact:

Setting the hearing date has no fiscal impact. Subsequent approval of annexation of the site will increase the City's property tax base but will also obligate the City to provide services to the newly annexed area. Staff will provide a more detailed analysis of the fiscal impacts of the proposed annexation at the upcoming annexation hearing.

Attachments:

1. Proposed Resolution No. 115-15
2. Vicinity Map

RESOLUTION NO. 115-15

A RESOLUTION of the City of Richland setting a public hearing date to consider the proposed annexation of approximately 15.6 acres located east of Dallas Road and south of I-82 in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, a petition for annexation to the City of Richland has been received from Premiere Columbia Properties, LLC, the owners of a 15.6 acre parcel and such petition has been duly certified by the Benton County Assessor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City of Richland hereby establishes the regular City Council meeting date of July 7, 2015, as the date in which the Council will conduct a public hearing to consider the annexation petition submitted by Premiere Columbia Properties, LLC.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 16th day of June, 2015.

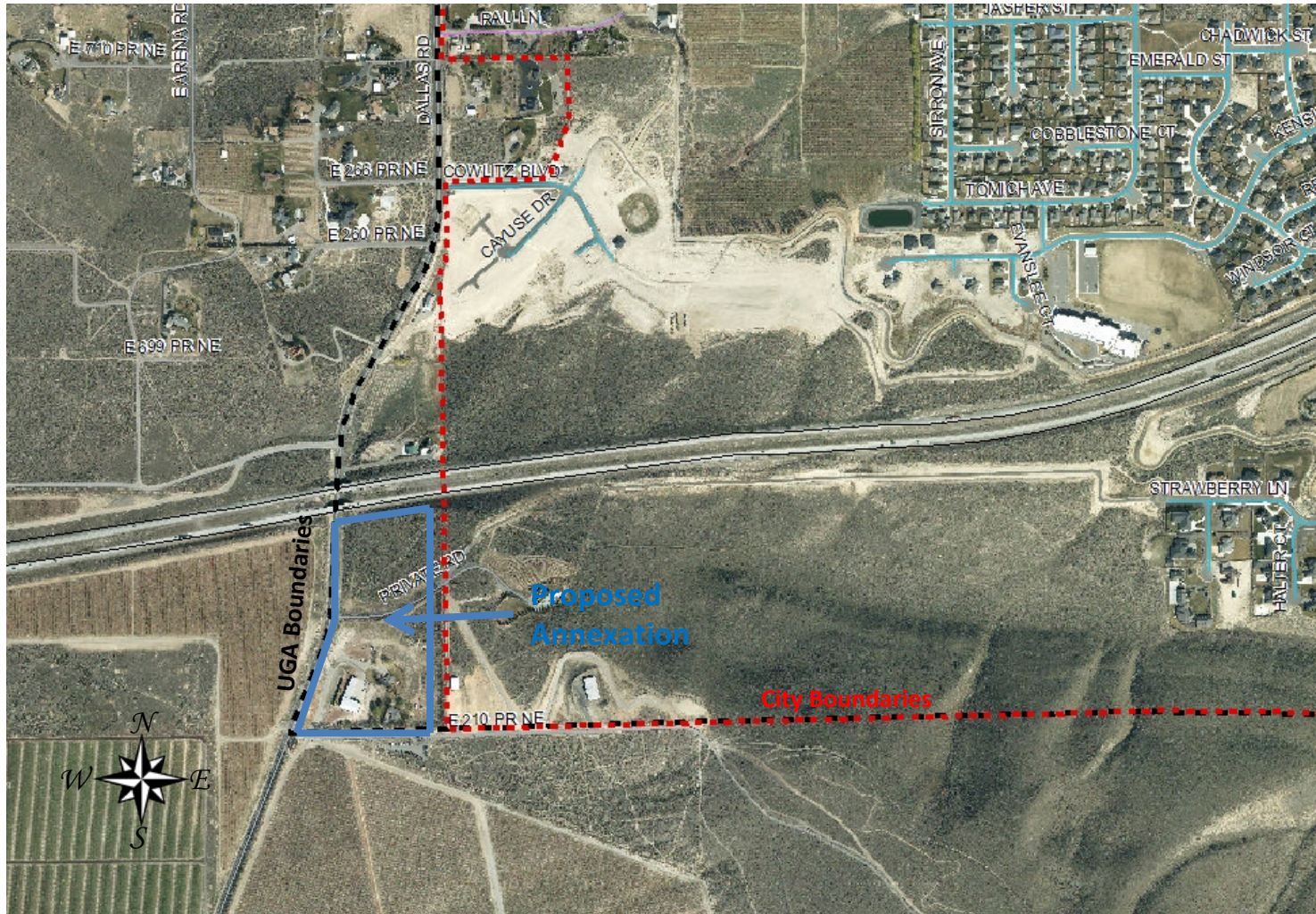
DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



PROPOSED WESTCHESTER ANNEXATION



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 116-15, Appointment to the Economic Development Committee: Craig MacDonald

Department:

City Attorney

Ordinance/Resolution Number:

116-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 116-15, appointing Craig MacDonald to the Economic Development Committee.

Summary:

Position No. 1 on the Economic Development Committee (EDC) was vacated April 22, 2015, when Qu Yi submitted his resignation. The unexpired term for the position is until September 30, 2016.

EDC Chair Sako is recommending Craig MacDonald to Position No. 1.

Applicant Danette Layne was also considered for the position.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendation and Application

RESOLUTION NO. 116-15

A RESOLUTION of the City of Richland confirming the position appointment of Craig MacDonald to the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following appointment to the Economic Development Committee are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Craig MacDonald	1	9/30/16

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of June 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



MEMORANDUM

TO: Richland City Clerk

FROM: Gus Sako, Economic Development Committee Chair

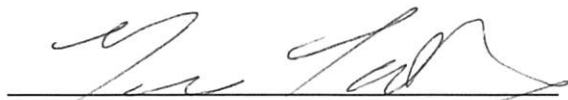
DATE: June 3, 2015

SUBJECT: Appointment to Economic Development Committee Vacancy

On June 2, 2015, the Economic Development Committee Vice Chair, Gary Spanner, City Council Liaison, Brad Anderson and myself interviewed two candidates for the Economic Development Committee Vacancy for position No. 1 previously held by Qu Yi.

The candidate selected to fill the unexpired term for this position through September 16, 2016 is Craig MacDonald.

If you have any questions, please feel free to contact me.


Gus Sako, Chair
Economic Development Committee

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Economic Development Committee

Personal Information

First Name*

Craig

Last Name*

MacDonald

Street Address*

2759 Stonecreek Dr

City*

Richland

State*

WA

Zip*

99354

Length of Residency in the City of Richland*

10 yrs

Email:*

cmacd51@charter.net

Contact Phone:*

5093753039

Occupation:*

Retired

Education: *

B.S. Engineering Management, U.S. Air Force Academy M.B.A. Management, Xavier University

Experience Applicable to the City Board, Commission or Committee to which you are applying*

Extensive Experience in Economic Development and New Business Creation to include: -- State Economic Development --New Business Creation including Business Plan Development, funding, operations, and management --Technology transfer and commercialization Venture Capital Business Development Extensive Experience in Project Management Responsible manager at PNNL for bringing City of Richland utilities to the 300 Area of the Hanford site

Are you currently serving on a Board, Commission or Committee*

☐ Yes

☒ No

Have you served on a Board, Commission or Committee before?*

☐ Yes

☒ No

RECEIVED

MAY 12 2015

RICHLAND CITY CLERK

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

☐ Yes

☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

☒ I accept

A resume is required to complete the application.*

[]

Uploaded: MacDonald Craig Resume.doc

Education

B.S., Engineering Management, U.S. Air Force Academy, 1973
M.B.A., Management, Xavier University, 1976

Qualifications

Mr. Mac Donald, throughout his 32 year career at Battelle, has established himself as a strong, results oriented leader able to tackle complex assignments and problems and meet or exceed all performance, cost and schedule expectations. Mr. Mac Donald has led or played a critical leadership role on almost every major Battelle strategic initiative over the past fifteen years including developing a project management approach for Battelle's Columbus-based operations, establishing Battelle's client service and relationship management model, developing Battelle's technology commercialization strategy and approach, establishing and leading Battelle's strategic alliance practice and creating and launching Battelle's venture capital fund. Mr. Mac Donald's detailed expertise and experience includes program/project management, system engineering and integration, management systems development and implementation, product line management, strategic planning, marketing and business development, support service delivery, key client management, technology commercialization, and venture capital.

Military Experience

1973 – 1978 U.S. Air Force: Five years spent in major weapons system acquisition focused on systems integration and program control. Assigned as the on-site systems/program control officer for the B-1 engine development program at General Electric. Responsibilities included all elements of cost and schedule control and performance baseline management as well as program budget preparation and support. All contract performance specifications (cost, schedule and engine performance) assigned to the engine development program were achieved during my tenure. Further, budget requests based upon my work were successfully defended to the Air Staff and Congress and funds were appropriated as requested. Also served as key team member for the management systems validation reviews and the production readiness reviews successfully conducted at Rockwell, Boeing and Harris Electronics.

Battelle Experience

Technology Commercialization/Venture Capital Management – Member of the leadership team that developed and implemented Battelle's approach to technology commercialization that resulted in the creation of nine spin-out companies that raised over \$160MM in outside capital. Personally led the creation and launch of three spin-out companies that quickly achieved customer validation and secured substantial external funding. Managed Battelle's relationships with the venture capital industry, successfully forming strategic relationships with seven leading venture capital funds. Selected to

serve on the advisory boards of several venture capital funds. Key member of the team that created Battelle Ventures, a \$150MM early stage venture capital fund. Subsequently selected as the Battelle Ventures relationship manager tasked with building the business model and support infrastructure between Battelle Ventures and all Battelle organizational units including the National Laboratories it manages or co-manages. Completed this assignment that was expected to be a three year task in one year.

Relationship Management/Strategic Alliances – Established sustainable business relationships with several of Battelle's most important industrial clients, and grew these alliances into multi-million dollar accounts. These relationships provided a variety of business opportunities for Battelle including joint marketing, contract R&D, joint product development and technology commercialization and licensing. Selected to establish and lead Battelle's strategic alliance practice. Assigned responsibilities included selecting Battelle's strategic partners and establishing and negotiating strategic alliance agreements that clearly defined all key elements of the relationship including scope, roles, boundaries, joint management approach, intellectual property ownership, resources, and revenue/income splits.

Product Line Management – Profit and loss responsibility for Battelle's Waste Management and Pollution Prevention product line that delivered process engineering services to both industry and government. Under my leadership, the group returned to profitable operations, and a successful, integrated commercial business strategy was developed and implemented. Key accomplishments included licensing several innovative technologies to industry that in turn provided substantial license and technical support revenues to Battelle, and the establishment of the Chemical Industry Environmental Technology Partnership, a partnership between Battelle and several leading petrochemical companies set-up to develop new technologies for common environmental and waste management problems on a pre-competitive basis.

Strategic Planning – Selected by the Pacific Northwest National Laboratory (PNNL) Director to work with PNNL senior management to align existing PNNL assets with strategy and to identify the key staff, facilities and equipment required to achieve leadership positions in climate change and emissions management, materials development and synthesis, secure electricity management and national security threat detection and reduction. Investment plans have been developed responsive to these needs and performance against these plans is monitored by PNNL's Executive Committee and by the Department of Energy (DOE) customer.

Project Management – Led a corporate-level initiative to develop and implement a project management model for Battelle Columbus including Battelle's approach for project planning, control and reporting as well as the necessary project management information systems and project management training required to support implementation. This project was a significant factor in reducing Battelle's annual project over-runs from \$20MM to \$3MM and led to a substantial increase in customer satisfaction. Key mechanisms used to achieve this goal included conducting project reviews on major Battelle projects and developing revised project plans for projects that had encountered cost and/or schedule issues. Managed the Cost/Schedule Planning and Analysis Department within Battelle's Project Management Division (BPMD). This group of 14 professionals provided comprehensive cost and schedule planning, reporting

and control services for all projects within BPMD. The systems engineering and finance functions were later added to my responsibilities. Total funding for projects managed within BPMD exceeded \$125MM. All elements of the customer's project cost, schedule and performance requirements were satisfactorily achieved on projects managed by this division.

Management Systems Development – Member of the leadership team that developed the management approach, management systems architecture and attendant management/project management procedures required to meet customer requirements on the Department of Energy's High-Level Radioactive Waste Program. This complex management and integration contract was funded at \$125MM/year and required full implementation of the DoE's Cost/Schedule Control Systems Criteria. Battelle received one of DOE's first management systems "validations" for its implementation.

Community Activities

- Tech Columbus – member of a small project team charged with integrating Central Ohio's technology-based economic development assets into a single organization and crafting a strategy for improving Central Ohio's ability to create new technology-based businesses.
- Member Service Academy Selection Board for Ohio's 12th Congressional District. This group makes recommendations for the district's nominations for the United States Air Force Academy, United States Military Academy, and the United States Naval Academy.
- Volunteer, A Kid Again, an organization that provides on-going support to families of children with life-threatening illnesses.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 117-15, Amending the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Badger Mountain South Master Planned Community

Department:

Community & Development Services

Ordinance/Resolution Number:

117-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 117-15, amending the Master Agreement between the City of Richland and Nor Am Investments, LLC concerning the Badger Mountain South Master Planned Community.

Summary:

The Master Agreement between the City and Nor Am Investment, LLC for the Badger Mountain South Master Planned Community was originally initiated in 2010 when the property was annexed into the City. The Agreement, together with the Land Use and Development Regulations (LUDR) that were approved for the project, establish a different set of development regulations than those that are in place throughout the rest of the City. On March 3, 2015, Council conducted a public hearing to consider proposed changes to both the LUDR and to the Master Agreement.

Although the amendments to the LUDR were adopted, staff required more time to evaluate the proposed amendments to the Master Agreement. Staff has now completed its review. The proposed changes are fairly minor in nature and are necessary to reflect changes that have occurred over the past five years.

Staff recommends approval of Resolution No. 117-15, authorizing the City Manager to sign the amended Master Agreement regarding the Badger Mountain South Master Planned Community.

Fiscal Impact:

Adoption of the amendments to the existing agreement will not result in significant fiscal impacts to the City, other than the new agreement calls for the City to provide potable water service to the area directly, rather than wholesaling it to the Badger Mtn. Irrigation District as per the original agreement.

Attachments:

1. Proposed Resolution No. 117-15
2. Proposed Master Agreement Between City of Richland and Nor Am Investment, LLC

RESOLUTION NO. 117-15

A RESOLUTION of the City of Richland authorizing amendments to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Badger Mountain South Master Planned Community.

WHEREAS, RCW 36.70B.170-200 authorizes the City to enter into development agreements by resolution or ordinance that set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the City previously entered into a Master Agreement with Nor Am Investment LLC, through the adoption of Resolution No. 77-10 to govern the development of Badger Mountain South, a master planned community of 1480 acres located within the City of Richland; and

WHEREAS, the intent of the proposed Master Agreement is to (1) further the goals and policies of the City's comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City's financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation of environmental impacts and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions; and

WHEREAS, the City Council held a legally advertised public hearing to consider the proposed amendments to the Master Agreement on March 3, 2015; and

WHEREAS, the City Council recognizes that changes to the Master Agreement are necessary and desirable to provide additional flexibility and to reflect changed circumstances that have occurred over the past five year period;

WHEREAS, the City Council finds that the proposed amendments to the Master Agreement do not detract from the overall intent or purpose of the agreement;

WHEREAS, the Final Supplemental Environmental Impact Statement for the Badger Mountain Subarea Plan, dated August 23, 2010 has been adopted in fulfillment of the provisions of the State Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City Council accepts the proposed changes to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the community known as Badger Mountain South and authorizes and directs the City Manager to execute the Master Agreement on behalf of the City.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 16th day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING
THE COMMUNITY KNOWN AS BADGER MOUNTAIN SOUTH**

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AMENDED AND RESTATED
MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND NOR
AM INVESTMENT, LLC REGARDING THE COMMUNITY KNOWN AS
BADGER MOUNTAIN SOUTH

1. **AGREEMENT.**

1.1 In consideration for the mutual promises and obligations set forth below, the City of Richland Washington, a chartered 1st Class City organized under the laws of the State of Washington (the “City”); and Nor Am Investment, LLC, a Washington limited liability company (“Nor Am”) do hereby agree as set forth below. The City and Nor Am are sometimes referred to herein individually as “Party” and collectively as “Parties”. The reference date of this Amended and Restated Master Agreement is March 17, 2015 ~~December 7, 2010~~. ~~December 7, 2010~~

2. **AUTHORITY.**

2.1 The City is entering into the Master Agreement under the authority and power given to it by the general laws and the constitution of the state of Washington; pursuant to Sections 1.04, 2.07 (A), (E), (G), (I) and (J) of the City Charter, Chapter 36.70B of the Revised Code of Washington relating to development agreements, RCW 43.21C.031 relating to Planned Action Ordinances, and City Resolution 77-10 that authorized the City Manager to sign this Master Agreement.

2.2 Nor Am is entering into this Master Agreement as the owner of the property to be subject to the Master Agreement terms, and pursuant to a motion passed by the members of Nor Am.

3. **SUBJECT PROPERTY.**

3.1 The real property that is subject to the terms and conditions of this Master Agreement is legally described in Exhibit A attached hereto and by referenced incorporated herein and shall be referred to as “Badger Mountain South”.

4. **MASTER AGREEMENT INTENT AND PURPOSE.**

4.1 The intent of this Master Agreement is to: (1) further the goals and policies of the City’s comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City’s financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation of environmental

impacts; and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions.

4.2 The purpose of this Master Agreement is to provide for an organized, self-contained set of documents that shall govern the development of Badger Mountain South over the next 20 years in order to accomplish the goals set forth in paragraph 3.1.

5. **MASTER AGREEMENT TERM.**

5.1 The Master Agreement term shall commence on ~~February 9, 2011~~ the date Badger Mountain South is annexed into the City and all appeal periods have run, or, if appealed, on the date that the appeals are finally concluded and a development application can be submitted to the City ~~the date Badger Mountain South is annexed into the City and all appeal periods have run, or if appealed, on the date that the appeals are finally concluded and a development application can be submitted to the City~~ “Master Agreement Term Commencement Date”) and shall terminate at midnight on the February 8, 2035 ~~twentieth anniversary of the Master Agreement Term Commencement Date~~ twentieth anniversary of the Master Agreement Term Commencement Date. This ~~twenty year~~ twenty year time period shall be known as the Master Agreement Term. The Master Agreement Term Commencement Date, once it has been determined, shall be entered in paragraph 39.1 below and confirmed by the parties by initializing the entry. ~~The Master Agreement Term Commencement Date, once it has been determined, shall be entered in paragraph 39.1 below and confirmed by the parties by initialing the entry.~~

6. **VESTING.**

6.1 Any development to occur within Badger Mountain South during the Master Agreement Term shall do so in conformity with the provisions of the Master Agreement. For purposes of the Master Agreement, development means any activity that affects the temporary or permanent use of any land within Badger Mountain South, and/or results in the alteration of the surface or subsurface of land within Badger Mountain South, and that is regulated in whole or in part by the City.

6.2 Except as otherwise noted in the Master Agreement, during the Master Agreement Term Nor Am shall have the vested right to develop any property within Badger Mountain South in accordance with the provisions of the Master Agreement, and the City codes and regulations in effect on the Master Agreement Term Commencement Date.

6.3 The provision of Paragraph 6.2 notwithstanding, the City reserves the right for the City Council to modify a condition of the Master Agreement if the City Council determines its modification is necessary as a result of a serious threat to the public health and safety, and the modification is the minimum necessary, both in content and duration, to alleviate the adverse consequences to the public health and safety that would be caused by the serious threat. Provided, no modification shall occur until consultation with Nor Am has occurred in order to seek its input on how to modify the Master Agreement so as to address the serious threat to the public health and safety, while minimizing the impact on the Badger Mountain South development and the Master Agreement’s intent and purpose. The Parties agree to use the Master Agreement’s dispute resolution process regarding any dispute over the appropriate way to modify the vested rights of

Nor Am. If the modification is mandated by governmental action other than the City's, then the City agrees that Nor Am shall have the right, at its sole discretion and expense, to contest the governmental action.

6.4 The vesting date for a building permit application as to the following codes that are City-wide in nature shall be the date that a complete building permit application is filed: Building Code (RMC Title 21), Life Safety Code (RMC Title 20), and Electrical Code (RMC Title 14), Energy Code (Chapter 19.27A). Provided however, any provisions of those codes relating to street improvements and access that are otherwise covered by Master Agreement Exhibit C ("LUDR") and Master Agreement Exhibit B ("Environmental Mitigation Conditions") shall not apply.

6.5 The vesting date for impact fees that only affect portions of the Badger Mountain Subarea shall be the date that a complete application is filed. The vesting date for impact fees that affect larger areas of the City shall be the date a permit is issued that would require the payment of an impact fee, or the date otherwise provided by City regulations at the time of application.

7. **PHASING AND TIMING.**

7.1 The Parties acknowledge that the sequencing of development shall occur in accordance with Nor Am's own time schedule in light of market conditions and Nor Am shall determine the order, size, number and timing of phases of development.

7.2 The City shall determine which mitigation measures must be constructed in each phase in order to mitigate the impacts associated with that phase, as more fully set forth in section 9 below.

7.3 The provisions of paragraph 7.1 notwithstanding, the City may, but shall not be required to, build or accept any facilities that cannot be operationally supported by new revenues generated within Badger Mountain South.

7.4 Failure to make substantial progress on pursuing the proposed Badger Mountain South development within any 5-year period following the Master Agreement Term Commencement Date, may be deemed by the City to be a serious threat to the public health and safety, triggering the process set forth in paragraph 6.3 above. As established in section 6.3 the City shall have the right to terminate this Master Agreement without liability and without incurring any further obligation to Nor Am, if no other adequate lesser remedy is appropriate. "Substantial progress" shall mean the issuance of ~~at least 200~~ building permits for the construction of at least two hundred residential units and/or commercial structures, the expenditure of at least \$10,000,000 for street, utility and other infrastructure improvements that have been dedicated to the City or other governmental entity, or the expenditure by any governmental agency of at least \$5,000,000 for buildings or other improvements within Badger Mountain South ~~construction~~. The termination of the Master Agreement shall not occur until after NorAm is provided with notice and an opportunity to be heard. If the Master Agreement is terminated, it shall not affect the vested rights for entitlements obtained prior to the date of termination.

8. **DEVELOPMENT TO BE CONSISTENT WITH THE MASTER AGREEMENT CONDITIONS.**

8.1 All development within Badger Mountain South shall comply with the Master Agreement terms. If a development application is consistent with the Master Agreement, then it shall be approved. If a development application is not consistent with the Master Agreement, then the conditions of approval shall include such conditions as will make the application consistent with the Master Agreement. If it is determined that the application cannot be conditioned to make it consistent with the Master Agreement terms, then the application shall be denied.

9. **ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.**

9.1 A Final Supplemental Environmental Impact Statement dated August 23, 2010 (“FSEIS”) was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080 a mitigated determination of non-significance (“MDNS”) was issued by the City for the Master Agreement on September 23, 2010, in which the mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. In the enabling resolution that authorized the City Manager to execute the Master Agreement (Resolution 77-10) the City Council, in accordance with the provisions of RCW 43.21C.031, determined that for the Master Agreement Term, Badger Mountain South shall be deemed a planned action for environmental review purposes.

9.2 The mitigation conditions set forth in the MDNS are hereby adopted as mitigation conditions for Badger Mountain South, and are set forth in Exhibit B attached hereto and by reference incorporated herein. Any development occurring within Badger Mountain South must be consistent with those conditions. The relevant mitigation conditions shall be made conditions of any development permit which would generate the impact that requires the mitigation measure. If an Exhibit B mitigation condition for water or sewer utility improvements require a specific size or type of improvement, and the detail level construction drawings require a different size in order to accommodate the Badger Mountain Development needs, then the sizing shown by the detail level drawings shall be required.

9.3 All development within Badger Mountain South that is consistent with the Master Agreement terms shall be deemed a planned action project and an environmental threshold determination shall not be required. The City’s responsible official for environmental review shall issue a planned action consistency determination for any application for development that would otherwise require environmental review under RMC chapter 22.09. The consistency determination shall indicate that the proposed action is within the scope of the environmental review conducted in the FSEIS and shall list the environmental mitigation conditions from Exhibit B that must be included as conditions for the underlying permit approval.

9.4 Public notice for projects that qualify as planned actions shall be tied to the underlying project permit. If notice is otherwise required for the underlying permit, the notice shall state that the project has qualified as a planned action. If notice is not otherwise required for the underlying permit, no special notice is required.

10. **DEVELOPMENT REGULATIONS.**

10.1 Unless the Master Agreement specifies otherwise in lieu of the zoning and development regulations set forth in the Richland Municipal Code, the Master Agreement conditions shall apply to all development in Badger Mountain South.

10.2 The provisions of the document entitled “Land Use and Development Regulations” (hereinafter “LUDR”) dated March 17, 2015-December 7, 2010, ~~December 7, 2010~~, which is set forth in Exhibit C attached hereto and incorporated by reference, shall be applicable to all development in Badger Mountain South. The acronym LUDR may be used when referring to Exhibit C of the Master Agreement. LUDR chapter 10 is reserved for major amendments to the LUDR that may be incorporated during the Master Agreement Term and that do not easily incorporate into the other LUDR chapters.

10.3 The Nor Am representative shall be deemed a party in interest with standing to participate in any City process relating to a development application within Badger Mountain South.

10.4 As part of the LUDR approval process, the construction of the applicable green infrastructure improvements set forth in Exhibit D shall be added as conditions of approval. Each green infrastructure improvement in residential neighborhoods is tied to the construction of a certain number of residential units, and to the construction of roads, as indicated in Exhibit D. The green infrastructure improvements shall be selected by Nor Am at the time the threshold number of residential units is met so that the improvements are constructed in concert with the proposed residential units.

10.5 Until such time as development occurs, the undeveloped portions of the Property may continue to be used for agricultural purposes.

10.6 The conceptual drawings in the LUDR convey the general concept and layout which will guide the application of the detailed regulations and conditions contained in the LUDR and the remainder of the Master Plan at the time of site plan, subdivision, and construction application approvals. The text of the LUDR and the Master Agreement shall govern the actual layout of the final development.

11. **INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.**

11.1 It is the Parties intent that all development within Badger Mountain South be consistent with the provisions of the Master Agreement. The provisions of any applicable City codes and regulations shall be so construed whenever possible in a manner that shall make the applicable code and/or regulation consistent with the Master Agreement’s intent and purpose.

11.2 In the case of any conflict between governing regulations, the following shall be the order of priority, with the highest level of priority controlling. The level of priority, starting with the highest level and then descending in priority, is as follows: (1) Changes adopted pursuant to Master Agreement paragraph 6.3; (2) Master Agreement Exhibit B; (3) the Master Agreement provisions not contained in an Exhibit; (4) Master Agreement Exhibit C; (5) Master Agreement

Exhibit D; (6) all other Master Agreement Exhibits; (7) any project specific conditions of development approval; and (8) all other City Codes and regulations.

12. AGREEMENTS WITH CURRENT UTILITY PROVIDERS.

12.1 ~~The City of Richland is the energy services provider for all new development within Badger Mountain South. Some existing properties continue to be served by Benton Public Utility District (“Benton PUD”) using existing Benton PUD infrastructure. The City and Benton PUD entered into a service area agreement on May 24, 2005 titled “Electrical Service Area and Facilities Purchase Agreement” which governs the provision of electric energy services in this southwest area of the City, including Badger Mountain South and surrounding properties. The fundamental principle of this service area agreement is that the City will assume, over time, all provision of electrical energy services within its Urban Growth Area. Benton Public Utility District (“Benton PUD”) continues to provide electrical energy services to some of the agricultural uses within Badger Mountain South, and thus still has some distribution facilities within Badger Mountain South. Benton PUD’s continued service agricultural customers within Badger Mountain South is governed by an existing agreement between the City and Benton PUD. Badger Mountain South is currently located within the service area for Benton Public Utility District (“Benton PUD”). An existing agreement between Benton PUD and the City authorizes the transfer of service for this area to the City of Richland as soon as 2015. It is contemplated that the City, Benton PUD and Nor Am will enter into agreements that will provide mechanisms for assuring orderly transition of service provider and that power will be available for development within Badger Mountain South in a timely and cost effective manner.~~

12.2 ~~The City and Badger Mountain Irrigation District (BMID) have entered into an agreement whereby all of Badger Mountain South is in the City’s water service area for potable water, and in BMID’s service area for irrigation water. In addition BMID may also provide potable water to the City for use in Badger Mountain South. Badger Mountain South is currently located within the service area for Badger Mountain Irrigation District (“BMID”). It is contemplated that the City, BMID and Nor Am will enter into agreements that will: 1) provide for BMID being the retail water service provider within Badger Mountain South for both potable and irrigation water; 2) provide for the construction of City water reservoirs to provide necessary fire flow and potable water service to Badger Mountain South and other properties within the City’s and BMID’s service areas that are also within the City; 3) provide for the full development of the BMID potable water rights to serve the lower elevations of the BMID service area, which includes part of Badger Mountain South; and 4) provide that all potable water infrastructure within Badger Mountain South will be constructed to City of Richland standards.~~

12.3 ~~The City and Nor Am commit to using their best efforts to negotiate new agreements with Benton PUD and BMID as quickly as possible, with the target of completing those negotiations by 2012.~~

13. OFF-SITE SANITARY SEWER SYSTEM EXTENSION.

13.1 ~~The construction drawings for the extension of the City’s sanitary sewer system to Badger Mountain South have been prepared by Nor Am, at its expense, and have been submitted to the City Staff for review and approval. Nor Am also paid the City a review fee to start the~~

~~review. The City staff has determined that the City's Wastewater Treatment Facility has sufficient capacity at the present time to provide the service, once the sanitary sewer line is extended, and the City intends to provide the service once Nor Am has paid for and completed the sanitary sewer system extension to Badger Mountain South. Nor Am intends to award a contract and commence construction in the spring of 2011. Nor Am shall not commence construction until all needed County and City permits have been obtained. The review fee shall be credited toward the construction permit fee once the project is permitted for construction. While the City anticipates that service will be available at the time of development, it cannot predict future demands or regulatory limitations that may affect the City's ability to provide service, the provisions of Paragraph 6.3 may apply.~~ Nor Am has completed and dedicated to the City an extension of the City's sanitary sewer collection system that enables development to commence. While the City anticipates that service will be available at the time of development, it cannot predict future demands or regulatory limitations that may affect the City's ability to provide service, the provisions of Paragraph 6.3 may apply.

13.2 No development permit shall be issued for any improvements in Badger Mountain South, other than improvements that will be owned by the City or another public utility, such as roads, water, sewer and electrical improvements, until such time as the off-site sanitary sewer system extension is substantially complete. This prohibition shall not apply to the submittal, processing and approval of subdivisions, short plats, and site plans.

14. **IMPACT FEES AND OTHER AREA SPECIFIC ASSESSMENTS.**

14.1 The City may impose impact fees that apply to areas included within the Badger Mountain Subarea only after providing actual notice to Nor Am as set forth in paragraph 25.1 and providing an opportunity for timely comment.

14.2 The City may allow the formation of Local Improvement Districts and Utility Local Improvement Districts (collectively "LIDs") to fund infrastructure improvements within Badger Mountain South. Provided, the formation of LIDs shall not be allowed, until such time as Nor Am has completed the construction of the off-site extension of the City's sanitary sewer system to Badger Mountain South and has constructed and deeded to the City the off-site water system improvements necessary to provide fire flow to the area within Badger Mountain South designated in the LUDR as the "special district-specialty retail" area.

14.3 To the extent allowed under City regulations in effect at the time a dedication of land to the City is made or the construction of an improvement by Nor Am that is subsequently dedicated to the City, the City shall give Nor Am a credit toward applicable City fees and charges for the fair market value of the land dedicated and the cost of the construction of the improvement that is dedicated. To the extent the City requires oversizing of any utilities to serve areas outside of Badger Mountain South, the City shall compensate Nor Am for such oversizing.

14.4 Any impact fee credit Nor Am may be entitled to under the Master Agreement terms may be used by Nor Am for any development within Badger Mountain South for which the applicable impact fees are required. It is not required that Nor Am be the building permit applicant. If Nor Am wants any of the impact fee credit to be used for a particular development, it shall notify

the City's representative in writing of the application upon which the credit is to be given, and the amount of the credit to be used.

14.5 The rates for utility services shall be the same rates charged throughout the City. No rate surcharge on any City utility shall be imposed unless it is a city wide surcharge, or is calculated based on a specific enhanced service provided to the Badger Mountain South.

14.6 Impact fees or utility connection fees shall be established by the same method and calculations in effect City-wide at the time a development permit is processed. At the time of this Master Agreement, the City administers fees for transportation, potable water service, and sanitary sewer service. Fees established for Badger Mountain South shall be established by the City's methods in place at the time of execution of this Master Agreement, based on the Badger Mountain South's planned impacts and loads. For each of the transportation, potable water, and sanitary sewer system, the Badger Mountain South subarea plan defines off-site system improvements that shall be required as development occurs. The City may impose a surcharge to the impact fees and connection charges for Badger Mountain South in order to recapture the cost of the off-site upgrades that provide capacity to Badger Mountain South so long as those upgrade costs are not already included in a capital facility charge, impact fee or other type of assessment, and it is an improvement that Nor Am is not obligated to construct under the terms of the Master Agreement. Once the City constructs the improvement, the cost shall be included in base impact fee and connection charges for the area that the improvement was intended to serve. In lieu of the City building the needed improvements and imposing a surcharge, the parties may agree that Nor Am may build the improvements, and, if appropriate, be entitled to partial cost reimbursement from non-contributing benefited properties, as authorized by state law. The City and Nor Am may agree in writing to such additional area-specific surcharge or to the City forming a local improvement district for the construction of public utilities within Badger Mountain South.

14.7 The Master Agreement requires certain off site sanitary sewer and transportation improvements to be made by Nor Am after a certain number of residential unit equivalents has been platted or permitted ("Target ERU"). In order to assure sewer adequate capacity, however, the parties agree that sanitary sewer flow monitoring at or near the location of the needed improvements shall commence when 50% of the Target ERU has been reached. If the flow monitoring indicates that the flow assumptions were incorrect, then the needed improvements shall be commenced sooner than the Target ERU. The monitoring shall be done by Nor Am, at its expense.

14.8 In order to assure adequate transportation service, updated traffic analyses shall commence at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. If any development is proposed on the eastern edge of the Badger South Development that would directly access Reata Road prior to the 1,000 pm peak trip trigger, an updated traffic analysis shall be required to assess the impacts. If the traffic analyses indicate that any planning assumptions were incorrect, then the needed improvements shall commence prior to the issuance of additional building permits for development that would impact the needed improvements identified in the analyses.

14.9 The City agrees to include in its connection fee models any infrastructure constructed by Nor Am that provides service or capacity to properties outside of Badger Mountain South, and thus Nor Am will be eligible for oversizing reimbursement by the City.

14.10 At a future date to be determined by the City's electrical utility system capacity and operation needs, the City will construct a new electrical substation within Badger Mountain South to serve Badger Mountain South and other electrical service areas of the City. Nor Am shall dedicate land meeting the City's purpose and use for this substation and portions of the high voltage transmission line that will be constructed to connect the new substation to the regional power grid (see paragraph 18.1 below, and Exhibit B, section 9.1). Nor Am shall pay a portion of the construction costs of this substation, calculated in accordance with RMC 14.30 Line Extensions. A credit towards Nor Am's cost shall be allowed by the City equal to the unimproved value of the donated land for this substation. Nor Am's portion of the substation construction cost may be paid on a prorated basis prior to the time of final plat approval or final binding site plan approval for phased development of Badger Mountain South properties. A regional electrical substation will need to be constructed within Badger Mountain South to serve Badger Mountain South and other areas. It is anticipated that the City will construct the substation and related improvements on land to be dedicated by Nor Am (see paragraph 18.1 below, and Exhibit B, section 9.1). It is agreed that a fair share of the total construction costs of the substation and related improvements, less a credit for the donated land, may be levied as a special assessment against Badger Mountain South, and the amount to be prorated and paid prior to the time of final plat approval or final binding site plan approval. It is anticipated that Badger Mountain Irrigation District (BMID) will be the retail water service provider to Badger Mountain South, and BMID will be a wholesale water customer of the City for a significant portion of the potable water that will be needed to serve Badger Mountain South. The parties agree that even though the City may be a wholesale water service provider, it may charge a connection fee for the potable water it is providing, in the same method and manner that it would charge if it were the retail provider.

15. **RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.**

15.1 The City authorizes Nor Am to recapture a pro-rata portion of the cost it incurs for the design and construction of any City utility improvement for which it would be entitled under state law for reimbursement from non-contributing benefitted properties. The method and manner of determining the amount of the reimbursement, and the non-contributing benefitted properties to which the assessment will apply shall be done in accordance with state law. The City reserves the right to establish administrative fees it deems necessary for the administration of latecomer agreements and the administrative fee shall be added to the assessment. Nor Am may, in its sole discretion, designate some or all properties within Badger Mountain South as non-contributing properties. Provided, property in Badger Mountain South that is owned by the City or that is subsequently conveyed to the City for municipal purposes shall not be deemed a non-contributing property without the City's written consent, which can be withheld in the City's absolute and sole discretion.

15.2 The City shall reimburse Nor Am for a portion of the design and construction costs it incurs relative to the improvements it must design and build at its own expense under the provisions of section 13 above. Nor Am shall provide documentation of the actual charges for the

design and construction costs. If Nor Am delays payment of any of the design and construction costs until sales of property have occurred it shall not be reimbursed for any interest charges, but only the actual design and construction costs incurred. The portion of costs that will be reimbursed shall be the portion that would have been required to be constructed if the only properties to be served were the Destination Retail, Specialty Retail and Commercial Mixed Use Districts as identified in the LUDR and you assume the property is fully built out with uses that are the highest sanitary sewer capacity uses that would be allowed in those Districts. The cost of performing this additional design calculation shall be considered a reimbursable cost. The City shall also reimburse Nor Am for the cost of the improvements necessary to provide fire flow as set forth in section 9.2 above in accordance with the methodology set forth in section 15.4. Provided, Nor Am shall only be entitled to reimbursement up to fifty percent (50%) of an amount that is equal to the combined revenues received by the City that are generated in Badger Mountain South that exceed the actual unreimbursed costs of providing general governmental services to Badger Mountain South. All revenue sources that could be used to pay for some of the annual costs listed in paragraph 15.4.2 shall be included in calculating the amount of reimbursement, including, but not limited to property taxes, utility taxes, sales taxes, lodging taxes (unless excluded by paragraph 16.1), state shared revenues as determined on a per capita basis, and such similar types of revenues. Provided, it shall not apply to fees that are generated to cover the costs of processing applications, fees for city services, and similar types of fees, unless the City has included the costs of those services in calculating the cost of providing general governmental services to Badger Mountain South. Nor Am shall receive fifty percent (50%) of the amounts received by the City that exceed the unreimbursed costs until such time as Nor Am has been fully reimbursed for the portion of reimbursable costs as defined in this paragraph.

15.3 If Nor Am receives monies pursuant to the provisions of paragraphs 14.3, 14.9 or 15.1 above that were for reimbursement of costs incurred for the improvements listed in paragraph 15.2, then that amount shall be deducted from the amount that it will be reimbursed under paragraph 15.2. If Nor Am has been fully reimbursed by the City by operation of the provisions of paragraph 15.2, then Nor Am shall assign to the City its right to reimbursement for any amounts it would be entitled to under paragraph 15.1 for the improvement covered by the provisions of paragraph 15.2. Any reimbursement paid to Nor Am shall be on principal only and not include interest. The City shall not be responsible for any reimbursement after the term of this agreement expires.

15.4 The formula used for determining City revenues, costs of service and reimbursements made to Nor Am shall be determined on a calendar year using the methodology set forth in paragraphs 15.4.1 and 15.4.2.

15.4.1 The “total annual revenue” shall equal the sum of the following:

- 1) Annual property taxes paid to the City from all parcels located within the boundaries of Badger Mountain South;
- 2) Utility taxes attached to the utility bills of all properties within Badger Mountain South;
- 3) The portion of sales tax that is paid to the City generated within Badger Mountain South as determined from the records of the Washington State Department of Revenue;
- 4) State shared revenues as determined on a per capita basis; and

5) All other revenues that could be used to pay for annual costs listed in paragraph 15.4.2, unless excluded by paragraph 16.1.

6) The cumulative total of items 1-5 shall be the total annual revenue.

15.4.2 Annual costs shall be determined as follows:

1) Adopted City budget figures for police services, fire and emergency services, library, park administration, recreation and library services minus the financing, operational and maintenance cost in any of these budgets for facilities located in Badger Mountain South shall be divided by the total estimated City population to determine an annualized cost of service per resident. Population estimates published by the Washington State Office of Financial Management shall be used to determine total City population.

2) The annualized cost of service per resident is multiplied by 0.7 to determine the cost of service factor (CSF). In 2010 the CSF is approximately \$360.

3) The annual cost of providing City services to Badger Mountain South is determined by adding the products of each of the following cost of service calculations:

a) Total resident population of BMS multiplied by the CSF;
plus

b) Total number of acres within BMS that are undeveloped or in private open space multiplied by 0.1 multiplied by the CSF; plus

c) Total square feet of non-residential structures within BMS multiplied by 0.0013 multiplied by the CSF; plus

d) The actual costs of financing, operating and maintaining City facilities such as roads, parks, fire station, branch library or community facilities within BMS that are not included in a-c above.

4) The number of building permits issued by the City during the calendar year shall be used to establish the total number of residential units within Badger Mountain South for the first year the agreement is in place. Each subsequent year, the total number of housing units established during the previous year plus all building permit data for the current year will be added together to determine total number of housing units. The Washington State Office of Financial Management's published housing occupancy rates and persons per household, broken down by household type shall be used to determine an estimated population for Badger Mountain South. The annualized cost of service per resident will then be multiplied by 0.7 to determine the Cost of Service Factor (CSF) which is then used to estimate service costs for developed and undeveloped land in Badger Mountain South.

5) At the time that the City constructs or is granted actual facilities within Badger Mountain South, such as streets, public parks, fire station, branch library, or community facilities, the following estimate of cost for the maintenance and operation of the facility shall be used:

a) Annual wages and benefits for City staff and/or outside contractors used to operate and maintain the facility and not accounted for in 15.4.2 (3) shall be determined;

b) Any annualized debt service used to retire the City's debt incurred for the construction of the facility and capital expenditures directly associated with the facility shall be determined;

c) Utility costs to operate the facility shall be calculated;

d) Any other City costs that are directly related to the maintenance and operation of the facility

6) The total annual operating cost of all facilities within Badger Mountain South shall be added to the estimated cost of service. Provided that the annual cost of facility operation shall be used instead of and not in addition to the estimated costs of service established in item 3 above.

Annual costs shall be subtracted from total revenues resulting in total "excess revenues". Fifty percent of these "excess revenues" shall be reimbursed to Nor Am as set forth in Section 15.2 above.

16. **CITY'S CONTRIBUTION TO SPECIAL DISTRICT-SPECIALTY RETAIL IMPROVEMENTS.**

16.1 The Port of Kennewick is considering investing in the Specialty Retail District in Badger Mountain South in order to construct a world class pedestrian-oriented destination village, which will include numerous uses related to the agricultural products of the region, including wines and grapes (See LUDR, Exhibit C). It is also intended to include class rooms, meeting areas, hotel, restaurants, and other related uses, all centered around a common pedestrian corridor. The City is also desirous of investing funds to stimulate tourism and economic development. If the City invests lodging tax revenues in improvements to this district in order to stimulate tourism, then the amount of lodging taxes generated from Badger Mountain South shall not be used in the annual revenue calculation required by paragraph 15.2.

16.2 The parties intend to enter into further agreements regarding the preparation of a master site plan for the specialty retail area, and the design and construction of certain improvements within the specialty retail area, including a business incubator building, a public meeting area, and related public facilities. It is contemplated that the agreement will be a three party agreement between the City, the Port of Kennewick, and Nor Am and will include an investment by all parties.

16.3 It is anticipated that the Master Site Plan will be completed by September, 2011, and construction will occur in 2012 and 2013.

17. **PUBLIC PARK CONVEYANCE, DEVELOPMENT AND IMPACT FEE CREDIT.**

17.1 The City, in accordance with its adopted standards, shall develop and maintain two public parks within Badger Mountain South; an approximately six acre park in the BMS South Orchard neighborhood and an approximately thirty acre park in the BMS West Village

Neighborhood. The legal description for the South Orchard Park is set forth in Exhibit F attached hereto. The legal description for the West Village Park is set forth in Exhibit G attached hereto. The parties acknowledge that the final legal description may be adjusted, either before or after conveyance to the City, in order to accommodate the as-built location of the adjoining roads. It is intended that the parks shall abut the adjoining public street right-of-way. However, it is agreed that in the field conditions at the time of street design and/or construction may necessitate the street to be moved to obtain the best location for the street, and thus the park boundary shall be adjusted accordingly, if necessary, as opposed to the street location being adjusted to accommodate the as-built location of the street.

17.2 The two park parcels each exceed five acres in size and thus are exempt from the City's subdivision requirements. The City will allow creation of the lots so that they can be conveyed to the City, and any City permit fees for such process shall be waived. The City shall not require the construction of any improvements as a condition of approving the creation of the two park parcels.

17.3 Ownership of the two park sites will be conveyed for park purposes to the City, subject to the provisions of paragraphs 17.1, 17.2, 17.4, 17.5, 17.6 and 17.9, within 90 days of the annexation being finalized, when the site is created as a separate parcel as part of final plat or final binding site plan approval, or such other time as the parties may mutually agree. Nor Am shall receive credit toward park impact fees equal to \$0.5829 per square foot of land conveyed. To facilitate development of the park sites per paragraph 17.5 and 17.6 park fee credits to cover the cost of the property conveyance to the eCity shall not take effect until sufficient park impact fees have been collected to cover the cost of required City park improvements, if the City is constructing the park improvements. If Nor Am is required to construct the park improvement, as authorized by paragraph 17.10 below, then the park credits for the phase or phases constructed by Nor Am, including the park credits for the park land associated with the phase or phases constructed by Nor Am, shall be available for use at any time after the park improvements are constructed and accepted by the City. -

17.4 The parties shall each be responsible for one half of the closing costs. The conveyance shall be by statutory warranty deed, subject to the conditions set forth in paragraph 17.1, 17.2, 17.4, 17.5, 17.6, and 17.9 below, which shall be included as part of the statutory warranty deed, or as a separate agreement to be recorded at closing.

17.5 The West Village Park will be developed in four phases; an initial phase ("Phase 1") to turf and irrigate ten acres; a second phase ("Phase 2") to complete full build-out of the ten acres included in Phase 1; a third phase ("Phase 3") to turf and irrigate the remaining acreage; and a final phase ("Phase 4") to complete full build-out of the West Village Park. Each phase of the West Village Park shall be developed by the City, or by Nor Am if required by operation of the provisions of paragraph 17.10 below, agreed to by both parties, agreed to by both parties, in accordance with the City's adopted standards for community parks. No later than 2016~~22~~, the Council shall include the development of Phase I of the West Village Park in the City's Park Capital Facility Plan ("PCFP"). Each subsequent phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of

building permits have been issued within the West Village, West Vineyard and/or East Garden neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 400 units; Phase 2 trigger point is 1,000 units; Phase 3 trigger point is 1,750 units, and Phase 4 is 2,750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.6 The South Orchard Park will be developed in two phases; an initial phase (“Phase 1”) to turf and irrigate the site; and a final phase (“Phase 2”) to complete full build-out of the park. Each phase of the South Orchard Park shall be developed by the City, or by Nor Am if

agreed to by both parties, in accordance with the City’s adopted standards for neighborhood parks. Each phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the South Orchard Park and/or East Market Neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 250 units; Phase 2 trigger point is 750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase, unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.7 Nor Am shall construct a paved primary trail as part of, and in accordance with the required green infrastructure improvements. This trail, once constructed to City standards, shall be conveyed to the City, and the City shall then be responsible for its ongoing operation and maintenance expense. Nor Am shall receive impact fee credit for the cost of the improvements constructed. The amount of the credit for the trail improvements shall be the construction costs.

17.8 Nor Am is already providing significant recreational opportunities as part of the green infrastructure being required by other provisions of the Master Agreement, thus no further public or private park improvements shall be required. However, the City and Nor Am may agree to additional public park improvements being made conditions of approval and for which Nor Am shall receive park impact fee credit. By agreement with the City, Nor Am may be permitted to improve portions of either West Village Park or South Orchard Park and in doing so shall be entitled to a credit against park impact fees equal to the documented value of the pre-approved improvements. The provisions of paragraph 17.3 notwithstanding, if Nor Am earns additional park impact fee credits for improvements it makes to the West Village Park, these credits may be used by Nor Am at any time to offset park impact fees for residential permits within the West Village, West Vineyard or East Garden neighborhoods. Likewise, additional park impact fee credits earned for Nor Am improvements to the South Orchard Park may be applied at any time to park fees for residential permits in the East Market or South Orchard neighborhoods.

17.9 Nor Am retains the right to continue the use of the surface of the park property conveyed to the City for agricultural or passive open space uses only. Said right to use the surface of each phase of a park site shall terminate 90 days prior to the time the City intends to commence construction of improvements it is required to make pursuant to the provisions of paragraphs 17.5

and 17.6. The City shall provide Nor Am notice of its intent to commence construction at least 180 days prior to the intended construction start date. Provided, however, if the City intends to commence the park improvements prior to the time it is required to make the improvements in accordance with the provisions of paragraph 17.5 or 17.6, it shall provide notice to Nor Am no later than August 1 in the year preceding the year in which it intends to make the improvements. In that case the right to use the surface for agriculture shall terminate 90 days prior to the time the City intends to commence construction. Nor Am shall be responsible for payment of all utilities and any taxes or assessments on the park property at any time that it has the right to use the surface of the park site(s). Nor Am, at all times that it has the right to use the surface of a park property after the property has been conveyed to the City, shall maintain general risk liability insurance on the park property(ies) in an amount of not less than \$1,000,000.00 and shall name the City as an additional insured. The City reserves the right to access the park property(ies) after conveyance to the City, and to use the park property(ies) in any way not inconsistent with the use of the surface for agricultural purposes.

17.10 The above provisions of section 17 notwithstanding, the City may require Nor Am to develop one or more phases of one or both parks in accordance with the provisions set forth in this subsection.

17.10.1 At any time after the park property has been conveyed to the City, a public road has been or is being constructed to the park boundaries, and a trigger point set forth in paragraph 17.6 or 17.7 has been reached for one or more phases, the City may require that Nor Am construct park improvements on the Park. The City shall send Nor Am written notice of the City's intent to require Nor Am to construct park improvements. The notice shall indicate which phase or phases of the park the City is requiring Nor Am to construct. Since the Park properties will be in active agriculture or passive open space uses, the notice must be given no later than July 1 of the year prior to the year in which construction is to be commenced.

17.10.2 Once the required notice is given the Parties shall meet to discuss which improvements are required to be constructed by Nor Am. The improvements that can be required to be constructed are any of the improvements listed in Exhibit D, and the Park Impact Fee credits available for the construction of said improvements are also listed in Exhibit D. The Parties may agree that other improvements may be substituted for the Exhibit D improvements, and the appropriate impact fee credit to be given for the alternate improvements. Allowing alternate park improvements and the appropriate impact fee credit for the construction of the improvements, shall be an administrative decision that will be documented in a writing signed by both Parties.

18. DEDICATIONS OF LAND AND IMPROVEMENTS WITHOUT COST TO CITY.

18.1 Any dedications of land or other improvements required to be conveyed to the City to provide service to Badger Mountain South shall be without cost to the City, with appropriate credit, if any, toward applicable City fees and charges, as authorized by City code, state law or the Master Agreement. The land required to be conveyed to the City are the street right-of-ways within Badger Mountain South at the time the streets are constructed, utility easements for City utilities within Badger Mountain South at the time the utility easements are needed for City utilities, a two-acre site for a new fire station facility (Exhibit B, section 8.3), and two-acre site for a new electrical substation (Exhibit B, section 9.1), and two City parks (Section 17 above.)

19. **TRANSPORTATION IMPROVEMENTS TO BE CONSTRUCTED.**

19.1 Nor Am shall be responsible for the construction of all street improvements within Badger Mountain South, and the offsite improvements identified in Exhibit B that are attributable to impacts created by development within Badger Mountain South. In addition, Nor Am shall pay its pro-rata share of other offsite improvements as identified by the transportation impact analyses required during the build out of Badger Mountain South, as set forth in Exhibit B paragraph 5.3. No other transportation improvements shall be required, unless triggered by the operation of paragraph 6.3.

19.2 The provisions of 19.1 notwithstanding, the City may form local improvement districts that include land inside and outside of Badger Mountain South for the construction of improvements, including those that would otherwise be required to be funded by Nor Am.

19.3 The Council shall place the arterial roads within Badger Mountain South on its transportation improvement plan. The provisions of 19.1 notwithstanding, the City may, but is not obligated to, seek grants or other sources of funding to pay for all or a portion of improvements to be dedicated to the City.

19.4 The timing for the construction of transportation improvements is set forth in Exhibit B. The City and Nor Am may agree to change the timing of construction of road improvements if deemed to be in the public interest.

20. **MAINTENANCE OF COMMUNITY FACILITIES AND OPEN SPACES.**

20.1 Until such time as the homeowner's associations or other community entities are legally established and have sufficient revenues to take over ongoing maintenance, Nor Am shall be responsible for all community facilities and properties which are intended for community use and are not the specific responsibility of others. The determination of whether or not there are sufficient revenues to justify the release of Nor Am from this condition as to any area within Badger Mountain South, shall be determined by the City based upon Nor Am's provision of a breakdown of the anticipated annual maintenance costs, and evidence that assessments have been legally imposed upon property pursuant to recorded covenants, conditions and restrictions ("CC&Rs") that shall provide for the generation of an annual revenue stream of at least 110% of the anticipated maintenance costs to a legally established homeowner's association or other community entity. Following City approval, Nor Am shall be released from this responsibility as to the area for which the association or other community entity has been created and sufficient assessments imposed.

20.2 As part of any subdivision, short plat, or site plan approval in which CC&Rs are to be created and recorded against the property, the City may require that the City shall have the right, but not the responsibility, to enforce provisions requiring the maintenance of green infrastructure improvements that are to be maintained by the homeowner's associations or other community entities. This provision shall allow for the City's costs associated therewith to be charged as an assessment against the properties for which the homeowner's association was created and foreclosed in the same manner as the CC&Rs allow for delinquent homeowner's association assessments.

21. **SUMMARY OF CREDITS, OFFSETS, AND OBLIGATIONS.**

21.1 Attached as Exhibit H is a summary of the credits, offsets, and obligations of Nor Am and the City that are set forth in the Master Agreement. This summary is to aid in the administration of the Master Agreement and is not intended to create, substitute for, or alter any condition of the Master Agreement, which shall control.

22. **AMENDMENTS.**

22.1 The Master Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, if the amendment involves property not owned by Nor Am, the consent of the property owner whose property is directly affected by the proposed modification must be provided with notice and an opportunity to participate in the amendment process. If a particular process is called out in the agreement relative to modifying or terminating the Master Agreement, such as in case of a serious threat to public health and safety as set forth in paragraph 6.3, then that process shall be followed.

22.2 In considering an application to be processed in accordance with the LUDR provisions, the responsible city official may agree to minor changes to the concept plan, site plan or subdivision approval consistent with the LUDR and provisions of this Agreement, but all changes to the Master Agreement must be approved by the City Council. A minor change is a change that does not involve a change of use, a major change in the vehicular circulation system, an increase in density or relocation of density patterns, a reduction in open space, a change in the exterior boundaries, an increase in building height, or a change that would be inconsistent with the Master Agreement or LUDR. The minor amendment process shall be the administrative process used by the City in processing minor amendments under its Planned Unit Development code (RMC 23.50.070).

22.3 Any variance or administrative approval process authorized by the LUDR shall follow the City's process set forth in the Richland Municipal Code for variance and other administrative approvals.

22.4 Any amendments to the development regulations in the LUDR or the required green infrastructure improvements set forth in Exhibit D, shall follow the development regulation amendment process set forth in RMC chapter 19.90.

23. **CONSISTENCY DETERMINATION REQUIRED FOR ALL DEVELOPMENT APPROVALS.**

23.1 All development approvals for any site plan, short plat, subdivision, binding site plan or building permit that are not categorically exempt from environmental review under the City Code, shall include a Planned Action Consistency Determination ("PACD"). The PACD shall contain the information set forth in paragraph 9.3 above. The conditions of the PACD shall be included as conditions of approval for the underlying application.

23.2 All development approvals for any site plan, short plat, subdivision, binding site plan, or building permit shall include a Master Agreement Consistency Determination ("MACD").

The MACD will be issued by the Planning Manager after review by the BMS Master Agreement Administrator (See paragraph 23.3).

23.3 No MACD shall be issued until Nor Am has had 10 business days to review the application in order to provide the City with a recommendation on the draft MACD that indicates how the application is in compliance with the Master Agreement in general, and the LUDR in particular, and any recommended changes that need to be made in order to make the application consistent with the LUDR and the Master Agreement. More detailed discussion of the MACD is set forth in LUDR section 1.H. The LUDR refers to the Badger Mountain South Master Agreement Administrator (“MAA”). Until Nor Am delegates its authority in accordance with paragraph 24.3 below, all references to the MAA shall be construed to mean the Nor Am representative identified in paragraph 24.2. If Nor Am does not respond to the MACD application within 10 days, the City is authorized, but not required, to make a decision on the MACD without Nor Am’s input.

23.4 In order to expedite the review process, the applicant may seek a pre-submittal meeting with the MPAC to obtain a draft MACD prior to submitting its application to the City. If the applicant submits the draft MACD from the MAA with its application, then the 10-day review period set forth in paragraph 22.3 shall not apply.

23.5 If the MACD finds that the application is consistent with the Master Agreement and the LUDR, then the application shall not be modified without first obtaining a new MACD, after review by the MAA in accordance with the provisions of paragraphs 22.3 and 22.4.

23.6 If the MACD finds that the application is not consistent with the Master Agreement and the LUDR, then the MACD shall set forth the added conditions that are necessary in order for the application to be consistent with the MACD and the LUDR. Those conditions shall be required conditions of approval for the underlying application. The application shall not then be modified without first obtaining a new MACD, after review by the MPAC in accordance with the provisions of paragraphs 22.3 and 22.4.

23.7 If the Planning Manager finds that the application cannot be sufficiently conditioned to make it consistent with the Master Agreement and the LUDR, then the application shall be denied.

24. **DESIGNATED REPRESENTATIVE FOR EACH PARTY.**

24.1 Representative of City. Rick Simon, as the Environmental Official and Planning Manager for the City of Richland shall be the designated person with overall responsibility in connection administering the Master Agreement on behalf of the City.

24.2 Representative of Nor Am. ~~Loren D. Combs~~ Lawrence J. White ~~Loren D. Combs~~ shall be the designated person for Nor Am Investment, LLC with overall responsibility in connection with administering the Master Agreement on behalf of Nor Am. The Nor Am representative for this purpose shall be referred to as the “Badger Mountain South Master Agreement Administrator (“MAA”).”

24.3 Nor Am shall be responsible for funding the MAA position and having the Administrator be a person that has an in depth knowledge of the Master Agreement, the related

documents, and the City's processes and procedures related thereto. Nor Am may be released from the obligation to fund the MAA in the same method and manner that it is released from its obligation to provide for ongoing maintenance as set forth in paragraph 20.1, or if the obligation is assumed by another entity that, in the City's reasonable discretion, is determined to have sufficient revenues to fund.

25. **DUTIES OF THE BMS MASTER AGREEMENT ADMINISTRATOR AND CITY AUTHORITY TO ENSURE COORDINATED DEVELOPMENT OF REQUIRED INFRASTRUCTURE.**

25.1 The designated representatives identified in Paragraph 24 shall meet on a regular basis, but no less than quarterly to discuss; 1) the development of Badger Mountain South; 2) the order of construction, timing and funding for necessary improvements; 3) the preparation and implementation of other agreements necessary to carry out the intent and purpose of the Master Agreement; 4) the anticipated sale of development sites within the Badger Mountain South; 5) anticipated timing for submittal of development permit applications within the succeeding 6 month period; 5) such other matters as are deemed by other party to be matters that need to be discussed in order to assist in the timely and orderly development of Badger Mountain South the position. The City reserves the right to approve any change in the BMS Master Agreement Administrator and said approval shall not be unreasonably withheld.

25.2 The BMS Master Agreement Administrator will be responsible for coordinating the activities of private developers within Badger Mountain South to insure compliance with the LUDR, orderly extension of infrastructure, development of required improvements and planning for future mitigation measures.

25.3 The orderly extension of infrastructure and coordinated payment for, and construction of, required mitigation, including, without limitation, mitigation identified in this Master Agreement and Exhibit B are of primary concern to the City. As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development's share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South.

25.4 It is intended by the parties that the infrastructure improvements will be timely implemented as part of the City's already established permitting process. The parties will, as part of their regular consultation process, review the progress of this approach and if appropriate to keep the development progress proceeding in an orderly manner, adopt other infrastructure or mitigation funding mechanisms. The parties agree however, that infrastructure improvements that are necessary to mitigate the impacts of any development shall be installed so that the mitigation measure has been constructed before the impact occurs. If required infrastructure or mitigation measures are not sufficiently funded through the mechanisms established this Master Agreement, the City shall have the right to adopt infrastructure or mitigation funding mechanisms, including but not limited to Badger Mountain South-specific per unit fees, impact fees, or local improvement districts, to ensure the orderly extension of infrastructure and construction of required mitigation within Badger Mountain South.

26. **NOTICES.**

26.1 Any notice or communication required by this Agreement between the City and Nor Am must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the party to who it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: Nor Am Investment, LLC

Lawrence J. White
12513 Avenue DuBois
Lakewood, WA 98498
Facsimile: (253) 582-3652
Email: LJWhiteMD@aol.com

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848
Email: ldc@vsilawgroup.com

To: City of Richland

Cindy Johnson
City Manager
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7379
Email: cjohnson@ci.richland.wa.us

With a copy to:

~~Thomas O. Lampson~~ Heather Kintzley ~~Thomas O. Lampson~~
City Attorney
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7689
Email: hlampsonhkintzley@ci.richland.wa.us

With a copy to:

Rick Simon
Development Services Manager
City of Richland
840 Northgate Drive
Richland, WA 99352

Facsimile: (509) 942-7764
Email: rsimon@ci.richland.wa.us

26.2 Either party, by giving 10 days notice, may at any time change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 24.1.

27. **BINDING EFFECT; ASSIGNABILITY.**

27.1 This Master Agreement shall bind and inure to the benefit of the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties.

27.2 The City reserves the right to approve the assignment to any third parties of the personal obligations of Nor Am set forth in Paragraph 27.4 of this Master Agreement, with such approval not to be unreasonably withheld.

27.3 This Master Agreement shall run with the land and shall be binding on the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties. All future development shall be consistent with the LUDR.

27.4 The obligations set forth herein shall not be personal obligations, but shall be obligations and commitments running with the land, except for the City's financial commitments, obligations and benefits under Section 14 and 15 and Nor Am's financial commitments, obligations and benefits under Sections 13, 14, 15, 17, 20 and 24.

27.5 Unless otherwise agreed to by the City, the sale of property within Badger Mountain South shall not relieve Nor Am of any of its obligation under 27.4 above.

28. **NO THIRD PARTY BENEFICIARIES.**

28.1 This Agreement is between Nor Am and the City. This Agreement is not intended to, and shall not be construed as benefitting third-parties.

28.2 Unless otherwise specified in this Agreement, neither the City or Nor Am shall be obligated to construct or extend construct utility or transportation infrastructure within Badger Mountain for the benefit of any particular future development.

29. **REPRESENTATIONS AND WARRANTIES**

Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she shall defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement shall have been duly entered into by the Parties, shall constitute as against each Party a valid, legal and binding obligation that shall run with the land, and shall be enforceable against each Party in accordance with the terms herein.

30. **DEFENSE OF AGREEMENT AND WAIVER OF CLAIMS.**

30.1 Upon the City's request, Nor Am agrees to defend, at its expense, and with its choice of legal counsel, the City relative to any challenge to the validity of any provision of the Master Agreement and any attachments thereto. Notwithstanding the foregoing, the City would remain responsible for defending actions brought by third-parties arising from the City's application of the Master Agreement to a particular development application.

30.2 Nor Am acknowledges that it has done a thorough feasibility analysis of the development model that it has proposed and acknowledges that the City does not make any guarantees or warranties, express or implied with regards to the suitability for development of the Badger Mountain South property or the financial viability of the development that would occur pursuant to the Master Agreement. NorAm is relying on their own analysis of the market conditions and availability of infrastructure at an affordable cost and agrees that it will not bring a claim against the City if its economic expectations are not realized.

31. **EXHIBITS.**

31.1 The following are the Exhibits that are a part of the Master Agreement and are incorporated herein by reference:

Exhibit A	Legal Description for Badger Mountain South
Exhibit B	Environmental Mitigation Conditions
Exhibit C	Land Use Development Regulations (LUDR)
Exhibit D	Green Infrastructure
Exhibit E	Wine Village Conceptual Drawing
Exhibit F	Legal Description for South Orchard Park
Exhibit G	Legal Description for West Village Park
Exhibit H	Summary of Credits, Offsets, and Obligations
Exhibit I	Draft Memorandum of Agreement for recording

32. **NO PRESUMPTION OF DRAFTSMANSHIP BY EITHER PARTY.**

32.1 The Master Agreement has been reviewed and revised by both parties and has been the subject of public hearings. No presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of the Master Agreement.

33. **CAPTIONS.**

33.1 The captions are for ease of reference and are not considered substantive provisions of the Master Agreement, nor shall they be given any weight in determining the interpretation of any provision of the Master Agreement

34. **SEVERABILITY.**

34.1 If any provision of the Master Agreement is determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the

remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect, subject to the provisions of paragraph 27.2.

34.2 If any provision or provisions of the Master Agreement are determined to be unenforceable, then the Parties agree to negotiate in good faith a substitute provision or provisions that would accomplish the intent and purpose of the invalid provision in a method and manner that would be legal.

34.3 In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the this Agreement, or any subsequent action taken by the parties to implement the Master Agreement conditions, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel, subject to the provisions of paragraph 27.4.

35. **AGREEMENT TO BE RECORDED.**

35.1 The parties shall sign the Memorandum of Agreement attached as Exhibit I and record it against the real property legally described in Exhibit A, as well as against each of the tax parcels within Bader Mountain South that exist on the Master Agreement Commencement Date. Nor Am shall pay the costs of recording.

36. **JURISDICTION AND VENUE.**

36.1 The Master Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Master Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Master Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

37. **COOPERATION IN EXECUTION OF DOCUMENTS.**

37.1 The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Master Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Master Agreement.

38. **FINAL AND COMPLETE AGREEMENT.**

38.1 This Master Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Badger Mountain South development. This Master Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Master Agreement supersedes and replaces all prior

Notary public in and for the State of Washington,
residing at _____
My Commission Expires _____

[illegible]

Dated: _____, 2015~~2014~~

Notary public in and for the State of Washington,
residing at _____
My Commission Expires _____

Pursuant to the provisions of paragraph 5.1 above, the parties acknowledge, by the initials set forth below, that the Master Agreement Term Commencement Date is the ____ day of _____, 2011.

~~Nor Am Investment, LLC~~



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 118-15, Adopting the 2016 - 2021 Six-year Transportation Improvement Program (TIP)

Department:
Public Works

Ordinance/Resolution Number:
118-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 118-15, Adopting the 2016-2021 Six-year Transportation Improvement Program (TIP).

Summary:

RCW 35.77.010 requires cities to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings and to file a copy of the adopted TIP with the Washington State Department of Transportation. The TIP is a planning and project management tool for federal, state and local governments. The TIP represents the City's priority transportation improvements. The TIP may be changed after it is adopted to add new projects, delete projects, and change projects to accommodate cost, schedule, scope and funding changes.

The City's TIP is a multi-modal list of projects; in addition to the more traditional street projects, it includes bicycle and pedestrian projects as well. The TIP not only lists the specific projects, but also documents the planned schedule and cost for each project phase (preliminary engineering, right-of-way acquisition and construction). The proposed 2016-2021 TIP was developed from several City documents including the Comprehensive Land-Use Plan, Capital Improvement Plan, City-Wide Transportation Plan and Parks, Trails and Open Space Master Plan.

On May 14, 2015, the Parks and Recreation Commission (PRC) reviewed the 2016-2021 TIP with respect to bicycle lanes, trails and multi-use paths as called for in the municipal code. The PRC concluded that the bicycle and pedestrian projects included in the 2016-2021 TIP represented the correct priorities, and recommended Council adopt the 2016-2021 TIP.

On May 27, 2015, the Planning Commission reviewed the 2016-2021 TIP and recommended Council adopt the 2016-2021 TIP.

Staff has since added the Vantage Highway Pathway - Phase I project back into the 2016 - 2021 TIP in case we are not able to obligate the construction phase of the project this year as intended. By placing it back in the 2016-2021 TIP, we save approximately 3 months' time if the project is pushed into next year.

Fiscal Impact:

There are no costs, other than staff work effort, associated with preparing and adopting the TIP. Project funding and implementation are authorized by separate Council actions.

Attachments:

1. Proposed Resolution No. 118-15
2. 2016-2021 Six Year TIP
3. TIP Reading Key
4. 2016 - 2021 TIP Map
5. KSD Development Intentions Letter

RESOLUTION NO. 118-15

A RESOLUTION of the City of Richland adopting the 2016–2021 Six-year Transportation Improvement Program.

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP) showing the use of state, federal and local funds; and

WHEREAS, RCW 35.77.010 requires the City to adopt its TIP after conducting a public hearing; and

WHEREAS, Richland's practice for preparing and reviewing its TIP involves multiple public involvement opportunities; and

WHEREAS, the Richland Parks and Recreation Commission (PRC) is tasked by the municipal code with review of the City's long range transportation plan with respect to bicycle lanes, trails, and multi-use paths. At its May 14, 2015 regular meeting, the PRC reviewed the proposed 2016-2021 TIP, concluding that the bicycle and pedestrian projects included in the 2016–2021 TIP represented the correct priorities for the bicycle and pedestrian facilities. The Commission recommended that Council adopt the 2016-2021 TIP as presented; and

WHEREAS, the Richland Planning Commission reviewed the 2016–2021 TIP at their May 27, 2015 meeting and recommended Council adopt the 2016–2021 TIP as presented; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's proposed TIP; and

WHEREAS, the multi-modal list of projects contained in the TIP are needed to meet Richland's transportation needs; and

WHEREAS, the proposed TIP is consistent with the City's Comprehensive Plan and the Benton Franklin Council of Governments Regional Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the attached 2016-2021 Six-year Transportation Improvement Program 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 16th day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Richland

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MPO/RTPO: BFCG

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	1	/ 3440(001) Duportail Bridge Duportail Street Queensgate Drive to Cottonwood Drive Construct a 4-lane road and bridge over the Yakima River with a multi-use pathway for ped/bike access. Construct a new signalized intersection at Duportail St./Tanglewood Drive. Reconstruct SR-240/Duportail intersection and modify traffic signal to accommodate additional lanes. Modify the Queensgate/Duportail intersection. Widen and raise at-grade railroad crossing of Port of Benton track.	R002					01	C P T W	0.670	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	OTHER	2,500,000	0	2,500,000
P	CN	2017		0	OTHER	35,500,000	0	35,500,000
Totals				0		38,000,000	0	38,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	2,500,000	0	0	0	0
CN	0	19,500,000	16,000,000	0	0
Totals	2,500,000	19,500,000	16,000,000	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	2	/ 3459(001) Center Parkway Extension Center Parkway Gage Blvd to Tapteal Dr Construct new 3-lane roadway with bike lanes, curb, gutter and sidewalk on both sides. Construct a signalized/gated at-grade crossing of the Port of Benton R/R track.	R001					01		0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2017	STP(UL)	556,770	TIB	360,420	0	917,190
P	CN	2017	STP(UL)	300,000	TIB	116,930	0	416,930
Totals				856,770		477,350	0	1,334,120

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	1,334,120	0	0	0
Totals	0	1,334,120	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	/ 3440(002) Duportail Street Reconstruction Duportail Street Wright Avenue to Robert Avenue Reconstruct roadway to provide 2 travel lanes, bike lanes, curb, gutter & sidewalk on both sides. Includes reconfiguring the intersection of Duportail Street / Wright Avenue.	R011					04	P S W	0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2017	STP(UL)	628,520	TIB	514,090	0	1,142,610
Totals				628,520		514,090	0	1,142,610

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	1,142,610	0	0	0
Totals	0	1,142,610	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	4	Duportail Street Extension Duportail Street Robert Avenue to Wellsian Way Construct new 3 lane street with sidewalks, curb and gutter, water, sewer, storm drainage, street lights and bike lanes. Reconfigure the intersection at Duportail Street and Thayer Drive to accomodate a fourth leg.	R026					01	P S W	0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2016		0	TIB	1,491,155	136,125	1,627,280
Totals				0		1,491,155	136,125	1,627,280

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,627,280	0	0	0	0
Totals	1,627,280	0	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	5	I-182/Queensgate Drive Ramp Terminal Improvements Queensgate Drive Columbia Park Trail to Skyline Drive Reconfigure the I-182 WB ramp terminals by restriping to add a NB left-turn lane. Reconfigure the signalized I-182 SB ramp terminals by constructing a roundabout.	R032					03	O P	0.400	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	75,000	75,000
P	RW	2016		0		0	25,000	25,000
P	CN	2016		0		0	590,000	590,000
Totals				0		0	690,000	690,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	75,000	0	0	0	0
RW	25,000	0	0	0	0
CN	0	690,000	0	0	0
Totals	100,000	690,000	0	0	0



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16	6	/ 3437(001) Queensgate Pathway Queensgate Drive Keene Rd to Columbia Park Trail Construct an asphalt multi-use pathway on the east side of Queensgate.	R015					28		0.350	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2016	TAP(UL)	40,000		0	0	40,000
S	CN	2016	TAP(UL)	70,470		0	0	70,470
Totals				110,470		0	0	110,470

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	40,000	0	0	0	0
CN	70,470	0	0	0	0
Totals	110,470	0	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	7	South George Washington Way Intersection Improvements George Washington Way I-182 to Comstock Street Upgrade and reconfigure George Washington Way(GWW) including the intersections of GWW/Columbia Point Drive/Adams Street and GWW/Comstock Street to provide improved safety, capacity, and mobility. Improve pedestrian access and safety crossing George Washington Way. Also includes modifying the WB I-182, NB SR 240, and SB SR 240 ramps to improve safety.	R031					03	O S W	0.680	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018	STP(UL)	204,760	TIB	307,140	0	511,900
P	RW	2018	STP(UL)	100,000	TIB	150,000	0	250,000
P	CN	2019	STP(UL)	2,180,280	TIB	3,270,420	0	5,450,700
Totals				2,485,040		3,727,560	0	6,212,600

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	511,900	0	0
RW	0	0	250,000	0	0
CN	0	0	0	5,450,700	0
Totals	0	0	761,900	5,450,700	0



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16	8	Swift Boulevard Improvements Swift Boulevard Stevens Dr to George Washington Way Mill and overlay street, widen sidewalks, add decorative street lighting, irrigation, street trees and landscaped medians.	R019					31	P S W	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018	STP(UL)	64,000		0	16,000	80,000
P	CN	2019	STP(UL)	1,045,000		0	240,000	1,285,000
Totals				1,109,000		0	256,000	1,365,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	80,000	0	0
CN	0	0	0	1,250,000	0
Totals	0	0	80,000	1,250,000	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	9	Columbia Park Trail - East Columbia Park Trail SR 240 WB Offramp to East City Limits Reconstruct the street to provide 3-lanes, with curb, gutter, sidewalks, bike lanes street lights, drainage facilities and streetscape on both sides.	R010					04	C P S T W	0.720	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018	STP(UL)	60,000	TIB	90,000	0	150,000
P	CN	2019	STP(UL)	460,000	TIB	690,000	0	1,150,000
Totals				520,000		780,000	0	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	150,000	0	0
CN	0	0	0	1,150,000	0
Totals	0	0	150,000	1,150,000	0



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14	10	Step toe Street / Tap teal Drive Intersection Improvements to Realign Tap teal Drive and Step toe Street intersection by constructing a new intersection. Also includes sidewalks, street lights, fully signalized and gated at-grade railroad crossing, storm drainage.	R029					03	S W	0.180	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	RW	2018		0		0	50,000	50,000
P	CN	2018		0		0	1,330,000	1,330,000
Totals				0		0	1,380,000	1,380,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	0	0	50,000	0	0
CN	0	0	1,330,000	0	0
Totals	0	0	1,380,000	0	0

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16	11	Queensgate Drive/Columbia Park Trail Improvements Queensgate Drive Jericho Road to I-182 EB ramp terminal Reconfigure the Queensgate Drive/Columbia Park Trail intersection by constructing a roundabout and extending Columbia Park Trail west to Jericho Court. Queensgate Drive will be widened to accommodate 4 travel lanes between Jericho Road and the I-182 EB ramp terminals. All streets will include curb, gutter, sidewalks, street lights, storm drainage, and other utilities.	R033					03	O P S W	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	STP(UL)	40,000	TIB	60,000	20,000	120,000
P	RW	2019	STP(UL)	33,000	TIB	50,000	17,000	100,000
P	CN	2020	STP(UL)	455,400	TIB	690,000	234,600	1,380,000
Totals				528,400		800,000	271,600	1,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	120,000	0
RW	0	0	0	100,000	0
CN	0	0	0	0	1,380,000
Totals	0	0	0	220,000	1,380,000



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16	12	SR240 / Kingsgate Traffic Signal Kingsgate Way SR 240 to Construct a new traffic signal with video detection and pedestrian facilities	R007					01	P		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	75,000	75,000
P	CN	2018		0		0	250,000	250,000
Totals				0		0	325,000	325,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	75,000	0	0	0
CN	0	0	250,000	0	0
Totals	0	75,000	250,000	0	0



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17	13	Queensgate Drive Extension Queensgate Drive Shockley Rd to Keene Rd Construct a 3-lane street with curb, gutter, sidewalk, street lights and drainage facilities on both sides. Construct a roundabout at the Queensgate Drive/Shockley Road intersection. Modify the Keene Road/Queensgate Drive traffic signal to accommodate the new south leg of Queensgate Drive.	R012					01	C G P S T W	0.450	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	150,000	150,000
P	RW	2019		0		0	100,000	100,000
P	CN	2020		0		0	850,000	850,000
Totals				0		0	1,100,000	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	150,000	0
RW	0	0	0	100,000	0
CN	0	0	0	0	850,000
Totals	0	0	0	250,000	850,000

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16	14	Gage Boulevard Improvements Gage Boulevard Penny Royal Ave to Morency Dr. Add bike lanes, shoulders, sidewalks, street lights, storm drainage on Gage Boulevard.	R028					04	O P	0.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	75,000	75,000
P	CN	2021		0		0	750,000	750,000
Totals				0		0	825,000	825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	75,000
CN	0	0	0	0	750,000
Totals	0	0	0	0	825,000



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19	15	Vantage Highway Pathway - Phase 2 Snyder Street Robertson Drive to Stevens Drive Construct a new, separated Hot Mix Asphalt multi-use pathway connecting the Vantage Highway Pathway Phase 1 with the Stevens Drive Pathway.	R018					28	P W	0.400	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018	TAP(UL)	50,000		0	0	50,000
P	RW	2018	TAP(UL)	100,000		0	0	100,000
P	CN	2019	TAP(UL)	520,000		0	0	520,000
Totals				670,000		0	0	670,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	50,000	0	0
RW	0	0	100,000	0	0
CN	0	0	0	520,000	0
Totals	0	0	150,000	520,000	0

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17	16	Rachel Road Improvements Rachel Road Leslie Rd to Steptoe St Construct a 2-lane collector with curb, gutter & sidewalk, street lights and storm drainage on both sides of the street. Left turn lanes will be constructed where needed.	R008					01	O P S W	1.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	200,000	200,000
P	RW	2020		0		0	300,000	300,000
P	CN	2021		0		0	1,700,000	1,700,000
Totals				0		0	2,200,000	2,200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	200,000	0
RW	0	0	0	0	300,000
CN	0	0	0	0	1,700,000
Totals	0	0	0	200,000	2,000,000



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17	17	Bellerive Drive Extension Bellerive Drive Rachel Rd to 100' S. of Wenatchee Ln. Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	R009					01	P S W	0.070	CE	Yes

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	PE	2019		0		0	10,000
P	RW	2020		0		0	10,000
P	CN	2021		0		0	50,000
Totals				0		0	70,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	10,000	0
RW	0	0	0	0	10,000
CN	0	0	0	0	50,000
Totals	0	0	0	10,000	60,000



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14	18	Stevens Drive Pathway Stevens Drive Spengler St to Horn Rapids Rd Construct a separated multi-use pathway on east side of Stevens Drive.	R016					28	C P T	2.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	70,000	70,000
P	CN	2019		0		0	880,000	880,000
Totals				0		0	950,000	950,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	70,000	0	0
CN	0	0	0	880,000	0
Totals	0	0	70,000	880,000	0



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17	19	Queensgate Drive - Phase II Queensgate Drive Rachel Rd to Alla Vista Rd Construct new 2-lane collector with curb, gutter, sidewalk, street lights, and storm drainage facilities on both sides	R013					01	P S W	2.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	300,000	300,000
P	RW	2020		0		0	500,000	500,000
P	CN	2021		0		0	2,600,000	2,600,000
Totals				0		0	3,400,000	3,400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	300,000	0
RW	0	0	0	0	500,000
CN	0	0	0	0	2,600,000
Totals	0	0	0	300,000	3,100,000



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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	20	Vantage Highway Pathway - Phase 3 SR 240 Twin Bridges Road to Kingsgate Way Construct a new, separated Hot Mix Asphalt multi-use pathway on the north side of SR 240.	R034					28		1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	TAP(UL)	30,000		0	20,000	50,000
P	CN	2021	TAP(UL)	500,000		0	50,000	550,000
Totals				530,000		0	70,000	600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
CN	0	0	0	0	550,000
Totals	0	0	0	0	600,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	7,438,200		45,790,155	11,673,725	64,902,080



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	11	Vantage Highway Pathway - Phase I SR-240 Kingsgate Way to Robertson Drive Construct a 12' asphalt multi-use pathway on the north side of SR-240 between Hanford Legacy Park (Kingsgate Way vicinity) and Robertson Drive.	R2014	06/17/14	06/24/14		89-14	28	P S W	1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015		0		0	40,000	40,000
S	CN	2015	TAP(UL)	204,739		0	0	204,739
Totals				204,739		0	40,000	244,739

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	40,000	0	0	0	0
CN	204,739	0	0	0	0
Totals	244,739	0	0	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	888,259		2,791,920	209,450	3,889,629

Transportation Improvement Program

Interpretation Key

- MPO/RTPO
 - Metropolitan Planning Organization/Regional Transportation Planning Organization – Benton Franklin Council of Governments
- Functional Class
 - Federal functional classification of the street
 - 12 – Freeways/Expressways Urban (State Highways)
 - 14 – Other Principal Arterials Urban
 - 16 – Minor Arterial Urban
 - 17 – Collector Urban
 - 19 – Local Access Urban
- Priority Number
 - City's priority ranking
- Improvement Type
 - 1 – New Construction Roadway
 - 3 – Reconstruction – Added Capacity
 - 4 – Reconstruction – No Added Capacity
 - 28 – Facilities for Pedestrians & Bicycles
 - 31 – Landscaping & other Scenic Beautification
- Utility Codes
 - O – Other
 - P – Power
 - S – Sewer
 - W – Water
- Total Length
 - Project length in miles
- Environmental Type
 - NEPA only if federal funds
 - CE – Categorical Exclusion
 - EA – Environmental Assessment
 - EIS – Environmental Impact Statement
 - DCE – Documented Categorical Exclusion
- RW Required
 - Yes – Right-of-way or easements required
 - No – Right-of-way or easements NOT required

- Funding Status
 - P – Planned
 - S – Secured
- Phase
 - PE – Preliminary Engineering
 - RW – Right-of-way
 - CN – Construction
- Phase Start Year
 - Year in which phase is anticipated to begin. This is not a hard date.
 - For projects with Secured federal funding, the date is fixed by the year the funds are allocated from through the BFCG.
- Federal Fund Code
 - STP(UL) – Surface Transportation Program – Urban Large
 - TAP(UL) – Transportation Alternatives Program – Urban Large
- State Fund Code
 - OTHER – Gas Tax Funding
 - TIB – Transportation Improvement Board
- Expenditure Schedule
 - 1st – 2016
 - 2nd – 2017
 - 3rd – 2018
 - 4th – 2019
 - 5th – 2020
 - 6th – 2021

City of Richland

2016 - 2021 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM MAP

Legend

- Intersection Improvements
- Other Transportation Improvements
- Multi-Use Trails
- Route To Be Determined

Project List

- 1 Duportail Bridge
- 2 Center Parkway Extension
- 3 Duportail Street Reconstruction
- 4 Duportail Street Extension
- 5 I-182/Queensgate Dr Ramp Terminal Improvements
- 6 Queensgate Pathway
- 7 South GWW Safety & Mobility Improvements
- 8 Swift Corridor Improvements
- 9 Columbia Park Trail East
- 10 Steptoe/Tapteal Intersection Improvements
- 11 Queensgate Dr/Columbia Park Trail Improvements
- 12 SR-240/Kingsgate Way Traffic Signal
- 13 Queensgate Drive Extension
- 14 Gage Boulevard Improvements
- 15 Vantage Highway Pathway Phase 2
- 16 Rachel Road Improvements
- 17 Bellerive Drive Extension
- 18 Stevens Drive Pathway
- 19 Queensgate Drive Extension - Phase II
- 20 Vantage Highway Pathway Phase 3



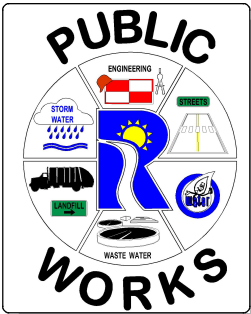
0 0.35 0.7 1.4
Miles

Path: O:_GIS_Maps\Internal\TIP_MAPS\11X17_tip_2015.mxd

Date: 4/23/2015

Coordinate System: NAD 1983 StatePlane Washington South FIPS 4802 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 1,640,416.4867
False Northing: 0.0000
Central Meridian: -120.5000
Standard Parallel 1: 45.8333
Standard Parallel 2: 47.3333
Latitude Of Origin: 45.3333
Units: Foot US

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Dave Bond, Superintendent
Dr. Chuck Lybeck, Associate Superintendent, Curriculum
Greg Fancher, Assistant Superintendent, Elementary Education
Ron Williamson, Assistant Superintendent, Secondary Education
Doug Christensen, Assistant Superintendent, Human Resources
Ron Cone, Executive Director, Information Technology
Vic Roberts, Executive Director, Business Operations
Robyn Chastain, Director, Communications and Public Relations

April 30, 2015

Pete Rogalsky, Public Works Director
City of Richland
840 Northgate Avenue
P.O. Box 190, MS-26
Richland, Washington 99352

Dear Pete,

In February, the Kennewick School District passed an \$89.5 M bond to construct and remodel a number of schools within our district. The first four projects will be built on property within the City of Kennewick or within Benton County, but the final project could be built on property either within the City of Kennewick or within the City of Richland. The projects are as follows:

<u>School</u>	<u>Location</u>	<u>Construction Timeline</u>
Desert Hills	Clodfelter west of Steptoe	April 2015 – August 2016
Elementary #15	Sagecrest Development	May 2015 – August 2016
Middle School #5	Southridge Blvd. and 27 th	September 2015 – January 2017
Westgate Elementary	Conway and 4 th Ave	April 2016 – July 2017
Elementary #16	Undetermined	April 2017 – July 2018

The District owns three parcels of property on which it might build **Elementary #16**.

- The first parcel is located in the City of Kennewick on the south side of 10th Avenue adjacent to Montana Street.
- The second parcel is located in the City of Richland in the Clearwater Creek development located north of Clearwater Avenue, west of Steptoe Street, and east of Leslie Road.
- The final parcel is located in the City of Richland in the Badger South development north of Reata Road between I-82 and Bermuda Road.

The Board's timeline for making a decision on where to site Elementary #16 is tentatively scheduled for May/June in 2016. That will give the architect about a year to develop the drawings and have us ready to go out for bid in April/May of 2017 and have the school under construction by the spring of 2017 and ready to open in the summer of 2018.

The Board will consider a number of factors in determining where to site Elementary #16.

- Accessibility of the site.
- Proximity of the site to housing.
- Number of students in the logical boundary area

For the District to choose to site an elementary school on the Clearwater Creek site, the District would need to have commitments from the developer and the City of Richland to provide connectivity from Leslie Road on the west to Steptoe Street on the east. The District currently has an understanding with Hayden Homes that the road from Steptoe to the school site will be completed prior to the opening of the school. Once the District commits to building the school, Hayden Homes will ensure that the road to the school property is completed prior to the opening of the school. The District would need a similar commitment from the City of Richland to bring a road to the site from Leslie Road prior to the completion of the school.

Finally, it is the District's intent to eventually build elementary schools on all three sites. The District plans to run another bond in 2019 and our current Ten-Year Plan includes funding for additional elementary school(s) in that bond. Thus, it is not a matter of whether or not we will build on the two sites in Richland, but rather a question of when. Given the growth in student population in the west end of the Kennewick School District, it is likely that we will need to build on those sites sooner, rather than later.

If you need any further clarifications, please feel free to contact me (509-222-5020) or Capital Facilities Director Doug Carl (509-222-7667).

Sincerely,



Dave Bond, Superintendent
Kennewick School District



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 119-15, Authorizing the Circulation of a Petition for the Proposed Whitfield Annexation

Department:

Community & Development Services

Ordinance/Resolution Number:

119-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 199-15, authorizing the circulation of a formal petition for the proposed Whitfield annexation.

Summary:

Council previously approved Resolution No. 54-15 on March 17, 2015, accepting the proposed Whitfield annexation and authorizing the annexation proceedings to begin. Over the past three months, the Benton County Boundary Review Board has completed its review of the application and the Planning Commission has made a recommendation that R1-10 Single Family Residential zoning be applied to the property upon annexation. The next step in the annexation process is for the Council to authorize the circulation of a formal annexation petition. Proposed Resolution No. 119-15 has been prepared for Council's review and adoption.

The proposed annexation consists of a 26-acre orchard that is located generally south of Shockley Road, west of Riesling Street and north of Westcliffe Boulevard.

Fiscal Impact:

Annexation will increase the City's property tax base but will also obligate the City to provide services to the annexation area. A detailed fiscal analysis of the proposed annexation will be prepared by City staff at a later stage in the annexation process.

Attachments:

1. Proposed Resolution 119-15
2. Whitfield Annexation Petition
3. Vicinity Map

RESOLUTION NO. 119-15

A RESOLUTION of the City of Richland authorizing the circulation of a petition proposing annexation of approximately 26 acres located south of Shockley Road and west of Riesling Street.

WHEREAS, the Richland City Council has, through adoption of Resolution No. 54-15 on March 17, 2015, called for the annexation process of the 26-acre annexation of an area south of Shockley Road and west of Riesling Street to proceed; and

WHEREAS, City staff submitted an application to the Benton County Boundary Review Board for the annexation. The Board did not invoke jurisdiction within 45 days of the filing of the annexation and was thus deemed approved by the Boundary Review Board on June 8, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on March 25, 2015 to consider appropriate zoning designations for the proposed annexation area, thus fulfilling the directives included in Council's Resolution No. 54-15.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Richland Washington hereby authorizes the circulation of the attached petition calling for the annexation of the 26-acre site located south of Shockley Road and west of Riesling Street.

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 16th day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**PETITION FOR ANNEXATION
TO CITY OF RICHLAND, WASHINGTON**

Proposed Annexation Name: **Whitfield Annexation**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Attachment 3.

Prior to the circulation of this petition, a meeting was held on the seventeenth day of March, 2015, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 54-15, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto. Resolution No. 54-15 also (1) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (2) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; (3) directed the planning commission to propose and forward a recommendation to the city council as to the most appropriate zoning designation for the area proposed to be annexed; and (4) authorized city staff to file an application with the Boundary Review Board for the proposed annexation.

A notice of intention to annex was duly filed with the Boundary Review Board Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on June 8, 2015. Then, on June 16, 2015, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

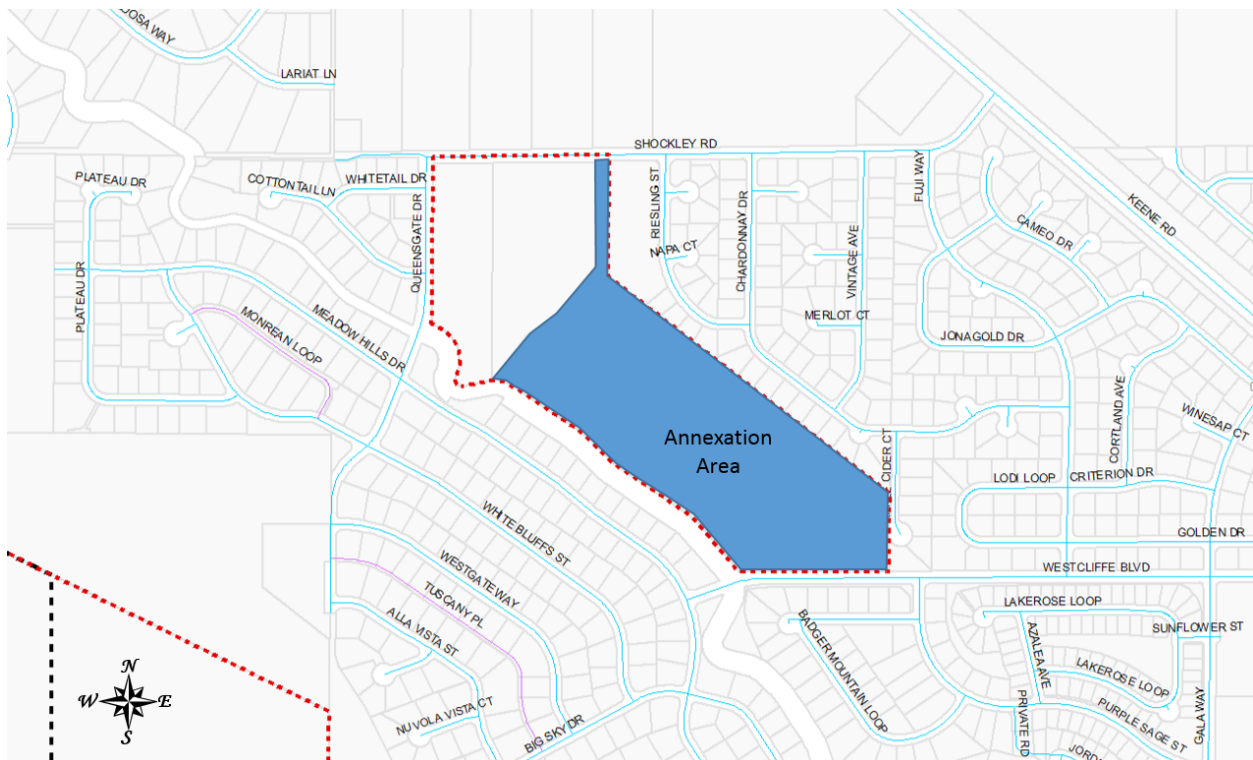
Assessor's Parcel Numbers: 127982000009000
Property Owner: Edith Whitfield Trustee

Signature: _____ **By:** _____ **Date:** _____

Name of Person Signing: _____

Attachment 1

Proposed Whitfield Annexation Map



Attachment 2

Legal Description for Proposed Whitfield Annexation

THOSE PARTS OF THE NORTH 1/2 OF THE NORTHWEST QUARTER AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER, LYING NORTHEASTERLY OF CENTER LINE OF BADGER EAST LATERAL OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28. LESS THE WEST 465 FEET THEREOF: LESS THAT PORTION DEFINED AS FOLLOWS: THE NORTH 295 FEET OF THE EAST 283' OF THE WEST 748' (FOOTAGE CORRECTED 2/3/69& 8/25/69), AS MEASURED PARALLEL WITH THE NORTH AND WEST LINES OF THE NORTHWEST QUARTER NORTHWEST QUARTER, EXCEPT ROAD RIGHT OF WAY: ALSO LESS THE EAST 283 FEET OF THE WEST 748 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AS MEASURED PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, LYING NORTH OF THE BADGER EAST LATERAL CANAL KENNEWICK DIVISION YAKIMA RECLAMATION PROJECT, EXCEPT THE NORTH 295 FEET THEREOF RESERVING TO GRANTOR AND ASSIGNS AND EASEMENT FOR INGRESS AND EGRESS OVER A STRIP ETC. LESS PORTION BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF. THENCE SOUTH 1° 25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38° 25' EAST 276 FEET. THENCE NORTH 57° 07' EAST 166.10 FEET. THENCE NORTH 39° 02' EAST 293.80 FEET. THENCE NORTH 1° 31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89° 52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 10 FEET THEREOF: TOGETHER WITH EASEMENT. ALSO THAT PORTION OF THE SOUTH 10 FEET OF THE NORTH 20 FEET OF THE NORTHWEST QUARTER LYING EAST OF PARCEL A, TOGETHER WITH EASEMENTS LESS ALL THAT PORTION OF NORTHWEST QUARTER LYING EAST & NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 25.43 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE. THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER, 571.10 FEET. THENCE SOUTHEASTERLY IN A STRAIGHT LINE 1676.39 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1020.65 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER AND TERMINUS OF SAID DESCRIBED LINE: ALSO THE SOUTH 10 FEET OF NORTH 30 FEET OF THE NORTHEAST NORTHWEST AND THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF A POINT 1291.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER. N P CONT #W-10936: AGREEMENT 6/3/70: SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 10/30/70, 1/16/80: TOGETHER WITH EASEMENTS 11/19/70: MINERAL RIGHTS RESERVED: PUD EASEMENT 4/23/58. EXCEPT A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A

PORTION OF PARCEL "B" AS DESCRIBED IN AN INDENTURE DOCUMENT RECORDERD UNDER AUDITOR'S FILE NUMBER 86-5404, RECORDS OF BENTON COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89° 52' 30" EAST 1231.75 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 01° 31' 25" WEST 20.01 FEET LEAVING SAID NORTH LINE ALONG THE WEST LINE OF SAID PARCEL "B" AND THE EAST LINE OF PARCEL "A" AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 680225, RECORDS OF BENTON COUNTY WASHINGTON, TO THE NORTHWEST CORNER OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01° 31' 25" WEST 10.00 FEET ALONG SAID EAST AND WEST LINES; THENCE LEAVING SAID EAST AND WEST LINES SOUTH 89° 52' 30" EAST 60.02 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B"; THENCE NORTH 01° 31' 25" EAST 10 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 89° 52' 30" WEST 60.02 FEET ALONG THE NORTH LINE OF SAID PARCEL "B" BACK TO THE TRUE POINT OF BEGINNING. CONTAINS APPROXIMATELY 600.2 SQUARE FEET. BOUNDARY LINE ADJUSTMENT PER QUIT CLAIM DEED AUDITORS FILE #2003-013623 DATED 3/26/2003. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 3/26/03.

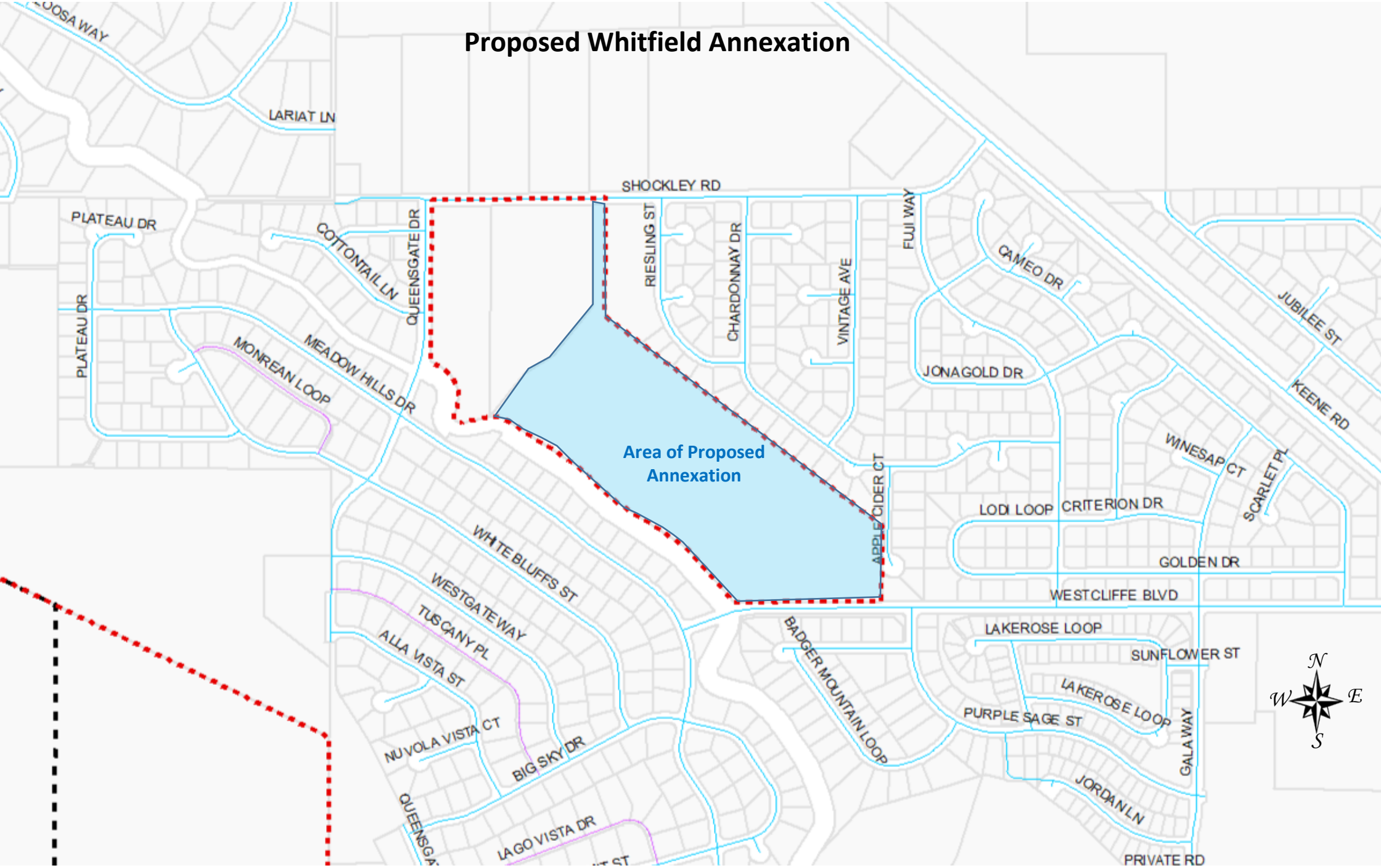
This description includes the following **County Parcel Identification Number**:

1-2798-200-0009-000

**Attachment 3
Proposed Westchester Annexation**

Parcel ID #	Name/Address	Acres	Value
127982000009000	Edith Whitfield Trustee	26.38	\$1,063,900

Proposed Whitfield Annexation





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 120-15, Rejecting Bid for the HAPO Community Stage at John Dam Plaza

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

120-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 120-15, authorizing the City Manager to reject bid for the HAPO Community Stage at John Dam Plaza.

Summary:

On June 4, 2015 one bid was received and opened for the HAPO Community Stage at John Dam Plaza Project. The low bid was \$822,670.52 and the Engineers Estimate was \$548,446.82.

Staff will review the project, perform additional value engineering and rebid the project at a future date.

Fiscal Impact:

Minor additional costs will be required to revise the plans and prepare a new bid document.

Attachments:

1. Resolution No. 120-15 Rejecting Bid for HAPO Community Stage at John Dam Plaza Project
2. Bid Tab

RESOLUTION NO. 120-15

A RESOLUTION of the City of Richland rejecting a bid for the
HAPO Community Stage at John Dam Plaza Project.

WHEREAS, on June 4, 2015 one (1) bid was received and opened for the HAPO
Community Stage at John Dam Plaza Project; and

WHEREAS, the bid amount, submitted by Industrial Constructors, Inc., was
\$822,670.52; and

WHEREAS, the Engineer's estimate is \$548,446.82.

NOW, THEREFORE, BE IT RESOLVED that the bid submitted by Industrial
Constructors, Inc. for the HAPO Community Stage at John Dam Plaza is rejected.

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
16th day of June, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

FOR:

HAPO

				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Demolition											
A-1	Mobilization	1	LS	7,500.00	7,500.00	10,000.00	10,000.00		0.00		0.00
A-2	Clearing & Grubbing	0.82	AC	5,000.00	4,100.00	10,000.00	8,200.00		0.00		0.00
A-3	Remove 18" Tree & Stump	1	EA	850.00	850.00	1,000.00	1,000.00		0.00		0.00
A-4	Remove 30" Tree & Stump	4	EA	1,200.00	4,800.00	1,500.00	6,000.00		0.00		0.00
A-5	Excavation and Haul	1300	CY	7.50	9,750.00	17.00	22,100.00		0.00		0.00
A-6	Saw Cut Concrete Curb & Gutter	65	LF	10.00	650.00	20.00	1,300.00		0.00		0.00
A-7	Remove Concrete Sidewalk	126	SY	15.00	1,890.00	20.00	2,520.00		0.00		0.00
A-8	Remove Concrete Pad	2	SY	15.00	30.00	20.00	40.00		0.00		0.00
A-9	Removal & Salvage Irrigation Head	2	EA	15.00	30.00	100.00	200.00		0.00		0.00
A-10	Remove Irrigation Heads & Pipe	1	LS	2,000.00	2,000.00	1,000.00	1,000.00		0.00		0.00
SCHEDULE A SUB TOTAL					31,600.00		52,360.00		0.00		0.00
8.6% SALES TAX					2,717.60		4,502.96	0.00	0.00	0.00	0.00
SCHEDULE A TOTAL					<u>34,317.60</u>		<u>56,862.96</u>		0.00		<u>0.00</u>
SCHEDULE B - Site Work											
B-1	Surveying	1	LS	2,500.00	2,500.00	5,000.00	5,000.00		0.00		0.00
B-2	Site Grading	1,060	CY	7.50	7,950.00	7.00	7,420.00		0.00		0.00
B-3	Modular Block Wall	380	SF	25.00	9,500.00	17.00	6,460.00		0.00		0.00
B-4	Bollards	5	EA	250.00	1,250.00	200.00	1,000.00		0.00		0.00
B-5	Concrete Steps at Retaining Wall	1	LS	350.00	350.00	1,500.00	1,500.00		0.00		0.00
B-6	4" Thick Concrete Sidewalk	121.6	SY	40.00	4,864.00	40.00	4,864.00		0.00		0.00
B-7	4" Thick Concrete Pad w/WWM	85.5	SY	45.00	3,847.50	50.00	4,275.00		0.00		0.00
B-8	6" Thick Concrete Driveway	36.1	SY	55.00	1,985.50	60.00	2,166.00		0.00		0.00
SCHEDULE B SUB TOTAL					32,247.00		32,685.00		0.00		0.00
8.6% SALES TAX					2,773.24		2,810.91		0.00		0.00
SCHEDULE B TOTAL					<u>35,020.24</u>		<u>35,495.91</u>		<u>0.00</u>		<u>0.00</u>

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

FOR:

HAPO

				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE C -Irrigation & Landscaping										
C-1	Imported Topsoil	350	CY	20.00	7,000.00	15.00	5,250.00		0.00		0.00
C-2	Remove & Replace 2-1/2" Existing Irrigation Line	190	LF	3.00	570.00	10.00	1,900.00		0.00		0.00
C-3	3" Irrigation Pipe	66	LF	4.00	264.00	5.00	330.00		0.00		0.00
C-4	2" Irrigation Pipe	142	LF	2.50	355.00	4.50	639.00		0.00		0.00
C-5	1-1/2" Irrigation Pipe	154	LF	2.25	346.50	4.00	616.00		0.00		0.00
C-6	1-1/4" Irrigation Pipe	165	LF	2.00	330.00	3.50	577.50		0.00		0.00
C-7	1" Irrigation Pipe	984	LF	2.00	1,968.00	3.00	2,952.00		0.00		0.00
C-8	4" SCHD 40 PVC Sleeve	80	LF	5.00	400.00	10.00	800.00		0.00		0.00
C-9	RainBird Falcon Heads	17	EA	40.00	680.00	50.00	850.00		0.00		0.00
C-10	Hunter MP1000 4" Pop-Up	8	EA	20.00	160.00	30.00	240.00		0.00		0.00
C-11	Hunter MP2000 4" Pop-Up	21	EA	20.00	420.00	30.00	630.00		0.00		0.00
C-12	Hunter MP3000 4" Pop-Up	12	EA	20.00	240.00	30.00	360.00		0.00		0.00
C-13	Connect to Existing Irrigation Pipe	4	EA	25.00	100.00	100.00	400.00		0.00		0.00
C-14	Sod	28,590	SF	0.50	14,295.00	0.60	17,154.00		0.00		0.00
SCHEDULE C SUB TOTAL					27,128.50		32,698.50		0.00		0.00
8.6% SALES TAX					2,333.05		2,812.07		0.00		0.00
SCHEDULE C TOTAL					29,461.55		35,510.57		0.00		0.00
	SCHEDULE D - UTILITIES										
D-1	1-1/5" Water Line	190	LF	5.00	950.00	20.00	3,800.00		0.00		0.00
D-2	PVC Sanitary Sewer Pipe 4 In. Diam.	44	LF	10.00	440.00	30.00	1,320.00		0.00		0.00
D-3	Sewer Trench Excavation & Backfill	44	LF	7.50	330.00	100.00	4,400.00		0.00		0.00
D-4	Trench Safety	30	LF	3.50	105.00	20.00	600.00		0.00		0.00
D-5	Pipe Bedding	44	LF	2.00	88.00	2.50	110.00		0.00		0.00
D-6	Drain Pipe 4 In. Diam.	70	LF	10.00	700.00	10.00	700.00		0.00		0.00
D-7	Storm Trench Excavation & Backfill	70	LF	7.50	525.00	25.00	1,750.00		0.00		0.00
D-8	Concrete Drywell	1	LS	3,000.00	3,000.00	2,500.00	2,500.00		0.00		0.00
D-9	Restoration of Sidewalk	12	SY	40.00	480.00	60.00	720.00		0.00		0.00
D-10	Saw Cut Asphalt	34	LF	1.00	34.00	20.00	680.00		0.00		0.00

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

FOR:

HAPO

				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D-11	Restoration of ACP Surface	8	SY	50.00	400.00	400.00	3,200.00		0.00		0.00
SCHEDULE D SUB TOTAL					7,052.00		19,780.00		0.00		0.00
8.6% SALES TAX					606.47		1,701.08		0.00		0.00
SCHEDULE D TOTAL					<u>7,658.47</u>		<u>21,481.08</u>		<u>0.00</u>		<u>0.00</u>
	SCHEDULE E - STAGE CONSTRUCTION										
E-1	Stage Base Bid	1	LS	\$441,988.95	441,988.95	620,000.00	620,000.00		0.00		0.00
SCHEDULE E SUB TOTAL					441,988.95		620,000.00		0.00		0.00
8.6% SALES TAX					38,011.05		53,320.00		0.00		0.00
SCHEDULE E TOTAL					<u>480,000.00</u>		<u>673,320.00</u>		<u>0.00</u>		<u>0.00</u>
SUMMARY OF BASE BID											
TOTAL SCHEDULE A - DEMOLITION					34,317.60		56,862.96				
TOTAL SCHEDULE B - SITE WORK					35,020.24		35,495.91				
TOTAL SCHEDULE C - IRRIGATION & LANDSCAPING					29,461.55		35,510.57				
TOTAL SCHEDULE D - UTILITIES					7,658.47		21,481.08				
TOTAL SCHEDULE E - STAGE CONSTRUCTION					441,988.95		673,320.00				
GRAND TOTAL BASE BID					548,446.82		822,670.52				
ALTERNATES											
	ALT-#1A CONCRETE STEPS AND GUARDRAIL										
	Concrete Steps and Guardrail	1	LS	5,000.00	5,000.00	10,000.00	10,000.00		0.00		0.00
SCHEDULE ALT 1A SUB TOTAL					5,000.00		10,000.00		0.00		0.00
8.6% SALES TAX					430.00		860.00		0.00		0.00
SCHEDULE ALT 1A TOTAL					<u>5,430.00</u>		<u>10,860.00</u>		<u>0.00</u>		<u>0.00</u>

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

FOR:

HAPO

				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ALT-#1B ORCHESTRA PIT AND FRENCH DRAIN											
	4" Thick Concrete Pad	110	SY	40.00	4,400.00	45.00	4,950.00		0.00		0.00
	French Drain	73	LF	10.00	730.00	60.00	4,380.00		0.00		0.00
SCHEDULE ALT 1B SUB TOTAL					5,130.00		9,330.00		0.00		0.00
8.6% SALES TAX					441.18		802.38		0.00		0.00
SCHEDULE ALT 1B TOTAL					<u>5,571.18</u>		<u>10,132.38</u>		<u>0.00</u>		<u>0.00</u>
ALT-#2 DRINKING FOUNTAIN & & CONCRETE PAD											
	Drinking Fountain In-Place	1	LS	3,000.00	3,000.00	5,000.00	5,000.00		0.00		0.00
	4" Thick Concrete Pad	31	SY	40.00	1,240.00	60.00	1,860.00		0.00		0.00
SCHEDULE ALT 2 SUB TOTAL					4,240.00		6,860.00		0.00		0.00
8.6% SALES TAX					364.64		589.96		0.00		0.00
SCHEDULE ALT 2 TOTAL					<u>4,604.64</u>		<u>7,449.96</u>		<u>0.00</u>		<u>0.00</u>
ALT-#3 PLUMBING FIXTURES & TOILET ACCESSORIES											
	Plumbing Fixtures & Toilet Assessories	1	LS		0.00	15,000.00	15,000.00		0.00		0.00
SCHEDULE ALT 3 SUB TOTAL					0.00		15,000.00		0.00		0.00
8.6% SALES TAX					0.00		1,290.00		0.00		0.00
SCHEDULE ALT 3 TOTAL					<u>0.00</u>		<u>16,290.00</u>		<u>0.00</u>		<u>0.00</u>
ALT- #4 NOT USED											

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

FOR:

HAPO

				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALT-#5 100 AMP COMPANY SWITCH AND ADDITIONAL ISOLATOR TRANSFORMER										
	100 Amp Company Switch and additional isolation transformer	1	LS	8,708.00	8,708.00	10,000.00	10,000.00		0.00		0.00
SCHEDULE ALT 5 SUB TOTAL				8,708.00		10,000.00		0.00		0.00	
8.6% SALES TAX				748.89		860.00		0.00		0.00	
SCHEDULE ALT 5 TOTAL				<u>9,456.89</u>		<u>10,860.00</u>		<u>0.00</u>		<u>0.00</u>	
	ALT-#6A MIRROR, COUNTERTOPS, TACKBOARDS AND DRESSING ROOM SINK										
	Mirrors, Countertops and Dressing Room Sink	1	LS	4,249.00	4,249.00	5,000.00	5,000.00		0.00		0.00
SCHEDULE ALT 6 SUB TOTAL				4,249.00		5,000.00		0.00		0.00	
8.6% SALES TAX				365.41		430.00		0.00		0.00	
SCHEDULE 6A TOTAL				<u>4,614.41</u>		<u>5,430.00</u>		<u>0.00</u>		<u>0.00</u>	
	ALT-#6B INTERIOR PAINT										
	Interior Paint	1	LS	3,324.00	3,324.00	2,000.00	2,000.00		0.00		0.00
SCHEDULE ALT 6 SUB TOTAL				3,324.00		2,000.00		0.00		0.00	
8.6% SALES TAX				285.86		172.00		0.00		0.00	
SCHEDULE 6B TOTAL				<u>3,609.86</u>		<u>2,172.00</u>		<u>0.00</u>		<u>0.00</u>	
	ALT-#7 GLASS BLOCK WINDOWS										
	Glass Block Windows	1	LS	975.00	975.00	2,000.00	2,000.00		0.00		0.00
SCHEDULE ALT 7 SUB TOTAL				975.00		2,000.00		0.00		0.00	
8.6% SALES TAX				83.85		172.00		0.00		0.00	
SCHEDULE 7 TOTAL				<u>1,058.85</u>		<u>2,172.00</u>		<u>0.00</u>		<u>0.00</u>	

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

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				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALT-#8 POWER PEDESTAL NEAR STAGE										
	Power Pedestal Near Stage	1	LS	2500.00	2,500.00	5,000.00	5,000.00		0.00		0.00
	SCHEDULE ALT 8 SUB TOTAL				2,500.00		5,000.00		0.00		0.00
	8.6% SALES TAX				215.00		430.00		0.00		0.00
	SCHEDULE 8 TOTAL				<u>2,715.00</u>		<u>5,430.00</u>		<u>0.00</u>		<u>0.00</u>
	ALT #9 8' WIDE CONCRETE PAD										
	8' Wide Concrete Pad	239	SY	45.00	10,755.00	55.00	13,145.00		0.00		0.00
	SCHEDULE ALT 9 SUB TOTAL				10,755.00		13,145.00		0.00		0.00
	8.6% SALES TAX				924.93		1,130.47		0.00		0.00
	SCHEDULE 9 TOTAL				<u>11,679.93</u>		<u>14,275.47</u>		<u>0.00</u>		<u>0.00</u>
	ALT #10ASOUTH CONCRETE VENDOR SLAB										
	South Concrete Verndor Slab	91	SY	45.00	4,095.00	60.00	5,460.00		0.00		0.00
	SCHEDULE ALT 10 SUB TOTAL				4,095.00		5,460.00		0.00		0.00
	8.6% SALES TAX				352.17		469.56		0.00		0.00
	SCHEDULE 10A TOTAL				<u>4,447.17</u>		<u>5,929.56</u>		<u>0.00</u>		<u>0.00</u>
	ALT #10B CONCRETE VENDOR PADS ALONG TRAIL										
	Concrete Vendor Pads Along Trail	263	SY	45.00	11,835.00	60.00	15,780.00		0.00		0.00
	SCHEDULE ALT 11 SUB TOTAL				11,835.00		15,780.00		0.00		0.00
	8.6% SALES TAX				1,017.81		1,357.08		0.00		0.00
	SCHEDULE 10b TOTAL				<u>12,852.81</u>		<u>17,137.08</u>		<u>0.00</u>		<u>0.00</u>

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

FOR:

HAPO

				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALT #10 CCONDUIT TO POWER PEDESTALS										
	Conduit to Power Pedestals	583	LF	5.00	2,915.00	25.00	14,575.00		0.00		0.00
	SCHEDULE ALT 12 SUB TOTAL				2,915.00		14,575.00		0.00		0.00
	8.6% SALES TAX				250.69		1,253.45		0.00		0.00
	SCHEDULE 10C TOTAL				<u>3,165.69</u>		<u>15,828.45</u>		<u>0.00</u>		<u>0.00</u>
	ALT #10 D SOUTH POWER PEDESTAL										
	South Power Pedestal	1	LS	2,500.00	2,500.00	5,000.00	5,000.00		0.00		0.00
	SCHEDULE ALT 13 SUB TOTAL				2,500.00		5,000.00		0.00		0.00
	8.6% SALES TAX				215.00		430.00		0.00		0.00
	SCHEDULE 10D TOTAL				<u>2,715.00</u>		<u>5,430.00</u>		<u>0.00</u>		<u>0.00</u>
	ALT #10E POWER PEDESTALS ALONG TRAIL										
	Power Pedestals Along Trail	1	LS	1,500.00	1,500.00	5,000.00	5,000.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				1,500.00		5,000.00		0.00		0.00
	8.6% SALES TAX				129.00		430.00		0.00		0.00
	SCHEDULE 10E TOTAL				<u>1,629.00</u>		<u>5,430.00</u>		<u>0.00</u>		<u>0.00</u>
	ALT #10 F RELOCATE POWER PEDESTAL TO TRAIL										
	Relocating Existing Power Pedestal to Trail	1	LS	1,500.00	1,500.00	7,500.00	7,500.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				1,500.00		7,500.00		0.00		0.00
	8.6% SALES TAX				129.00		645.00		0.00		0.00
	SCHEDULE 10F TOTAL				<u>1,629.00</u>		<u>8,145.00</u>		<u>0.00</u>		<u>0.00</u>

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

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				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALT #11A CONDUIT TO LED LIGHTS										
	Conduit to LED Lights	580	EA	5.00	2,900.00	20.00	11,600.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				2,900.00		11,600.00		0.00		0.00
	8.6% SALES TAX				249.40		997.60		0.00		0.00
	SCHEDULE 11A TOTAL				<u>3,149.40</u>		<u>12,597.60</u>		<u>0.00</u>		<u>0.00</u>
	ALT #11B LED LIGHTS										
	LED Lights	1	LS	22,000.00	22,000.00	35,000.00	35,000.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				22,000.00		35,000.00		0.00		0.00
	8.6% SALES TAX				1,892.00		3,010.00		0.00		0.00
	SCHEDULE 11B TOTAL				<u>23,892.00</u>		<u>38,010.00</u>		<u>0.00</u>		<u>0.00</u>
	ALT #12A FIBER CABLE										
	Fiber Cable	1	LS	15,000.00	15,000.00	5,000.00	5,000.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				15,000.00		5,000.00		0.00		0.00
	8.6% SALES TAX				1,290.00		430.00		0.00		0.00
	SCHEDULE 12A TOTAL				<u>16,290.00</u>		<u>5,430.00</u>		<u>0.00</u>		<u>0.00</u>
	ALT #12B VIDEO PACKAGE										
	Video Package	1	LS	21,500.00	21,500.00	45,000.00	45,000.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				21,500.00		45,000.00		0.00		0.00
	8.6% SALES TAX				1,849.00		3,870.00		0.00		0.00
	SCHEDULE TOTAL				<u>23,349.00</u>		<u>48,870.00</u>		<u>0.00</u>		<u>0.00</u>
	ALT # 12 #C STAGE LIGHTING										
	Stage Lighting Package	1	LS	11,000.00	11,000.00	140,000.00	140,000.00		0.00		0.00
	SCHEDULE ALT 14 SUB TOTAL				11,000.00		140,000.00		0.00		0.00

City of Richland

RECAP FOR BIDS OPENED:

JUNE 4, 2014

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				ENGINEER'S ESTIMATE							
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8.6% SALES TAX					946.00		12,040.00		0.00		0.00
SCHEDULE TOTAL					<u>11,946.00</u>		<u>152,040.00</u>		<u>0.00</u>		<u>0.00</u>
ALT #13 DECORATIVE TRUSS											
	Decorative Truss	1	LS	15,000.00	15,000.00	12,000.00	12,000.00		0.00		0.00
SCHEDULE ALT 14 SUB TOTAL					15,000.00		12,000.00		0.00		0.00
8.6% SALES TAX					1,290.00		1,032.00		0.00		0.00
SCHEDULE TOTAL					<u>16,290.00</u>		<u>13,032.00</u>		<u>0.00</u>		<u>0.00</u>
ALT #14 TRANSLUCENT ROOF PANEL											
	Translucent Roof Panel	1	LS	15,000.00	15,000.00	15,000.00	15,000.00		0.00		0.00
SCHEDULE ALT 14 SUB TOTAL					15,000.00		15,000.00		0.00		0.00
8.6% SALES TAX					1,290.00		1,290.00		0.00		0.00
SCHEDULE TOTAL					<u>16,290.00</u>		<u>16,290.00</u>		<u>0.00</u>		<u>0.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 121-15, Expressing Appreciation to Qu Yi for Service on the Economic Development Committee

Department:
City Attorney

Ordinance/Resolution Number:
121-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 121-15, expressing appreciation to Qu Yi for his service on the Economic Development Committee.

Summary:

Qu Yi was appointed to the Economic Development Committee November 2013 and served until his resignation in April 2015.

Fiscal Impact:

None.

Attachments:

- I. Proposed Resolution

RESOLUTION NO. 121-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Qu Yi for the service he rendered to the City as a member of the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Qu Yi, their appreciation for the service he rendered to the City during his tenure as a member of the Economic Development Committee.

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 16th day of June 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 122-15, Expressing Appreciation to Charles M. Lowery for Service on the Code Enforcement Board

Department:
City Attorney

Ordinance/Resolution Number:
122-15

Document Type:
Resolution

Recommended Motion:

Summary:

Mr. Lowery was appointed to the Code Enforcement Board May 2014 and served until May 2015.

Fiscal Impact:

None.

Attachments:

- I. Proposed Resolution

RESOLUTION NO. 122-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Charles M. Lowery for the service he rendered to the City as a member of the Code Enforcement Board.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Charles M. Lowery, their appreciation for the service he rendered to the City during his tenure as a member of the Code Enforcement Board.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of June 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Authorize Council Travel for Mayor David Rose and Council Member Bob Thompson

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize Council Travel for Mayor David Rose and Council Member Bob Thompson

Summary:

Mayor David Rose and Council Member Bob Thompson plan to attend the Energy Communities Alliance (ECA) Peer Exchange in Los Alamos, New Mexico from July 16-17, 2015. Communities adjacent to Hanford, Oak Ridge and Los Alamos DOE facilities and other interested ECA communities will meet to discuss implementation of the Manhattan Project National Park.

Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact:

Estimated expenses to attend the Peer Exchange are \$1,523 per person. ECA will reimburse expenses related to hotel, airfare, rental car, mileage to/from airport over 25 miles and one baggage fee. Estimated expenses in the amount of \$280 per person are not reimbursable and will be paid from the Council's Tuition and Travel line items. There are enough funds to cover expenses.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/16/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from May 25, 2015 - June 2, 2015, for \$4,459,453.51 including Check Nos. 223442-223711, and Wire Nos. 5912-5917

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from May 25, 2015, to June 2, 2015 in the amount of \$4,459,453.51.

Summary:

Breakdown of Expenditures:

Check Nos.	223442-223711	1,259,703.60
Wire Nos.	5912-5917	3,199,749.91
TOTAL		\$4,459,453.51

Fiscal Impact:

Yes

Total Disbursements: \$4,459,453.51. Disbursement (wire transfers) includes Purchase Power Bill of \$3,050,754.00.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MAY 25, 2015 - JUNE 2, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5912 to 5917		
Bonneville Power Administration	Purchase Power	3,050,754.00
Conover	Section 125	1,139.50
LEOFF Trust	Fire Health Premiums	66,323.71
Payment Processing, Inc.	Landfill Merchant Service Fees	358.40
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	81,174.30
	Total Claim Wire Transfers	\$ 3,199,749.91
Total Claim & Wires/ACH		\$ 3,199,749.91



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		1ST QTR 2015	223454	HELPING HANDS 1ST QTR 2015	\$2,218.67
LIBRARY REFUND		LIBRARY REFUND	223474	CASEY-RETURNED LOST BOOK	\$20.00
RECWARE REFUND		051315	223575	REFUND DAMAGE DEPOSIT	\$200.00
		051815	223565	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND	\$30.25
			223598	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND	\$30.25
			223616	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND	\$30.25
			223631	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND	\$30.25
		052615	223619	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$150.00
			223644	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$150.00
UNASSIGNED TOTAL ****					\$4,059.67
Division: 001 CITY COUNCIL					
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$16.58
				287243288881 2/27-3/26/15	\$27.84
				287243288881 2/27-3/26/15	\$41.58
		4/15-287243288881		287243288881 3/27-4/26/15	\$28.11
				287243288881 3/27-4/26/15	\$41.85
				287243288881 3/27-4/26/15	\$16.85
CITY COUNCIL TOTAL ****					\$172.81
Division: 100 CITY MANAGER					
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$27.84
		4/15-287243288881		287243288881 3/27-4/26/15	\$28.11
ENTERPRISE RENT A CAR		5/15-45WA423	223571	CTUIR TOUR-VAN RENTAL	\$61.72
				CTUIR TOUR-VAN RENTAL	\$64.04
CITY MANAGER TOTAL ****					\$181.71
Division: 102 CITY ATTORNEY					
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$27.84
		4/15-287243288881		287243288881 3/27-4/26/15	\$28.11
CITY OF RICHLAND		15-138 KINTZLEY	223560	WSAMA CONF/VANCOUVER/KINTZLEY	\$149.00
XEROX CORPORATION		079425782	223530	W7855 BASE CHR/PRINTS-APRIL	\$58.24
CITY ATTORNEY TOTAL ****					\$263.19



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$27.84
		4/15-287243288881		287243288881 3/27-4/26/15	\$28.11
STRATEGIC GOVERNMENT RESOURCES INC	P055052	9426	223518	LEADERSHIP TM TRAINING-SGR_4-2	\$4,000.00
XEROX CORPORATION		079425782	223530	W7855 BASE CHRG/PRINTS-APRIL	\$58.26
				W7855 BASE CHRG/PRINTS-APRIL	\$236.04
ASSISTANT CITY MANAGER TOTAL ****					\$4,350.25
Division:	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$62.06
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
MACHART, KELLY		2015 MILEAGE	223605	MACHART-MILEAGE 3/9-5/3/15	\$18.98
XEROX CORPORATION		079425800	223530	C95 PRINT SHOP COPIER-APRIL	\$384.75
		079425801		C75 PRINT SHOP COPIER-APRIL	\$140.31
		079425802		C75 PRINT SHOP COPIER-MAY	\$425.39
COMMUNICATIONS & MARKETING TOTAL ****					\$1,093.94
Division:	113	HANFORD COMMUNITIES			
LARSEN, PAM BROWN		15-255 LARSEN	223600	ECA MTG/AIKEN/BROWN-LARSEN	\$170.00
RLH RICHLAND LLC DBA		20592	223629	HANFORD COMMUNITIES LUNCHEON	\$108.13
XEROX CORPORATION		079425782	223530	W7855 BASE CHRG/PRINTS-APRIL	\$58.24
HANFORD COMMUNITIES TOTAL ****					\$336.37
Division:	120	FIRE			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$27.84
		4/15-287243288881		287243288881 3/27-4/26/15	\$28.11
BLUMENTHAL UNIFORM CO	P054901	120071-80	223457	S511 SIL-RAY BADGE, PER RICHLA	\$258.03
EAGLE PRINTING & GRAPHIC DESIGN INC	S016343	41192	223470	PC61T TALL 100% COTTON CAPT LO	\$130.32
	S016343			PC61T TALL 100% COTTON CAPT LO	\$76.02
	S016343			PC61T TALL 100% COTTON FF T-SH	\$119.46
	S016343			ST310 KNIT SHORT LOGO LEFT	\$110.23
	S016343			SCREENS 6 EACH	\$65.16
	S016343			PC61T TALL 100% COTTON LT	\$54.30
	S016343			PC61T TALL 100% COTTON 10 EACH	\$54.30
	S016343			PC61T CHIEF LOGO RAND & BACK	\$54.30
	S016343			K321 MOCK LONG SLEEVE LT	\$38.55
	S016343			K321 MOCK LONG SLEEVE BC	\$38.55
	S016343			PC61T ASST FIRE MARSHALL	\$21.72
	S016343			K320 MOCK LONG SLEEVE T-SHIRT	\$20.63
	S016343			PC61T TALL 100% COTTON T'S BLA	\$68.42
	S016343			K321 MOCK LONG SLEEVE CAPT	\$77.11
	S016343			72321 5.11 TACTICAL SWEATSHIRT	\$257.34
	S016343			72321 5.11 TACTICAL SWEATSHIRT	\$1,865.70



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EAGLE PRINTING & GRAPHIC DESIGN INC	S016343	41192	223470	ST310 KNIT SWEATPANT LOGO LEFT	\$496.85
	S016343			72321T 5.11 TALL TACTICAL	\$425.10
	S016343			PC61T TALL 100% COTTON BC LOGO	\$152.04
	S016343			PC61T TALL 100% COTTON FF T-SH	\$390.96
	S016343			K320 MOCK LONG SLEEVE T-SHIRT	\$231.32
	S016343			ST310 KNIT SHORT LOGO LEFT	\$615.76
	S016343			ST310 KNIT SWEATPANT LOGO LEFT	\$178.38
HARRINGTON'S TROPHIES		74029	223576	NAME TAGS/NAME PLATES	\$69.29
JORDON, JAMES		15-242 JORDON	223587	IMT TRNG/SPOKANE/JORDON	\$195.93
JT AUTOMOTIVE PARTS INC DBA		333963	223589	BEDLINER COATING SPRAY	\$19.92
PARADISE BOTTLED WATER CO		4/15 FIRE ST 73	223620	BOTTLED WATER	\$56.42
		4/15-FIRE ST 71		BOTTLED WATER	\$111.32
		4/15-FIRE ST 72		BOTTLED WATER	\$65.57
SEA WESTERN INC	P055263	184156	223511	MSA 495189 NOSECUP FOR ULTRAEL	\$157.93
	P055263			HAIX AIRPOWER XR-1 BOOTS	\$260.64
	P055263			ADJUST SALES TAX	(\$0.01)
	P055263			SHIPPING	\$12.22
STEEBER'S LOCK SERVICE		3016	223636	DUPLICATE KEYS	\$23.13
XEROX CORPORATION	P055269	078977029	223530	OFFICE COPIER LEASE/USAGE (MAR	\$378.38
FIRE TOTAL ****					\$7,207.24
Division:	130	POLICE			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$50.12
				287243288881 2/27-3/26/15	\$12.26
				287243288881 2/27-3/26/15	\$44.32
				287243288881 2/27-3/26/15	\$272.81
				287243288881 2/27-3/26/15	\$126.09
				287243288881 2/27-3/26/15	\$106.53
				287243288881 2/27-3/26/15	\$96.83
				287243288881 2/27-3/26/15	\$88.66
				287243288881 2/27-3/26/15	\$69.71
				287243288881 2/27-3/26/15	\$63.09
				287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$41.91
				287243288881 2/27-3/26/15	\$54.53
				287243288881 2/27-3/26/15	\$18.16
				287243288881 2/27-3/26/15	\$35.93
				287243288881 2/27-3/26/15	\$32.97
				287243288881 2/27-3/26/15	\$31.47
				287243288881 2/27-3/26/15	\$30.97
				287243288881 2/27-3/26/15	\$27.84
				287243288881 2/27-3/26/15	\$25.87



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS	3/15-287243288881		223543	287243288881 2/27-3/26/15	\$24.41
				287243288881 2/27-3/26/15	\$23.68
				287243288881 2/27-3/26/15	\$18.86
				287243288881 2/27-3/26/15	\$60.55
				287243288881 2/27-3/26/15	\$61.46
				287243288881 2/27-3/26/15	\$18.95
	4/15-287243288881			287243288881 3/27-4/26/15	\$18.95
				287243288881 3/27-4/26/15	\$18.54
				287243288881 3/27-4/26/15	\$12.62
				287243288881 3/27-4/26/15	\$36.29
				287243288881 3/27-4/26/15	\$97.23
				287243288881 3/27-4/26/15	\$25.19
				287243288881 3/27-4/26/15	\$89.06
				287243288881 3/27-4/26/15	\$18.81
				287243288881 3/27-4/26/15	\$31.37
				287243288881 3/27-4/26/15	\$216.51
				287243288881 3/27-4/26/15	\$33.92
				287243288881 3/27-4/26/15	\$32.29
				287243288881 3/27-4/26/15	\$62.45
				287243288881 3/27-4/26/15	\$5.61
				287243288881 3/27-4/26/15	\$60.93
				287243288881 3/27-4/26/15	\$28.11
				287243288881 3/27-4/26/15	\$56.61
				287243288881 3/27-4/26/15	\$46.19
				287243288881 3/27-4/26/15	\$27.74
BLUMENTHAL UNIFORM CO	P054860	117650-01	223457	LAPD/FWPD HAT 2 EYELET 1.25"	\$54.25
	P054860			SHIPPING	\$13.03
CITY OF RICHLAND		15-145 JANSEN	223560	CONF PRESENTER/SEATTLE/JANSEN	\$211.00
		15-156 PARISH		COMM TRNG/SPOKANE/PARISH	\$331.84
		15-209 LEE		PORT LUCIE PD/ORLANDO/LEE	\$640.20
FOSTER & FREEMAN USA INC	P055273	IN003602	223475	CARRIAGE EXPORT PACKING/CARRIA	\$100.00
	P055273			QCL/82SL/FRSKIT CRIME-LITE 82L	\$6,188.78
JANSEN, DAMON		15-145	223582	CONF PRESENTER/PARKING/JANSEN	\$35.38
KADLEC REGIONAL MEDICAL CENTER		001238641	223484	KEFFELER-MEDICAL CLEARANCE	\$327.00
		001552068		THOMPSON-MEDICAL CLEARANCE	\$347.00
		001722653		TALMAGE-MEDICAL CLEARANCE	\$350.00
		100120986		GREENWALT-MEDICAL CLEARANCE	\$327.00
		15-248 LEE	223602	BLEA GRADUATION/SPOKANE/LEE	\$17.00
RAYMOND, JACOB		15-075 RAYMOND	223622	BLEA/SPOKANE/RAYMOND	\$154.10
SMITH, CURTIS		15-249 SMITH	223635	BLEA GRADUATION/SPOKANE/SMITH	\$17.00
SOUND UNIFORM GROUP LLC	P054902	15004	223513	JMP93DN JUMPSUIT WINTER -LAWRE	\$445.26
	P054902			SHIPPING	\$16.83



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		079425790	223530	W7225 BASE CHRG/PRINTS-APRIL	\$185.08
		079425791		W7225 BASE CHRG/PRINTS-APRIL	\$242.76
		079425792		W7225 BASE CHRG/PRINTS-APRIL	\$175.55
		079425793		W7855 BASE CHRG/PRINTS-APRIL	\$525.62
		079425794		W7845 BASE CHRG/PRINTS-APRIL	\$234.51
POLICE TOTAL ****					\$13,338.70
Division:	210	ADMINISTRATIVE SERVICES			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$31.59
		4/15-287243288881		287243288881 3/27-4/26/15	\$31.86
ADMINISTRATIVE SERVICES TOTAL ****					\$63.45
Division:	211	FINANCE			
CITY OF RICHLAND		051315	223463	SHORTAGE-BANK BUNDLE SHORT	\$2.00
POSTMASTER		PERMIT 153-5/22	223500	POSTAGE 5/4-5/22/15	\$8,532.09
XEROX CORPORATION		079425795	223530	W7855 BASE CHRG/PRINTS-APRIL	\$392.54
		079425796		W7225 BASE CHRG/PRINTS-APRIL	\$167.28
FINANCE TOTAL ****					\$9,093.91
Division:	212	PURCHASING			
XEROX CORPORATION	S016120	079425797	223530	XEROX 7845 LEASE AND COPY CHAR	\$238.77
PURCHASING TOTAL ****					\$238.77
Division:	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$100.16
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
MICROSOFT CORPORATION	P055228	PRO0032104	223490	SURFACE PRO 3 DOCKING STATION,	\$175.03
MID COLUMBIA ENGINEERING INC	P054872	ST007460	223492	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
XEROX CORPORATION		079425787	223530	W7855 BASE CHRG/PRINTS-APRIL	\$86.91
INFORMATION TECHNOLOGY TOTAL ****					\$629.61
Division:	220	HUMAN RESOURCES			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$41.58
		4/15-287243288881		287243288881 3/27-4/26/15	\$41.85
HUMAN RESOURCES TOTAL ****					\$83.43
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$27.84
				287243288881 2/27-3/26/15	\$69.52
		4/15-287243288881		287243288881 3/27-4/26/15	\$28.11
				287243288881 3/27-4/26/15	\$69.93
XEROX CORPORATION		079425782	223530	W7855 BASE CHRG/PRINTS-APRIL	\$58.24
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$253.64
Division:	301	DEVELOPMENT SERVICES			



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$33.20
				287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$30.97
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
				287243288881 3/27-4/26/15	\$33.37
ENTERPRISE RENT A CAR		5/15-45WA423	223571	15-170 SOMERS-RENTAL CAR	\$153.34
XEROX CORPORATION		079425783	223530	W7855 BASE CHRG/PRINTS-APRIL	\$72.21
				W7855 BASE CHRG/PRINTS-APRIL	\$72.21
	P054899	079425785		BASEMENT XEROX #LX5-692207 (ta	\$67.96
DEVELOPMENT SERVICES TOTAL ****					\$587.77
Division:	302	REDEVELOPMENT			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$62.06
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
ENTERPRISE RENT A CAR		5/15-45WA423	223571	15-123 MOORE-RENTAL CAR	\$165.15
XEROX CORPORATION		079425783	223530	W7855 BASE CHRG/PRINTS-APRIL	\$209.98
REDEVELOPMENT TOTAL ****					\$499.64
Division:	303	LIBRARY			
WASHINGTON STATE PATROL		I15007853	223524	VOLUNTEER BACKGROUND CHECKS	\$30.00
XEROX CORPORATION		079425804	223530	W7225 BASE CHRG/PRINTS-APRIL	\$276.14
		079425805		W7225 BASE CHRG/PRINTS-APRIL	\$137.25
		079486940		W7225 BASE CHRG/PRINTS-APRIL	\$164.66
		079486941		W7225 BASE CHRG/PRINTS-APRIL	\$212.90
LIBRARY TOTAL ****					\$820.95
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$34.73
				287243288881 2/27-3/26/15	\$41.72
				287243288881 2/27-3/26/15	\$29.34
				287243288881 2/27-3/26/15	\$43.62
				287243288881 2/27-3/26/15	\$27.84
				287243288881 2/27-3/26/15	\$42.64
				287243288881 2/27-3/26/15	\$24.32
				287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$47.01
				287243288881 2/27-3/26/15	\$41.95
				287243288881 2/27-3/26/15	\$41.99
				287243288881 2/27-3/26/15	\$42.20
				287243288881 2/27-3/26/15	\$42.43
				287243288881 2/27-3/26/15	\$42.45
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
				287243288881 3/27-4/26/15	\$25.09



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		4/15-287243288881	223543	287243288881 3/27-4/26/15	\$42.82
				287243288881 3/27-4/26/15	\$27.79
				287243288881 3/27-4/26/15	\$45.41
				287243288881 3/27-4/26/15	\$42.69
				287243288881 3/27-4/26/15	\$42.59
				287243288881 3/27-4/26/15	\$42.34
				287243288881 3/27-4/26/15	\$36.06
				287243288881 3/27-4/26/15	\$42.11
				287243288881 3/27-4/26/15	\$28.11
PARKS & RECREATION ADMIN TOTAL ****					\$1,001.76
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$12.26
		4/15-287243288881		287243288881 3/27-4/26/15	\$12.62
BROWN, JUSTIN		032715	223555	BROWN-MR BUNNY SUPPLIES	\$18.13
CITY OF RICHLAND		131168	223561	HENDERSON-FLAG FB SCHOLARSHIP	\$52.25
		132584		VALENZUELA-FLAG FB SCHOLARSHIP	\$52.25
		132967		KNISLEY-COACH PITCH SCHOLARSHI	\$88.00
SZENDRE, JOLENE		APRIL 2015	223519	YOGA CLASS #9403-APRIL	\$215.30
		MARCH 2015		YOGA CLASS #9402	\$215.30
WHITE LOTUS ENTERPRISES		APRIL 2015	223528	KARATE INSTRUCTOR-APR 2015	\$95.31
		MARCH 2015		KARATE INSTRUCTOR-MAR 2015	\$65.62
PARKS & REC - RECREATION TOTAL ****					\$827.04
Division:	335	PARKS & REC - PARKS&FACILITIES			
AIREFCO INC		3410864	223443	V-BELTS	\$614.63
AMERICAN ROCK PRODUCTS INC		22957	223538	TOP COURSE	\$140.66
		231006	223444	TOP COURSE	\$977.57
AQUATIC SPECIALTY SERVICES INC		8573	223447	PULSAR PARTS	\$314.67
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$18.18
				287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$30.97
				287243288881 2/27-3/26/15	\$62.06
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
				287243288881 3/27-4/26/15	\$22.39
				287243288881 3/27-4/26/15	\$31.37
				287243288881 3/27-4/26/15	\$18.54
				287243288881 3/27-4/26/15	\$62.45
BEAVER BARK & ROCK		682672	223450	SOIL	\$21.70
BEDROCK SPECIALTY STONE PRODUCTS		46951	223451	QUARRY SPALLS	\$27.15
BENTON COUNTY SHERIFF'S OFFICE		1/15-WORK CREW II	223452	WORK CREW 2-JAN 2015	\$4,989.34
COLUMBIA BASIN HOTSY LLC		14032	223465	PRESSURE WASHER PUMP REPAIR	\$239.21



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EFC EQUIPMENT LLC		37720	223471	TRIMMER LINE	\$21.48
		38832		GUARD ASSEMBLY	\$40.17
EWING IRRIGATION PRODUCTS INC		9532207	223472	SPRINKLER HEAD	\$41.78
		9640470		RAINBIRD/HUNTER SPRINKLERS	\$1,780.67
		9640471		GRASS SEED	\$149.43
		9640472		RAINBIRD SPRINKLERS	\$1,049.88
		9648448		SCRUBBER VALVES	\$570.05
JT AUTOMOTIVE PARTS INC DBA		332544	223589	V-BELTS	\$18.46
		333097		V-BELTS	\$17.72
		333622		HARNESS ADAPTER	\$18.43
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		947530	223486	SOLENOID VALVES	\$129.30
MOON SECURITY SERVICES INC		761278	223493	LIBRARY FIRE MONITORING-MAY	\$33.00
		763703		FIRE MONITORING SRVCS-MAY	\$330.00
POOL CARE PRODUCTS INC		117286	223499	ACID	\$38.01
		117324		100# CAL HYPO	\$342.09
RDO EQUIPMENT CO		P49375	223505	V-BELT	\$46.89
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$12,322.76
Division:	338	PARKS & REC - PROJECT ADMIN			
XEROX CORPORATION		079425787	223530	W7855 BASE CHRG/PRINTS-APRIL	\$54.68
PARKS & REC - PROJECT ADMIN TOTAL ****					\$54.68
Division:	900	NON-DEPARTMENTAL			
AT&T MOBILITY SETTLEMENT FUND		COR RES 102-15	223544	SETTLEMENT-NEW CINGULAR	\$53,670.71
BARHAM, DEBBY		052615	223548	BARHAM-OFFICE CHAIR	\$282.36
STATE AUDITOR'S OFFICE		L108361	223515	ACCOUNTABILITY AUDIT-APR 2015	\$1,548.97
NON-DEPARTMENTAL TOTAL ****					\$55,502.04
GENERAL FUND Total ***					\$112,983.33
FUND	101	CITY STREETS			
Division:	000				
TRAFFIC SAFETY SUPPLY CO INC	P055213	997189	223521	BARRICADE, FOLD TYPE 2, 45X24"	\$3,365.51
UNASSIGNED TOTAL ****					\$3,365.51
Division:	401	STREETS MAINTENANCE			
AMERICAN ROCK PRODUCTS INC		232845	223444	TOP COURSE	\$88.61
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$12.26
				287243288881 2/27-3/26/15	\$116.40
		4/15-287243288881		287243288881 3/27-4/26/15	\$12.62
				287243288881 3/27-4/26/15	\$97.50
BENTON COUNTY SHERIFF'S OFFICE		1/15-WORK CREW II	223452	WORK CREW 2-JAN 2015	\$232.08
PRO BUILD COMPANY LLC		71457916	223504	LUMBER 2X10/2X6	\$51.87
TRAFFIC SAFETY SUPPLY CO INC	S016308	997107	223521	PEDESTRIAN WALK FLAG, 18" X 18	\$127.71



City Of Richland

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From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRAFFIC SAFETY SUPPLY CO INC	S016308	997107	223521	FREIGHT	\$11.72
XEROX CORPORATION		079425787	223530	W7855 BASE CHR/PRINTS-APRIL	\$53.54
STREETS MAINTENANCE TOTAL ****					\$804.31
CITY STREETS Total ***					\$4,169.82
FUND 110	LIBRARY				
Division:	000				
LIBRARY REFUND		LIBRARY REFUND	223474	AMADOR-RETURNED BOOK	\$11.00
				PEREZ-MATERIALS RETURNED	\$29.99
				REFUND BOOK FEES/LABRECQUE	\$15.95
				REFUND LIBRARY FEES/CHAPMAN	\$16.00
				LINDERMAN-RETURNED BOOKS	\$16.94
				MINISTER'S DAUGHTER/RETURN	\$16.95
				JOHNSON-BOOK RETURNED	\$18.99
				MACKEBON-REFUND LOST BOOK FEES	\$18.99
				PARAZIN-REFUND LOST BOOK FEES	\$19.95
				HOLIMAN-RETURNED LOST BOOK	\$15.00
				ALIK-RETURNED DVD	\$29.98
				TURNER-REFUND LOST BOOK FEES	\$31.32
				HAMMOND/RETURNED LOST MAGAZINE	\$3.95
				WALKER-RETURNED BOOKS REFUND	\$33.90
				FELTS-RETURNED LOST BOOK	\$10.95
				EVERETT LIB-MATERIALS RETURNED	\$39.95
				MCDUFFIE REFUND RETURNED BOOK	\$46.35
				BERTSCH-REFUND LOST BOOK FEES	\$49.25
				CELEBRATE WORLD/RETURN	\$60.00
				DOTSON/RETURNED LOST BOOK	\$25.95
				CARTERBY-RETURNED BOOK	\$6.99
				LANDSMAN-RETURNED LOST BOOK	\$13.95
				VAN DYKEN/REFUND LIBRARY FEE	\$36.95
				RISTE/RETURNED LIBRARY BOOK	\$3.99
				DONOFRIO-RETURNED LOST BOOK	\$12.99
				PERLOT-RETURNED BOOK	\$11.86
				JOHANSEN/RETURNED LIBRARY BOOK	\$4.99
				CARLSON-RETURNED LIBRARY BOOK	\$10.99
				RAINES-RETURNED BOOK-REFUND	\$9.00
				CURRAN/RETURNED LOST BOOK	\$5.00
				JONES/RETURNED LOST BOOK	\$5.50
				FLUHARTY-RETURNED LOST BOOK	\$7.99
				BROWN/RETURNED LIBRARY BOOK	\$7.99
UNASSIGNED TOTAL ****					\$649.55



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIBRARY Total ***					\$649.55
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$62.06
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
XEROX CORPORATION		079425782	223530	W7855 BASE CHRG/PRINTS-APRIL	\$58.24
ECONOMIC DEVELOPMENT TOTAL ****					\$182.75
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CASCADE TITLE COMPANY OF BENTON		PSA 50-93	223558	PSA#50-93 RTLP	\$57,750.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$57,750.00
INDUSTRIAL DEVELOPMENT FUND Total ***					\$57,932.75
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
STEWART TITLE OF THE TRI-CITIES		DPA15-09	223516	HOME DPA-KIRK-1928 HOXIE AVE	\$10,000.00
HOME PROGRAM TOTAL ****					\$10,000.00
HOME FUND Total ***					\$10,000.00
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC		232847	223444	CONCRETE	\$991.63
FOSTER PEPPER PLLC	P055288	1102252	223476	CENTER PARKWAY-Legal services	\$1,045.00
	P055295	1102262		CENTER PARKWAY-Legal services	\$1,644.40
	P055294	1102266		CENTER PARKWAY-Legal service f	\$3,490.00
NORTHWEST INSPECTION INC	P055212	10079	223495	AUXILIARY TRACK ADDITION - RAI	\$336.00
ARTERIAL STREETS TOTAL ****					\$7,507.03
STREETS CAPITAL CONSTRUCTION Total ***					\$7,507.03
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
POW CONTRACTING	P054712	C176-14/PYMT 5	223501	CONTRACT 176-14 FOR COLUMBIA	\$23,706.37
PARKS & REC PROJECTS TOTAL ****					\$23,706.37
PARK PROJECT CONSTRUCTION Total ***					\$23,706.37
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
HD SUPPLY POWER SOLUTIONS LTD	P055223	2862685-00	223482	CLAMP WEDGE 1/0-4 ACSR SERVICE	\$102.08
	P055223			INSULATOR DEADEND, POLY STD	\$398.00



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD SUPPLY POWER SOLUTIONS LTD	P055223	2862685-00	223482	ANCHOR CROSSPLATE, X-24-3/4,	\$466.55
	P055223			ANCHOR CROSSPLATE, X-20, J3520	\$573.41
	P055223			INSULATOR PIN, CLASS 55-3, SKY	\$64.12
TOTAL ****					\$1,604.16
Division:	501	BUSINESS SERVICES			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$32.97
				287243288881 2/27-3/26/15	\$76.41
				287243288881 2/27-3/26/15	\$74.41
				287243288881 2/27-3/26/15	\$64.64
				287243288881 2/27-3/26/15	\$41.72
				287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$64.54
				287243288881 2/27-3/26/15	\$14.05
				287243288881 2/27-3/26/15	\$19.53
				287243288881 2/27-3/26/15	\$15.97
				287243288881 2/27-3/26/15	\$20.49
				287243288881 2/27-3/26/15	\$15.69
				287243288881 2/27-3/26/15	\$15.14
				287243288881 2/27-3/26/15	\$14.73
				287243288881 2/27-3/26/15	\$12.97
				287243288881 2/27-3/26/15	\$25.84
				287243288881 2/27-3/26/15	\$30.97
				287243288881 2/27-3/26/15	\$13.91
				287243288881 2/27-3/26/15	\$13.08
				287243288881 2/27-3/26/15	\$27.84
				287243288881 2/27-3/26/15	\$12.53
				287243288881 2/27-3/26/15	\$12.26
				287243288881 2/27-3/26/15	\$28.86
				287243288881 2/27-3/26/15	\$24.36
		4/15-287243288881		287243288881 3/27-4/26/15	\$12.76
				287243288881 3/27-4/26/15	\$28.11
				287243288881 3/27-4/26/15	\$16.47
				287243288881 3/27-4/26/15	\$17.74
				287243288881 3/27-4/26/15	\$31.37
				287243288881 3/27-4/26/15	\$12.62
				287243288881 3/27-4/26/15	\$12.77
				287243288881 3/27-4/26/15	\$13.25
				287243288881 3/27-4/26/15	\$13.30
				287243288881 3/27-4/26/15	\$13.73
				287243288881 3/27-4/26/15	\$12.91
				287243288881 3/27-4/26/15	\$15.62



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		4/15-287243288881	223543	287243288881 3/27-4/26/15	\$25.95
				287243288881 3/27-4/26/15	\$16.87
				287243288881 3/27-4/26/15	\$16.88
				287243288881 3/27-4/26/15	\$18.39
				287243288881 3/27-4/26/15	\$20.43
				287243288881 3/27-4/26/15	\$21.97
				287243288881 3/27-4/26/15	\$22.33
				287243288881 3/27-4/26/15	\$24.18
				287243288881 3/27-4/26/15	\$14.23
				287243288881 3/27-4/26/15	\$42.11
				287243288881 3/27-4/26/15	\$64.93
				287243288881 3/27-4/26/15	\$62.45
				287243288881 3/27-4/26/15	\$33.37
				287243288881 3/27-4/26/15	\$59.23
				287243288881 3/27-4/26/15	\$209.52
XEROX CORPORATION		079425787	223530	W7855 BASE CHRGR/PRINTS-APRIL	\$64.78
	P054714	079425788		XEROX LEASES FOR 2015:	\$279.99
	P054714	079425789		XEROX LEASES FOR 2015:	\$289.32
BUSINESS SERVICES TOTAL ****					\$2,222.55
Division:	502	ELECTRICAL ENGINEERING			
PRIMESTONE TECHNOLOGIES INC	P055280	IS15-1012	223502	PRIMEREAD ES MAINTENANCE & SUP	\$4,170.00
ELECTRICAL ENGINEERING TOTAL ****					\$4,170.00
Division:	503	POWER OPERATIONS			
FARWEST LINE SPECIALTIES LLC	S016318	189979	223473	SHIPPING	\$15.12
	S016318			KLEIN KNIFE AND SCISSOR SHARPE	\$77.40
GENERAL PACIFIC INC	S016315	1236058	223478	DISTRIBUTION INSULATOR VICTOR	\$733.05
PRINTER TECH SERVICE & SUPPLIES		17493	223503	TONER CARTRIDGES	\$682.01
PRO BUILD COMPANY LLC		71457973	223504	CONCRETE MIX	\$7.49
ROWAND MACHINERY CO		177301	223509	BACKHOE RENTAL 5/6-6/2/15	\$2,443.50
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T015-M5-013	223510	HAND SAWED VAULT LID	\$190.05
STORAGE BATTERY SYSTEMS INC	S016319	552426	223517	FREIGHT	\$590.00
	S016319			TUBULAR PLATE 2 VOLT 22AH CELL	\$3,840.00
POWER OPERATIONS TOTAL ****					\$8,578.62
Division:	504	SYSTEMS DIVISION			
PRO BUILD COMPANY LLC		71457974	223504	2X6 TREATED LUMBER	\$18.09
SYSTEMS DIVISION TOTAL ****					\$18.09
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		170-128	223442	2102-2104 LEE-REBATE-WINDOWS	\$2,220.00
		170-129		1020 CEDAR-REBATE-WINDOWS	\$172.14
APOLLO SHEET METAL INC		145571	223446	241 SKYLINE-REBATE-HEATPUMP	\$1,000.00



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOB RHODES HEATING & A/C INC		082208	223458	525 BLUE-REBATE-HEAT PUMP	\$1,000.00
		082266		113 RACHEL RD-REBATE-HEATPUMP	\$1,000.00
CITY OF RICHLAND		213020	223464	1630 BIRCH-REBATE-WIN	\$1,212.00
		33460		90 CASEY-REBATE-HP	\$1,000.00
		393700		1902 EVEREST-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		11519678	223489	2306 FRANZ CT-REBATE-HPUMP	\$1,000.00
		11580318		1407 DESERT SPRG-REBATE-HPUMP	\$1,000.00
PERFECTION GLASS		99364117969	223497	700 ABBOT-REBATE-WINDOWS	\$288.00
		9936417732		303 GAGE #214-REBATE-WINDOWS	\$422.70
ROBERTS CONSTRUCTION INC		3514	223508	715 COTTONWOOD-REBATE-WINDOWS	\$1,476.00
SPINOS, CHARLES		11128-FY2015-0026	223514	292 TORBETT-LIGHTING REBATE	\$1,500.00
ENERGY POLICY MGMT TOTAL ****					\$14,290.84
ELECTRIC UTILITY FUND Total ***					\$30,884.26

FUND 402 WATER UTILITY FUND

Division: 000

ACCELERATED CONSTRUCTION & EXCAVATING LLC		15-00339	223533	REFUND HYDRANT METER #318	\$750.00
BADGER MOUNTAIN IRRIGATION DISTRICT		2015-1ST QTR	223449	BADGER SOUTH WTR CONNECT FEES	\$600.00
BATTELLE PNNL		15-00230	223549	REFUND HYDRANT METER #349	(\$33.25)
				REFUND HYDRANT METER #349	(\$30.00)
				REFUND HYDRANT METER #349	\$750.00
CIRCLE H CONSTRUCTION INC		15-00568	223559	REFUND HYDRANT METER #333	\$750.00
CULBERT CONSTRUCTION INC		15-00280	223564	REFUND HYDRANT METER #327	\$750.00
DEPARTMENT OF COMMERCE	P055293	PWTF-254330	223469	PWTF LOAN #PW-00-691-047 - PMT	\$339,397.42
	P055293			PWTF LOAN #PW-00-691-047 - PMT	\$18,666.86
	P055286	PWTF-259231		PWTF LOAN #PW-03-691-020 - PMT	\$20,899.78
	P055286			PWTF LOAN #PW-03-691-020 - PMT	\$506,661.37
FEDERAL ENGINEERS & CONSTRUCTORS		14-01566	223573	REFUND HYDRANT METER #331	(\$30.00)
				REFUND HYDRANT METER #331	\$750.00
STONECREST BUILDERS INC		15-00099	223639	REFUND HYDRANT METER #333	\$750.00
				REFUND HYDRANT METER #333	(\$30.00)
WATTS CONSTRUCTION INC		14-01308	223648	REFUND HYDRANT METER #307	\$750.00
UNASSIGNED TOTAL ****					\$891,352.18

Division: 410 WATER CAPITAL PROJECTS

BUILDERS HARDWARE & SUPPLY CO INC		S3400180.001	223459	SPARE KEYPAD READER-WTP	\$349.32
WATER CAPITAL PROJECTS TOTAL ****					\$349.32

Division: 412 WATER OPERATIONS

AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$88.66
				287243288881 2/27-3/26/15	\$18.86



City Of Richland

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From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$14.07
				287243288881 2/27-3/26/15	\$13.78
				287243288881 2/27-3/26/15	\$12.26
		4/15-287243288881		287243288881 3/27-4/26/15	\$89.06
				287243288881 3/27-4/26/15	\$22.39
				287243288881 3/27-4/26/15	\$12.62
				287243288881 3/27-4/26/15	\$16.61
				287243288881 3/27-4/26/15	\$21.47
BENTON FRANKLIN HEALTH DISTRICT	7204		223455	WATER SAMPLES	\$2,122.00
REXEL INC DBA	G764408		223507	THREADED BUSHINGS	\$9.35
XEROX CORPORATION	079425806		223530	W7225 BASE CHR/PRINTS-APRIL	\$127.90
WATER OPERATIONS TOTAL ****					\$2,569.03
Division:	413	WATER MAINTENANCE			
ACCELERATED CONSTRUCTION & EXCAVATING LLC		15-00339	223533	REFUND HYDRANT METER #318	(\$100.00)
AMERICAN ROCK PRODUCTS INC		232846	223444	TOP COURSE	\$165.25
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$18.98
				287243288881 2/27-3/26/15	\$13.64
				287243288881 2/27-3/26/15	\$30.97
				287243288881 2/27-3/26/15	\$22.00
				287243288881 2/27-3/26/15	\$14.14
				287243288881 2/27-3/26/15	\$12.67
				287243288881 2/27-3/26/15	\$14.17
				287243288881 2/27-3/26/15	\$35.72
				287243288881 2/27-3/26/15	\$62.06
				287243288881 2/27-3/26/15	\$12.26
		4/15-287243288881		287243288881 3/27-4/26/15	\$22.38
				287243288881 3/27-4/26/15	\$12.89
				287243288881 3/27-4/26/15	\$62.45
				287243288881 3/27-4/26/15	\$19.21
				287243288881 3/27-4/26/15	\$12.76
				287243288881 3/27-4/26/15	\$13.16
				287243288881 3/27-4/26/15	\$15.35
				287243288881 3/27-4/26/15	\$13.57
				287243288881 3/27-4/26/15	\$31.37
				287243288881 3/27-4/26/15	\$15.50
HD FOWLER COMPANY INC	I3898004		223481	8" MJ KITS	\$153.53
PRO BUILD COMPANY LLC	71458261		223504	WEDGE/WOOD LATH BUNDLE	\$30.93
XEROX CORPORATION	079425787		223530	W7855 BASE CHR/PRINTS-APRIL	\$51.05
WATER MAINTENANCE TOTAL ****					\$756.01



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER UTILITY FUND Total ***					\$895,026.54
FUND 403	WASTEWATER UTILITY FUND				
Division:	422	SEWER OPERATIONS			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$56.64
				287243288881 2/27-3/26/15	\$19.83
				287243288881 2/27-3/26/15	\$30.97
		4/15-287243288881		287243288881 3/27-4/26/15	\$33.37
				287243288881 3/27-4/26/15	\$20.60
				287243288881 3/27-4/26/15	\$57.04
CENTRAL HOSE & FITTINGS INC		410920	223460	CAM/GASKET	\$7.36
COLUMBIA ELECTRIC SUPPLY	P055197	5858-739380	223466	CABLE ASSEMBLY, AB	\$227.58
KAMAN INDUSTRIAL TECHNOLOGIES		J401752	223485	BALL BEARINGS	\$206.75
POLYDYNE INC	P055231	965608	223498	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
WASTE MANAGEMENT		0092276-1819-7	223525	POL SRVCS-COMPOST PAD	\$102.24
SEWER OPERATIONS TOTAL ****					\$6,190.38
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$18.18
				287243288881 2/27-3/26/15	\$34.27
				287243288881 2/27-3/26/15	\$16.04
				287243288881 2/27-3/26/15	\$42.53
				287243288881 2/27-3/26/15	\$14.59
				287243288881 2/27-3/26/15	\$12.26
				287243288881 2/27-3/26/15	\$15.85
				287243288881 2/27-3/26/15	\$44.23
		4/15-287243288881		287243288881 3/27-4/26/15	\$17.43
				287243288881 3/27-4/26/15	\$39.19
				287243288881 3/27-4/26/15	\$18.54
				287243288881 3/27-4/26/15	\$30.18
				287243288881 3/27-4/26/15	\$12.62
				287243288881 3/27-4/26/15	\$18.53
				287243288881 3/27-4/26/15	\$42.80
				287243288881 3/27-4/26/15	\$13.12
JT AUTOMOTIVE PARTS INC DBA		332234	223589	DIELECTRIC GREASE	\$8.60
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		949891	223486	RUBBER & SPRING REPAIR KIT	\$43.96
PRO BUILD COMPANY LLC		71458043	223504	CONCRETE MIX	\$14.99
SEWER MAINTENANCE TOTAL ****					\$457.91
WASTEWATER UTILITY FUND Total ***					\$6,648.29

FUND 404**SOLID WASTE UTILITY FUND**



City Of Richland

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From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	432	SOLID WASTE COLLECTION			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$62.06
		4/15-287243288881		287243288881 3/27-4/26/15	\$62.45
POSTMASTER		PERMIT 153-5/22	223500	POSTAGE 5/4-5/22/15	\$874.92
TOTER INC	S016289	65369518	223520	TOTER 96 GALLON EVE II	\$28,309.41
	S016289			FREIGHT	\$2,497.80
SOLID WASTE COLLECTION TOTAL ****					\$31,806.64
Division:	433	SOLID WASTE DISPOSAL			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$32.97
		4/15-287243288881		287243288881 3/27-4/26/15	\$31.37
BENTON COUNTY SHERIFF'S OFFICE		1/15-WORK CREW II	223452	WORK CREW 2-JAN 2015	\$2,088.72
XEROX CORPORATION		079425756	223530	W7225 BASE CHR/PRINTS-APRIL	\$193.01
SOLID WASTE DISPOSAL TOTAL ****					\$2,346.07
SOLID WASTE UTILITY FUND Total ***					\$34,152.71
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
AMERICAN ROCK PRODUCTS INC		231411	223444	TOP COURSE	\$717.61
STORMWATER CAPITAL PROJECTS TOTAL ****					\$717.61
Division:	441	STORMWATER			
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$26.89
		4/15-287243288881		287243288881 3/27-4/26/15	\$31.21
CENTRAL HOSE & FITTINGS INC		410864	223460	FOG NOZZLES/200 PSI HOSE	\$2,392.31
STORMWATER TOTAL ****					\$2,450.41
STORMWATER UTILITY FUND Total ***					\$3,168.02
FUND 407	MEDICAL SERVICES FUND				
Division:	000				
AMBULANCE REFUND		2014-02452	223604	REFUND DULPICATE PAYMENT	\$781.00
		2015-00446	223638	REFUND OVERPAYMENT	\$103.82
UNASSIGNED TOTAL ****					\$884.82
Division:	121	AMBULANCE			
PARADISE BOTTLED WATER CO		4/15 FIRE ST 73	223620	BOTTLED WATER	\$18.80
		4/15-FIRE ST 71		BOTTLED WATER	\$37.10
		4/15-FIRE ST 72		BOTTLED WATER	\$21.85
STERICYCLE INC		3003000471	223637	BIO WASTE DISPOSAL FEE	\$47.03
UPTOWN CLEANERS		0012	223646	LINEN/UNIFORM LAUNDRY SRVCS	\$313.15
		0149		LINEN/UNIFORM LAUNDRY SRVCS	\$336.34
		1366		LINEN/UNIFORM LAUNDRY SRVCS	\$299.63



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN CLEANERS		1406	223646	LINEN/UNIFORM LAUNDRY SRVCS	\$255.57
XEROX CORPORATION	P055269	078976917	223530	ST 73 MFD - 1ST QTR MAINT	\$32.58
	P055269	078976983		AMB BILLING MFD - 1ST QTR MAIN	\$32.58
AMBULANCE TOTAL ****					\$1,394.63
MEDICAL SERVICES FUND Total ***					\$2,279.45
FUND 501	CENTRAL STORES FUND				
Division:	000				
GRAINGER	P054959	9732041067	223479	PROPANE TORCH, SELF IGNITING	\$263.77
NORCO INC	P055096	15934894	223494	SQWINCHER, FASTPACK,FRUITPUNCH	\$104.26
	P055096			FREIGHT	\$178.76
	P055096			ADJUST SALES TAX	(\$0.01)
WEST COAST PAPER COMPANY	P055215	9039757	223526	TOWEL, ROLL, REINFORCED, WHITE	\$1,588.47
	P055215			WIPES, BOXED, TAN, 9.75"X 16.5	\$1,347.51
	P055215			DISCOUNT	(\$27.03)
		9041646		18X12 80# COUGAR WHITE DIGITAL	\$152.15
UNASSIGNED TOTAL ****					\$3,607.88
Division:	903	CENTRAL STORES			
XEROX CORPORATION		079425800	223530	C95 PRINT SHOP COPIER-APRIL	\$249.19
		079425802		C75 PRINT SHOP COPIER-MAY	\$1,515.17
CENTRAL STORES TOTAL ****					\$1,764.36
CENTRAL STORES FUND Total ***					\$5,372.24
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
ASE		ORD-997134-86YSVB	223448	ASE TRAINING-STUHR	\$140.00
CONNELL OIL INC		0116001-IN	223467	LUBE PRODUCTS	\$1,605.55
GROVER DYKES AUTO GROUP INC DBA		577418	223480	NEW KEY VEH 2422 WO 39276	\$169.62
JIM'S PACIFIC GARAGES INC		1167686	223483	SEAL VEH 4122 WO 39103	\$0.29
		1169395		MOTOR BLOWER VEH 7146 WO 39257	\$212.78
JT AUTOMOTIVE PARTS INC DBA		332580	223589	LUBE DISPENSER VEH 3294/39216	\$79.27
		332633		ODOR ELIMINATOR VEH 3175/39187	\$14.89
		332635		CLEANER VEH 3175 WO 39187	\$47.18
		332678		STROBE LAMPS VEH 3286 WO 39213	\$155.78
		332704		SPARK PLUGS VEH 0030 WO 34023	\$2.67
		332727		FILTER VEH 7141 WO 39000	\$5.59
		332775		FUEL PUMP VEH 0030 WO 39023	\$35.33
		332859		FILTERS VEH 2393 WO 39151	\$17.83
		332860		FILTERS VEH 2390 WO 39174	\$17.83
		332861		VENT VALVE VEH 2274 WO 39206	\$17.71



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		332862	223589	FILTERS VEH 2302 WO 39207	\$11.82
		332863		FILTERS VEH 2320 WO 39208	\$11.82
		332864		FILTERS VEH 2347 WO 39209	\$11.82
		332865		FILTERS VEH 2373 WO 39210	\$17.83
		332866		FILTERS VEH 2427 WO 39212	\$15.55
		332867		FILTERS VEH 2385 WO 39211	\$16.06
		333072		FILTERS VEH VEH 3290 WO 39215	\$94.88
		333092		FILTERS VEH 3298 WO 39137	\$15.96
		333094		FILTERS VEH 3288 WO 39139	\$16.06
		333108		BATTERY VEH 0030 WO 39023	\$97.77
		333109		FILTER VEH 0030 WO 39023	\$2.29
		333116		FILTERS VEH 3328 WO 39140	\$16.06
		333147		BRAKES VEH 2374 WO 39144	\$68.31
		333169		FILTERS VEH 2440 WO 35499	\$33.71
		333216		FILTERS VEH 3306 WO 33216	\$80.65
		333217		FILTERS VEH 3332 WO 39147	\$64.94
		333274		EXHAUST FLUID VEH 3332/39135	\$35.34
		333277		WIPER BLADES VEH 5040 WO 39135	\$16.49
		333282		BRK CLEANER VEH 2374 WO 39144	\$18.68
		333288		FILTERS VEH 2379 WO 39171	\$17.03
		333306		BRAKE CORE VEH 2374 WO 39144	(\$6.69)
		333317		CIRCUIT BRKR VEH 2290/39172	\$10.30
		333334		OIL FILTER VEH 6562 WO 39217	\$6.18
		333338		BRAKE CYLS VEH 2390 WO 39173	\$32.12
		333348		FILTERS VEH 2358 WO 39175	\$18.82
		333351		FILTERS VEH 2304 WO 39177	\$20.47
		333376		BATTERY VEH 0800 WO 39190	\$108.91
		333382		GREASE FITTING VEH 6545/38999	\$10.84
		333385		LAMP VEH 3175 WO 39187	\$10.53
		333526		FILTERS VEH 2370 WO 39192	\$17.03
		333527		FILTERS VEH 2344 WO 39193	\$17.58
		333528		FILTERS VEH 1380 WO 39194	\$14.86
		333533		FILTERS VEH 2424 WO 39195	\$12.20
		333534		FILTERS VEH 1370 WO 39196	\$9.87
		333535		FILTERS VEH 1102 WO 39197	\$18.69
		333536		FILTERS VEH 1103 WO 39198	\$18.69
		333537		FILTERS VEH 1104 WO 39200	\$18.69
		333538		TURN SIGNAL VEH 3212 WO 39092	\$11.48
		333545		HOSE COUPLERS	\$17.33
		333578		FILTERS VEH 2422 WO 39214	\$27.48
		333593		TRAILER CABLE VEH 6545/38999	\$94.20



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From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		333603	223589	BRK CLEANER VEH 3175 WO 39187	\$56.04
		333604		BRK CLEANER VEH 3188 WO 39185	\$28.02
		333609		TOGGLE SWITCH VEH 5036/38945	\$9.07
		333630		BRK CLEANER VEH 3284 WO 39199	\$28.02
		333643		TURN SIGNAL VEH 3211 WO 39229	\$11.48
		333645		BRK FLUID VEH 2390 WO 39173	\$10.02
		333675		WIPER BLADES VEH 2370 WO 39192	\$19.61
		333725		BATTERY VEH 2348 WO 39236	\$103.02
		333729		CORE DEPOSIT VEH 2348/39236	(\$16.29)
		333750		FILTERS VEH 3218 WO 39242	\$21.19
		333751		FILTERS VEH 2348 WO 39235	\$20.35
		333758		EXHAUST FLUID VEH 3325/39244	\$10.85
		333760		BRK CLEANER VEH 3283 WO 39238	\$9.34
		333774		EXHAUST FLUID VEH 7152/39247	\$21.70
		333775		BRK CLEANER VEH 5041 WO 39237	\$18.68
		333781		FILTERS VEH 6566 WO 39245	\$58.24
		333782		FILTERS VEH 6565 WO 39203	\$58.24
		333788		RETURN FITTING VEH 6545	(\$6.51)
		333802		FUEL FILTER VEH 1370 WO 39196	\$9.21
		333807		AIR FILTER VEH 7146 WO 39257	\$12.43
		333811		EXHAUST FLUID VEH 3313/39260	\$10.85
		333812		EXHAUST FLUID VEH 7146/39261	\$10.85
		333813		BULB VEH 2411 WO 39250	\$9.56
		333822		RADIATOR VEH 2302 WO 39269	\$127.19
		333854		FILTERS VEH 1207 WO 39266	\$18.69
		333874		AIR HOSE	\$19.02
		333897		SOCKET VEH 3288 WO 39264	\$10.56
LESKOVAR LINCOLN MERCURY INC	07277	223488		OIL GAUGE VEH 2346 WO 39292	\$12.71
PAPE' MATERIAL HANDLING	7437555	223496		GASKET VEH 6559 WO 39142	\$120.72
TRI CITIES BATTERY & AUTO REPAIR	017314	223522		STARTER VEH 3188 WO 39185	\$238.87
VALLEY TRUCK REPAIR INC	5005	223523		HYD MOTOR VEH 3286 WO 39178	\$1,002.23
WESTERN PETERBILT INC	H239459	223527		VALVE KIT VEH 3281 WO 39277	\$1,121.82
WONDRACK DISTRIBUTING INC	0755770	223529		CARD LOCK FUEL 5/9-5/15/15	\$15,539.46
XEROX CORPORATION	079425798	223530		W7225 BASE CHRGP/PRINTS-APRIL	\$172.88
EQUIPMENT MAINTENANCE TOTAL ****					\$22,573.09
EQUIPMENT MAINTENANCE FUND Total ***					\$22,573.09
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
AT&T WIRELESS	3/15-287243288881	223543	287243288881 2/27-3/26/15		\$14.85
			287243288881 2/27-3/26/15		\$88.66



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount	
AT&T WIRELESS		3/15-287243288881	223543	287243288881 2/27-3/26/15	\$62.06	
				287243288881 2/27-3/26/15	\$12.26	
				287243288881 2/27-3/26/15	\$12.80	
				287243288881 2/27-3/26/15	\$13.60	
				287243288881 2/27-3/26/15	\$92.42	
				287243288881 2/27-3/26/15	\$30.97	
				287243288881 2/27-3/26/15	\$57.26	
				287243288881 2/27-3/26/15	\$27.84	
		4/15-287243288881		287243288881 3/27-4/26/15	\$15.73	
				287243288881 3/27-4/26/15	\$13.30	
				287243288881 3/27-4/26/15	\$12.62	
				287243288881 3/27-4/26/15	\$92.81	
				287243288881 3/27-4/26/15	\$89.06	
				287243288881 3/27-4/26/15	\$62.45	
				287243288881 3/27-4/26/15	\$57.62	
				287243288881 3/27-4/26/15	\$28.11	
				287243288881 3/27-4/26/15	\$31.37	
				287243288881 3/27-4/26/15	\$13.03	
	BENTON COUNTY TREASURER		2742	223453	MILARS-SURVEYS	\$40.10
	XEROX CORPORATION	P054899	079425784	223530	1ST FLOOR XEROX #LX5-690835(ta	\$154.50
P054899		079425785		BASEMENT XEROX #LX5-692207 (ta	\$67.97	
P054899		079425786		2ND FLOOR XEROX #MX4-343197 (t	\$352.66	
PW ADMIN & ENGINEERING TOTAL****					\$1,444.05	
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$1,444.05	
FUND	520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM				
REHN & ASSOCIATES INC		APRIL 2015	223506	HRA PREMIUMS-APRIL	\$309.75	
EMPLOYEE BENEFIT PROGRAM TOTAL****					\$309.75	
HEALTH CARE/BENEFITS PLAN Total ***					\$309.75	
FUND	611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION				
ANDERS, PETER		AP00003706021501	223651	MEDICARE PREMIUM/ANDERS	\$104.90	
BOWLS, DAVID		050615DB	223656	MEDICAL DOS 5/5-5/6/15	\$160.00	
		AP00003506021501	223655	MEDICARE PREMIUM/BOWLS	\$104.90	
CANFIELD, HARRY R		AP00000406021501	223659	MEDICARE PREMIUM/CANFIELD	\$104.90	
CARRICK, HENRY		051815HC	223662	NON COVERED RX DOS 5/18/15	\$97.08	
		AP00000506021501	223661	MEDICARE PREMIUM/CARRICK	\$104.90	
CLARK, FRANK M		AP00000606021501	223665	MEDICARE PREMIUM/CLARK	\$104.90	



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DOWNS, DANNY		AP00005106021501	223671	MEDICARE PREMIUM/DOWNS	\$104.90
ELIASON, CURTIS		AP00003306021501	223673	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000906021501	223674	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006006021501	223675	MEDICARE PREMIUM/FERRIANS	\$104.90
HIGGINS, DENNIS DDS PS		041515DB	223677	539347646 DOS 4/15/15 DENTAL	\$6.00
HOUCHIN, EARL		AP00001206021501	223679	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E		AP00003406021501	223680	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005506021501	223681	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006206021501	223684	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		041515RL	223687	MEDICAL DOS 4/15-5/14/15	\$260.00
		042215RL		NON COVERED RX DOS 4/22/15	\$78.69
		AP00006406021501	223686	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001506021501	223692	MEDICARE PREMIUM/MITCHELL	\$104.90
MURRAY, DAVID		AP00008306021501	223694	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A		AP00007606021501	223695	MEDICARE PREMIUM/MYERS ED	\$104.90
POLLARD, JAMES		AP00004806021501	223696	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003606021501	223697	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD		AP00008106021501	223698	MEDICARE PREMIUM/SIEMENS	\$104.90
SNYDER, RONALD K DDS		022615CE	223699	100838 DOS 2/26/15 DENTAL	\$12.00
WEST, ROYAL		050615RW	223708	VISION DOS 5/6/15	\$392.00
		AP00002006021501	223707	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007506021501	223709	MEDICARE PREMIUM/WILLIAMSON	\$104.90

FIRE PENSION TOTAL ****

\$3,308.57

FIREMAN'S PENSION Total ***

\$3,308.57

FUND 612

POLICEMEN'S PENSION

Division:

217

POLICE PENSION

ADVENT CARE LLC DBA	1296/1359/1404GD	223650	ASSISTANCE SRVCS 2/16-4/3/15	\$1,092.25
BAKER, MARSHALL R	AP00006306021501	223652	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR	AP00004906021501	223653	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY	AP00003806021501	223654	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A	AP00004206021501	223657	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE	AP00008406021501	223658	MEDICARE PREMIUM/BUSH	\$104.90
CARPER, RANDY H	031915RC	223660	NON COVERED RX DOS 3/19/15	\$59.00
CASE, MIKE	041415MC	223663	NON COVERED RX DOS 4/14/15	\$37.98
	052615MC		NON COVERED RX DOS 5/26/15	\$30.00
CENTER VISION & CONTACT LENS CLINIC INC	050515LB	223664	1227 DOS 5/5/15 VISION	\$616.00
CLEAVENGER, WILL J	AP00007306021501	223666	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M	AP00007406021501	223667	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY	AP00006606021501	223668	MEDICARE PREMIUM/COUCH	\$104.90
CULTURAL DBA	AP00008206021501	223669	ASSISTED LIVING-MANUEL	\$4,500.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DEMYER, JAMES J		AP00008006021501	223670	MEDICARE PREMIUM/DEMYER	\$104.90
DUCHEMIN, ROGER		AP00000806021501	223672	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M		AP00007906021501	223676	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, DENNIS DDS PS		040915WC	223677	534462924 DOS 4/9/15 DENTAL	\$6.00
HIGGINS, FRED C		AP00007806021501	223678	HIGGINS MEDICARE PREMIUM	\$104.90
KENNEWICK GENERAL HOSPITAL		030315JG	223682	5756912-0001 DOS 3/03/15	\$191.00
KENNEWICK GENERAL HOSPITAL DBA		4813JG	223683	DIAGNOSTIC DOS 3/03/15	\$66.00
LAGERGREN, KENNETH E DDS		011315RT	223685	25202 DOS 1/13/15 DENTAL	\$605.00
		022615RT		25202 DOS 2/26/15 DENTAL	\$150.00
LEWIS, DAVID L		AP00004306021501	223688	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002306021501	223689	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MALLEY'S PHARMACY		043015MC	223690	RX DOS 4/30/15	\$218.00
MANUEL, D ART		AP00002506021501	223691	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007106021501	223693	MEDICARE PREMIUM/MOORE	\$104.90
SNYDER, RONALD K DDS		041315GT	223699	100525 DOS 4/13/15 DENTAL	\$73.20
SPARKS, DAVID W		AP00005906021501	223700	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003206021501	223701	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003106021501	223702	MEDICARE PREMIUM/TURNER	\$104.90
WASHINGTON, CLARENCE D MD		032315WT	223703	138281 DOS 3/23/15 MEDICAL	\$70.00
		033115WT		138605 DOS 3/31/15 MEDICAL	\$164.00
		041615WT		138939 DOS 4/16/15 MEDICAL	\$52.00
WENDLAND, WALTER		041815WW	223705	HOME CARE DOS 4/18-5/1/15	\$442.50
		050115WW		MEDICAL DOS 5/1-5/25/15	\$800.00
		050215WW		HOME CARE 5/2-5/15/15	\$3,382.50
		AP00001906021501	223704	MEDICARE PREMIUM/WENDLAND	\$104.90
WEST RICHLAND FAMILY DENTAL CTR		031815BB	223706	537589841 DOS 3/18/15 DENTAL	\$222.40
WILMOTH, ROD		AP00004506021501	223710	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005006021501	223711	MEDICARE PREMIUM/ZIMMERMAN	\$104.90

POLICE PENSION TOTAL ****

\$15,085.63

POLICEMEN'S PENSION Total ***

\$15,085.63

FUND 641

SOUTHEAST COMMUNICATIONS CTR

Division:

600

SECOMM OPERATIONS GENERAL

CENTURYLINK	5/15-509-786-2112	223461	GENERAL 5/6-6/5/15	\$104.78
CITY OF RICHLAND	3524000	223462	BCES UTILITY SRVCS 4/1-5/1	\$2,388.15
FRONTIER	5/15-206-188-2381	223477	E911/GENERAL 5/10-6/9/15	\$242.34
	5/15-509-628-1472		GENERAL 5/4-6/3/15	\$67.29
	5/15-509-628-2608		GENERAL 5/7-6/6/15	\$80.54
MID COLUMBIA CONSTRUCTION INC DBA	1051083	223491	SPRINKLER SYSTEM MAINT	\$47.79
SOLARWINDS INC	P055240 IN222628	223512	YEARLY MAINT FOR SOLARWINDS	\$268.33
XEROX CORPORATION	078977010	223530	W7855 BASE CHRG/PRINTS-MARCH	\$119.17



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		079425779	223530	W7855 BASE CHRG/PRINTS-APRIL	\$112.24
SECOMM OPERATIONS GENERAL TOTAL ****					\$3,430.63
Division: 601 E911 OPERATIONS					
ENTERPRISE RENT A CAR		5/15-45WA423	223571	15-122 HARTER-RENTAL CAR	\$38.33
				15-116 NELSON-RENTAL CAR	\$123.43
				15-166 HUSA-RENTAL CAR	\$76.67
FRONTIER		5/15-206-188-2381	223477	E911/GENERAL 5/10-6/9/15	\$242.34
		5/15-509-735-2383		E911 LINE 5/7-6/6/15	\$143.31
HARTER, TIMOTHY		15-122 HARTER	223577	PSTC CLASS/SPOKANE/HARTER	\$44.56
LANGUAGE LINE SERVICES LLC		3591417	223487	NONEMERGENCY TRANSLATION-APRIL	\$167.71
		3597750		E911 TRANSLATION SRVCS-APRIL	\$279.13
SOLARWINDS INC	P055240	IN222628	223512	YEARLY MAINT FOR SOLARWINDS	\$268.33
TOWNE, PATRICIA		15-208 TOWNE	223643	PUBLIC ED MTG/ELLENSBURG/TOWNE	\$74.75
E911 OPERATIONS TOTAL ****					\$1,458.56
Division: 602 SECOMM AGENCY					
DAY MANAGEMENT CORPORATION DBA		382353	223468	UPS CUTOVER SITE SUPPORT	\$1,998.24
SOLARWINDS INC	P055240	IN222628	223512	YEARLY MAINT FOR SOLARWINDS	\$268.34
SECOMM AGENCY TOTAL ****					\$2,266.58
SOUTHEAST COMMUNICATIONS CTR Total ***					\$7,155.77
FUND 642 800 MHZ PROJECT					
Division: 610 800 MHZ					
BENTON PUD	P055298	5/15-3423907365	223456	RATTLESNAKE MTN RACK LEASE	\$4,515.72
800 MHZ TOTAL ****					\$4,515.72
800 MHZ PROJECT Total ***					\$4,515.72
FUND 643 EMERGENCY MANAGEMENT					
Division: 620 STATE / LOCAL ASSISTANCE					
CITY OF RICHLAND		3524000	223462	BCES UTILITY SRVCS 4/1-5/1	\$530.70
MID COLUMBIA CONSTRUCTION INC DBA		1051083	223491	SPRINKLER SYSTEM MAINT	\$47.78
STATE / LOCAL ASSISTANCE TOTAL ****					\$578.48
Division: 621 RADIOLOGICAL EMGCY PREPAREDNES					
CITY OF RICHLAND		3524000	223462	BCES UTILITY SRVCS 4/1-5/1	\$530.70
XEROX CORPORATION		078977010	223530	W7855 BASE CHRG/PRINTS-MARCH	\$67.84
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$598.54
Division: 622 DOE EMERGENCY PREPAREDNESS					
CITY OF RICHLAND		3524000	223462	BCES UTILITY SRVCS 4/1-5/1	\$530.70
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$530.70
Division: 623 JURISDICTION					



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		078977010	223530	W7855 BASE CHRG/PRINTS-MARCH	\$210.21
		079425779		W7855 BASE CHRG/PRINTS-APRIL	\$261.89
JURISIDICITION TOTAL ****					\$472.10
EMERGENCY MANAGEMENT Total ***					\$2,179.82
FUND 644	MICRO-WAVE				
Division:	611	MICROWAVE			
DAY MANAGEMENT CORPORATION DBA		383251	223468	MICROWAVE SYSTEMS INSPECTIONS	\$3,456.19
MICROWAVE TOTAL ****					\$3,456.19
MICRO-WAVE Total ***					\$3,456.19
FUND 803	UTILITY BILL CLEARING FUND				
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10140	223550	Customer Refund	\$27.02
		CISPAY10141	223595	Customer Refund	\$168.25
		CISPAY10142	223542	Customer Refund	\$6.33
		CISPAY10143	223585	Customer Refund	\$14.11
		CISPAY10144	223574	Customer Refund	\$126.25
		CISPAY10145	223618	Customer Refund	\$48.49
		CISPAY10146	223630	Customer Refund	\$91.21
		CISPAY10147	223580	Customer Refund	\$50.97
		CISPAY10148	223581	Customer Refund	\$100.04
		CISPAY10149	223568	Customer Refund	\$91.73
		CISPAY10150	223566	Customer Refund	\$272.58
		CISPAY10151	223536	Customer Refund	\$125.74
		CISPAY10152	223599	Customer Refund	\$12.64
		CISPAY10153	223569	Customer Refund	\$121.15
		CISPAY10154	223563	Customer Refund	\$134.82
		CISPAY10155	223611	Customer Refund	\$5.00
		CISPAY10156	223612	Customer Refund	\$23.25
		CISPAY10157	223586	Customer Refund	\$65.11
		CISPAY10158	223615	Customer Refund	\$31.50
		CISPAY10159	223623	Customer Refund	\$77.06
		CISPAY10160	223627	Customer Refund	\$35.77
		CISPAY10161	223621	Customer Refund	\$208.70
		CISPAY10162	223578	Customer Refund	\$1.72
		CISPAY10163	223537	Customer Refund	\$102.28
		CISPAY10164	223642	Customer Refund	\$53.13
		CISPAY10165	223645	Customer Refund	\$3.75
		CISPAY10166	223649	Customer Refund	\$7.29



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10167	223608	Customer Refund	\$59.09
		CISPAY10168	223579	Customer Refund	\$7.70
		CISPAY10169	223597	Customer Refund	\$10.00
		CISPAY10170	223547	Customer Refund	\$80.99
		CISPAY10171	223554	Customer Refund	\$560.08
		CISPAY10172	223647	Customer Refund	\$59.25
		CISPAY10173	223572	Customer Refund	\$0.55
		CISPAY10174	223570	Customer Refund	\$2.11
		CISPAY10175	223610	Customer Refund	\$2.37
		CISPAY10176	223632	Customer Refund	\$157.10
		CISPAY10177	223613	Customer Refund	\$6.21
		CISPAY10178	223614	Customer Refund	\$66.71
		CISPAY10179	223640	Customer Refund	\$27.20
		CISPAY10180	223546	Customer Refund	\$47.52
		CISPAY10181	223633	Customer Refund	\$105.01
		CISPAY10182	223596	Customer Refund	\$60.34
		CISPAY10183	223601	Customer Refund	\$15.06
		CISPAY10184	223552	Customer Refund	\$63.78
		CISPAY10185	223641	Customer Refund	\$3.19
		CISPAY10186	223588	Customer Refund	\$71.90
		CISPAY10187	223539	Customer Refund	\$2.35
		CISPAY10188	223628	Customer Refund	\$27.48
		CISPAY10189	223634	Customer Refund	\$189.46
		CISPAY10190	223567	Customer Refund	\$25.36
		CISPAY10191	223609	Customer Refund	\$2.74
		CISPAY10192	223607	Customer Refund	\$49.05
		CISPAY10193	223553	Customer Refund	\$80.97
		CISPAY10194	223606	Customer Refund	\$103.74
		CISPAY10195	223535	Customer Refund	\$75.98
		CISPAY10196	223583	Customer Refund	\$52.16
		CISPAY10197	223556	Customer Refund	\$112.05
		CISPAY10198	223557	Customer Refund	\$119.42
		CISPAY10199	223562	Customer Refund	\$93.42
		CISPAY10200	223625	Customer Refund	\$94.68
		CISPAY10201	223603	Customer Refund	\$28.49
		CISPAY10202	223626	Customer Refund	\$45.93
		CISPAY10203	223540	Customer Refund	\$136.99
		CISPAY10204	223551	Customer Refund	\$3.59
		CISPAY10205	223545	Customer Refund	\$110.70
		CISPAY10206	223617	Customer Refund	\$26.83



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10207	223584	Customer Refund	\$92.79
		CISPAY10208	223624	Customer Refund	\$94.93
		CISPAY10209	223541	Customer Refund	\$88.00
		CISPAY10210	223534	Customer Refund	\$11.79
UTILITY BILLING REFUND		REFUND	223445	CUSTOMER REFUND	\$113.70
UNASSIGNED TOTAL ****					\$5,194.65
UTILITY BILL CLEARING FUND Total ***					\$5,194.65



City Of Richland

VL-1 Voucher Listing

From: 5/25/2015 To: 6/2/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,259,703.60

Number of Invoices

Amount

Vouchers In Richland	211	\$39,121.94
Vouchers In Tri Cities	70	\$132,224.74
Vouchers In WA	52	\$975,596.66
Vouchers Outside WA	471	\$112,760.26
Vouchers Final Total.....	804	\$1,259,703.60

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$25,224.19	2%
3	SUPPLIES	\$49,457.36	3.93%
4	OTHER SERVICES & CHARGES	\$141,174.80	11.21%
5	INTERGOVERNMENTAL SERVICES	\$4,989.34	0.4%
6	CAPITAL PROJECTS	\$95,193.38	7.56%
	MACHINERY & EQUIPMENT	\$32,805.45	2.6%
	REFUNDS	\$5,194.65	0.41%
9	INTERFUND SERVICES	\$140.66	0.01%
	INVENTORY PURCHASES	\$905,523.77	71.88%
	Total	\$1,259,703.60	