



Agenda

City Council Regular Meeting

Tuesday, January 18, 2022

[Zoom](#) - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City of Richland Resolution No. 100-20 temporarily designates virtual locations for all municipal meetings. This meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192, on the City's website, and on the City's YouTube Channel. If you wish to provide testimony for a Public Hearing item(s) or provide comments for the Public Comments portion of the Council meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the deadline will be permitted to speak during the meeting.

City Council Regular Meeting - 6:00 p.m. via Zoom

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

1. Proposed Amendment to Richland Municipal Code Section 23.28.030 related to Business Use Districts Permitted Land Uses, Ordinance No. 2022-01
 - Mike Stevens, Planning Manager
2. Proposed Relinquishment of an Electrical Easement in Siena Hills, Resolution No. 2022-08
 - Pete Rogalsky, Public Works Director
3. Proposed Relinquishment of a Utility Easement in Siena Hills, Resolution No. 2022-09
 - Pete Rogalsky, Public Works Director
4. Proposed Relinquishment of an Electrical Easement along Saint Street, Resolution No. 2022-10
 - Pete Rogalsky, Public Works Director
5. Proposed Amendment to the 2022-2027 Transportation Improvement Program related to the Vantage Highway Pathway - Phase 2 Project, Resolution No. 2022-15
 - Pete Rogalsky, Public Works Director
6. Proposed 2022-2025 Collective Bargaining Agreement with the Richland Police Guild, Resolution No. 2022-16
 - Lacey Paulsen, Human Resources Director

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public

comment. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

7. Approval of the January 4, 2022 City Council Regular Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading & Passage:

8. Ordinance No. 2022-01, Amending Richland Municipal Code Section 23.28.030 related to Business Use Districts Permitted Land Uses
 - Mike Stevens, Planning Manager
9. Ordinance No. 2022-02, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code
 - Jon Amundson, City Manager

Resolutions - Adoption:

10. Resolution No. 2022-08, Authorizing the Relinquishment of an Electrical Easement in Siena Hills
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2022-09, Authorizing the Relinquishment of a Utility Easement in Siena Hills
 - Pete Rogalsky, Public Works Director
12. Resolution No. 2022-10, Authorizing the Relinquishment of an Electrical Easement along Saint Street
 - Pete Rogalsky, Public Works Director
13. Resolution No. 2022-11, Authorizing an Agreement with CorVel Enterprise Comp, Inc. for Third-Party Workers' Compensation Claims Administration Services
 - Lacey Paulsen, Human Resources Director
14. Resolution No. 2022-12, Approving the Final Plat of Falconridge - Phase I
 - Kerwin Jensen, Development Services Director
15. Resolution No. 2022-13, Authorizing a Professional Services Agreement with Financial Consulting Services Group
 - Clint Whitney, Energy Services Director
16. Resolution No. 2022-15, Amending the 2022-2027 Transportation Improvement Program related to the Vantage Highway Pathway - Phase 2 Project
 - Pete Rogalsky, Public Works Director
17. Resolution No. 2022-16, Authorizing the 2022-2025 Collective Bargaining Agreement with the Richland Police Guild

- Lacey Paulsen, Human Resources Director

Items - Approval:

Expenditures - Approval:

18. Expenditures from December 1, 2021 to December 31, 2021 for \$36,473,110.25 including Travel Check Nos. 20059-20065, Accounts Payable Check Nos. 295912-296842, Accounts Payable Wire Nos. 8838-8879, Payroll Wires & ACH Nos. 12456-12504, Payroll Direct Deposit & Check Nos. 187121-188195 and Pension Check Nos. 6023-6051.
 - Brandon Allen, Finance Director

Items of Business:

19. Resolution No. 2022-14, Authorizing an Application for a SAFER Grant from the Federal Emergency Management Agency (FEMA)
 - Tom Huntington, Fire Chief
20. Northwest RiverPartners Federal Columbia River Power System Education Campaign (Discussion and Action)
 - Clint Whitney, Energy Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the January 4, 2022 City Council Regular Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council Regular Meeting held on January 4, 2022.

Summary:

Draft minutes from the January 4, 2022 City Council Regular Meeting are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

- I. Draft January 4, 2022 City Council Regular Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, January 4, 2022

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Regular Meeting - 6:00 p.m.

Mayor Lukson called the remote Council meeting to order at 6:00 p.m.

Welcome and Roll Call

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

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Christensen, Jones, Lemley and Richardson were present.

Also virtually present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Bruce, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Planning Manager Stevens and City Clerk Rogers.

Pledge of Allegiance

Mayor Pro Tem Kent led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Swearing-In of Councilmembers

A video featuring the administration of the oath of office to councilmembers elected and re-elected into public office was played for the audience.

- Jhoanna Jones, Position No. 1 (Elected) 2-Year Term
- Theresa Richardson, Position No. 2 (Elected) Remainder of Unexpired Term
- Sandra Kent, Position No. 3 (Re-Elected) 4-Year Term
- Ryan Lukson, Position No. 4 (Re-Elected) 4-Year Term
- Michael Alvarez, Position No. 7 (Re-Elected) 4-Year Term

2. Selection of Mayor for 2022-2023

Mayor Lukson reviewed the City's procedures for selecting councilmembers to serve as mayor and mayor pro tem, and then opened the floor for nominations for the office of Mayor. Mayor Lukson was nominated by Councilmember Lemley. Councilmember Alvarez was nominated by Councilmember Christensen. Mayor Pro Tem Kent nominated herself. No other nominations were made. The following votes were cast:

For Lukson: Lemley, Lukson

For Alvarez: Alvarez, Christensen, Jones, Richardson

Councilmember Alvarez won the office of Mayor by a majority vote of 4-3.

Councilmember Lemley exited the meeting.

3. Selection of Mayor Pro Tem for 2022-2023

Mayor Alvarez asked Councilmember Lukson to continue to facilitate the remainder of the election process. Councilmember Lukson opened the floor for nominations for the office of Mayor Pro Tem. Councilmember Lukson was nominated by Councilmember Jones. Councilmember Lukson declined the nomination. Councilmember Christensen was nominated by Mayor Alvarez. Councilmember Lemley was nominated by Councilmember Lukson. No other nominations were made. The following votes were cast:

For Christensen: Alvarez, Christensen, Jones, Richardson

For Lemley: No vote called due to majority of votes cast for Christensen.

Councilmember Christensen won the office of Mayor Pro Tem by a majority vote of 4.

Councilmember Lukson turned the meeting over to Mayor Alvarez.

4. New Hires & Retirements

A video featuring the new hires and retirees for December 2021 was played for the audience.

New hires included Emergency Communications Dispatcher Brittany Teeters and Plant Operator-in-Training - Level 2 Chris Schmidt.

Tammi Larche, an Administrative Assistant in the Public Works Department, was recognized for her twenty-four (24) years of service to the City of Richland.

Public Hearing

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

5. Approving the 2022-2024 Collective Bargaining Agreement with the International Union of Operating Engineers, Local No. 280, Resolution No. 2022-04

Human Resources Director Paulsen provided a brief overview of the 2022-2024 Collective Bargaining Agreement with the International Union of Operating Engineers (IUOE) Local 280.

Mayor Alvarez opened and closed the public hearing at 6:18 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments remotely:

Matthew Mooers - 1450 Jones Road, Richland, WA: Mr. Mooers, owner of Mooers Family Farm, LLC., addressed concerns, activity and business practices of Vickie Tarr and tenants located at 1415 Jones Road. Mr. Mooers requested City Council to consider the severity of his concerns.

Stacie Mooers - 1450 Jones Road, Richland, WA: Ms. Mooers echoed comments made by Matthew Mooers and stated additional offenses stemming from tenants residing at 1415 Jones Road. Ms. Mooers urged City Council to examine Vickie Tarr's actions and rental practices.

Dan Sanders - 1515 Jones Road, Richland, WA: Mr. Sanders addressed concerns relating to the business practice and activities of Vickie Tarr and tenants located at 1415 Jones Road. Mr. Sanders voiced safety concerns for his family and neighbors and requested the City enforce the 2013 Cease and Desist order issued to end criminal activity at 1415 Jones Road.

Michael Sanders - 1511 Jones Road, Richland, WA: Mr. Sanders requested Council address concerns relating to the business practices and activities carried out by Vickie Tarr and tenants at 1415 Jones Road.

Lisa Shear - 1507 Jones Road, Richland, WA: Ms. Shear agreed with statements made by previous speakers. Ms. Shear stated she had delivered documents to City Hall for Council review and action regarding Vickie Tarr and her tenants at 1415 Jones Road.

Rebecca Clapperton - 3802 N Levi Street, Kennewick, WA: Ms. Clapperton asked that the Siena Hills Comprehensive Plan Amendment be pulled from the agenda and that a final vote not be held until City Council has an opportunity to review all portions of the written record in detail. Ms. Clapperton noted that her written comments, which were provided to the Planning Commission, were not included in the Council packet due to a clerical error.

City Attorney Kintzley stated that although a clerical error was made related to the Council packet, the error was harmless since Council was well-aware of the basis behind the

Planning Commission's recommendation against adoption of the Siena Hills Comprehensive Plan amendment. Planning Manager Stevens was thorough in his representation to Council on first reading of Ordinance Nos. 2022-01 and 2022-02, and provided Council with the substance of Ms. Clapperton's objections to the Planning Commission. Ms. Kintzley also added that Council has the ability to pull the agenda item for additional deliberation or to review any documents available in the record before a final vote on passage is made. However, because the record is closed, Council cannot consider new evidence.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS KENT, LUKSON AND RICHARDSON. THOSE OPPOSED: JONES. MOTION CARRIED 5-1.

Minutes

6. Approval of the December 21, 2021 City Council Regular Meeting Minutes

Ordinances - First Reading

7. Ordinance No. 2022-01, Amending Richland Municipal Code Section 23.28.030 related to Business Use Districts Permitted Land Uses
8. Ordinance No. 2022-02, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code

Ordinances - Second Reading & Passage

9. Ordinance No. 41-21, Approving the 2021 Comprehensive Plan Amendments
10. Ordinance No. 42-21, Approving Amendments to RMC Title 23 and the Official Zoning Map of the City of Richland
11. Ordinance No. 43-21, Amending Chapter 12.03 of the Richland Municipal Code related to Road Impact Fees
12. Ordinance No. 45-21, Revising the Corporate Boundary of the City of Richland to include a Portion of Reata Road

Resolutions - Adoption

13. Resolution No. 2022-01, Authorizing a 2022-2026 Interlocal Agreement for the Hanford Communities
14. Resolution No. 2022-02, Authorizing a Consultant Agreement with Berry, Dunn, McNeil & Parker, LLC for Utility Billing Analysis and Enterprise Asset Management Services
15. Resolution No. 2022-03, Authorizing Award of Bid to Magnum Power for the Reata Road - Leslie Substation Feeder 141 Extension
16. Resolution No. 2022-04, Approving the 2022-2024 Collective Bargaining Agreement with the International Union of Operating Engineers, Local No. 280
17. Resolution No. 2022-05, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management
18. Resolution No. 2022-06, Authorizing an Interlocal Agreement with the Port of Benton related to the 2022 Rail Repair Project
19. Resolution No. 2022-07, Authorizing an Interlocal Agreement with Benton County and the cities of Benton City, Kennewick, Richland, Prosser and West Richland regarding Solid Waste Management

Items - Approval

None.

Items of Business

20. Selection Process for City Council Liaison Assignments to Various Boards, Commissions and Committees (Discussion Only)

City Manager Amundson provided an overview of the process for council assignments to various internal and external boards, commissions and committees, and inquired if Council had any amendments to offer. Mayor Pro Tem Christensen provided possible amendments and suggested that certain alternate liaisons be reinstated for certain council assignments. Mayor Alvarez concurred that there are benefits to having alternate liaisons to certain boards, commissions and committees. Councilmember Kent requested City Manager Amundson provide distinctions between discretionary appointments and those that are *ex officio*. Councilmember Kent agreed that while there are benefits to appointing alternate liaisons, many outside agencies and organizations do not require an alternate representative from Council.

To expedite the selection of council assignments, Mayor Pro Tem Christensen suggested scheduling a workshop to begin deliberations.

Reports and Comments

City Manager

City Manager Amundson congratulated Mayor Alvarez and Mayor Pro Tem Christensen and thanked Councilmembers Lukson and Kent for their services as former Mayor and Mayor Pro Tem. City Manager Amundson stated that he is looking forward to continuing to work with the Council, and welcomed newly elected Councilmembers Jones and Richardson.

City Manager Amundson announced delivery of the body-worn cameras and updated tasers for the Richland Police Department. A body-cam policy has been drafted and agreed upon by the Richland Police Guild and RPD Administration. Training will take place over the next couple of weeks. Body-worn cameras and tasers will be deployed on January 21, 2022. Cameras and dash cameras are on back-order due to supply chain issues. Staff will continue to provide Council with updates on the overall utilization of the body-worn cameras.

City Manager Amundson shared that approximately ten thousand (10,000) individuals visited the Winter Wonderland display at John Dam Plaza in December. City Manager Amundson thanked HAPO Community Credit Union for being a long-term sponsor of the event, and shared that new ideas will be incorporated into next year's event.

The Tri-City Regional Chamber of Commerce and the Home Builders Association (HBA) will sponsor an Elected Leaders Reception for all elected local, state and regional leaders at the REACH Museum on January 5, 2022 from 4:30 - 6:00 p.m. Lastly, City Manager Amundson announced that Council's professional photography session is scheduled for Friday, January 7, 2022 at 11:00 a.m. in Council Chambers.

City Council

Councilmember Lukson wished everyone a great new year and a happy 2022.

Councilmember Kent thanked Councilmember Lukson for his incredible service as Mayor, congratulated Mayor Alvarez and Mayor Pro Tem Christensen, and thanked staff who work outdoors during inclement weather.

Councilmember Jones requested clarification on the purchase of the body-worn cameras and dash cameras for RPD, and inquired if the City is exploring other equipment and tools necessary to maintain safety for RPD staff. City Manager Amundson replied that the City purchased body-worn cameras and dash cameras, and added that the City is continually seeking technology and tools that would ensure the safety of all staff. A review of potential technology and tool purchases are evaluated during the annual budget process.

Councilmember Richardson thanked staff and City Manager Amundson for the warm welcome and smooth Council on-boarding process. Councilmember Richardson stated

that she looks forward to the experience of working with diverse perspectives and backgrounds on the Richland City Council.

Mayor Pro Tem Christensen welcomed Councilmembers Jones and Richardson to the City Council, congratulated Mayor Alvarez on his election as Mayor, and thanked Councilmember Lukson for his leadership during the pandemic. Mayor Pro Tem Christensen also expressed an interest reviewing RPD's body-worn camera/dash camera policy. Mayor Pro Tem Christensen then requested review of the documents delivered to City Hall by Lisa Shear regarding the 1415 Jones Road property, and asked staff to follow-up on the concerns raised during the public comment period and provide Council with an update. Lastly, Mayor Pro Tem Christensen wished everyone a happy new year.

Mayor

Mayor Alvarez thanked staff at Kadlec Hospital for the exceptional medical care he recently received. Mayor Alvarez then thanked Councilmember Lukson and Councilmember Kent for their outstanding work as Mayor and Mayor Pro Tem during the pandemic, and congratulated Mayor Pro Tem Christensen and newly elected Councilmembers Jones and Richardson.

Mayor Alvarez thanked the public safety officers for their service during the holidays and inclement weather. Lastly, Mayor Alvarez stated that it is an honor and privilege to serve as Mayor for the City of Richland, and committed to serving to the best of his abilities.

Adjournment

Mayor Alvarez adjourned the meeting at 7:00 p.m.

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 2022-01, Amending Richland Municipal Code Section 23.28.030 related to Business Use Districts Permitted Land Uses

Department:

Development Services

Ordinance/Resolution Number:

2022-01

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-01, amending Richland Municipal Code Section 23.28.030 related to business use districts permitted land uses.

Summary:

Steve Henry of SMI Group XV, LLC filed an application for a text amendment to RMC 23.28.030 - Business Use Districts Permitted Land Uses. The proposed amendment would add "Mini-Warehouse" to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

After holding the first legally required open-record public hearing, the Planning Commission voted to recommend approval of the proposed text amendment.

Pursuant to RMC 19.20.030, a second open-record public hearing is required before Richland City Council. The hearing will take place on the January 18, 2022 agenda with the second reading of Ordinance No. 2022-01.

Staff recommends approval of Ordinance No. 2022-01 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 2022-01
2. Full Staff Report - CA2021-109 Mini Warehouses in B-RP Zone

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 23.28.030 RELATED TO BUSINESS USE DISTRICTS PERMITTED LAND USES.

WHEREAS, the City has need, from time to time, to amend its development regulations to allow new land uses; and

WHEREAS, mini-warehouses are not currently allowed within the Business Research Park (B-RP) district; and

WHEREAS, on December 8, 2021, the Richland Planning Commission held a public hearing regarding a proposed amendment that would authorize mini-warehouses within the Business Research Park (B-RP) district; and

WHEREAS, the Richland Planning Commission recommends that the Richland City Council approve the proposed amendment to the existing list of allowable land uses contained in RMC Section 23.28.030 Business Use Districts Permitted Land Uses.

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

Section 1. Richland Municipal Code Section 23.28.030, entitled Business use districts permitted land uses, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

23.28.030 Business 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	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
Mini-Warehouse	<u>P^{2,16}</u>	P ²
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
Vehicle-Based Food Service	P ¹⁵	P ¹⁵

Land Use	B-RP	B-C
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P
Radio and Television Studios		P
Schools, Commercial	P	P
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		p ⁵
Churches		p ⁶
Clubs or Fraternal Societies		p ⁶
Cultural Institutions		p ⁶
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	p ⁷	p ⁷
Public Agency Buildings	p ⁷	p ⁷
Public Agency Facilities	p ⁷	p ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P

Land Use	B-RP	B-C
Residential Uses		
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10, 11}	
Dormitories, Fraternities, and Sororities	S ⁸	
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P
Department Stores		P
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Convention Center	P	P
Farming of Land	P	P
Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

1. RMC 23.42.270
2. RMC 23.42.170
3. RMC 23.42.185
4. RMC 23.42.047
5. RMC 23.42.260
6. RMC 23.42.050
7. RMC 23.42.200

8. RMC 23.28.020(B)
9. RMC 23.42.080
10. RMC 23.42.110
11. RMC 23.18.025
12. Chapter 23.62 RMC
13. RMC 23.42.180
14. Permitted when located adjacent to a principal or minor arterial street as identified in Chapter 12.02 RMC, Street Functional Classification Plan.
15. RMC 23.42.325
16. Building design of mini-warehouses within the B-RP district shall conform to the following requirements: (a) exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture; (b) exterior building surfaces shall be comprised of a mixture of building materials. Exterior wall surfaces shall not be primarily comprised of metal siding; (c) no more than five percent (5%) of the total land area within the B-RP district shall be devoted to mini-warehouse uses; (d) mini-warehouses shall be enclosed on all sides with a solid concrete or masonry wall at least eight (8) feet in height.

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

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: January 4, 2022
Second Reading: January 18, 2022
Date Published: January 23, 2022

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2021-109

PREPARED BY: MIKE STEVENS
MEETING DATE: DEC. 8, 2021

GENERAL INFORMATION:

APPLICANT: STEVE HENRY, SMI GROUP XV, LLC CA2021-109

REQUEST: TEXT AMENDMENT TO RMC SECTION 23.28.030 – BUSINESS
USE DISTRICTS PERMITTED LAND USES.

LOCATION: CITYWIDE

REASON FOR REQUEST

Steve Henry, SMI Group XV, LLC has filed an application for a text amendment to RMC Section 23.28.030 - Business Use Districts Permitted Land Uses. The proposed amendment would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

ANALYSIS

Mini-warehouses, which are more commonly referred to as mini-storages have become a much sought-after form of development over the past 5 to 10 years. As the city has grown and become denser the need for places where individuals can store items has become increasingly popular. Currently, mini-warehouse facilities are only allowed within the following zoning districts; General Business (C-3), Medium Industrial (I-M) and Business and Commerce (B-C).

There are currently two (2) Business Research Park nodes within the city. Both areas are located in north Richland east of Stevens Drive. The smaller of the two nodes is located north of Spengler Street and extends north along Stevens Drive to just past Smartpark Street with the western boundary located approximately 1,000 – 1,400 feet west of George Washington Way. This node contains the Stevens Center facility and a number of residential units. The second area is much larger in size and extends north from University Drive and encompasses most of the land between Stevens Drive on the west and Columbia River to the east. This area contains the Port of Benton facilities, PNNL Campus as well as the Innovation Center apartments.

According to the applicant’s supporting narrative, “The B-RP zone is intended to promote areas where people can both live and work. There are both job centers and housing complexes present there that help to implement this goal. However, with higher density multi-family housing comes a need for mini warehouse facilities. Amending the

code to allow for mini warehouses in the B-RP zone would result in these types of facilities being in convenient proximity to housing centers, thereby providing a needed amenity to multi-family housing and working to support higher density housing and the needs of young professionals.”

During the Planning Commission’s workshop for this item held on November 10, 2021 it appeared that a majority of the commission was in favor of allowing a small portion of the overall land devoted to Business Research Park uses to be developed into mini-warehouses. As proposed, no more than 5% of the total land area within the B-RP district could be devoted to mini-warehouse uses. Planning Commission members were also concerned with ensuring that any proposed facilities would be safe. Staff recommends that proposed footnote 16.d be modified to read:

d. Mini warehouses shall be enclosed on all sides with a solid concrete or masonry wall at least 8’ in height.

Staff recommends removing the requirement for a landscape hedge as Section 23.28.060 already contains provisions for landscaping. Furthermore, requiring an 8’ tall solid wall will provide additional protection for patrons as well as provide screening from adjacent properties and/or roadways.

PUBLIC NOTICE/ COMMENTS

Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at official posting places and on the city’s official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.

Three (3) substantive comments were received from the public and/or governmental entities as of the date the staff report was prepared. Two (2) of the comments received are from the Richland Public Works Department and relate primarily to the proposal that is included with the application materials. While this information is good for the prospective developer to have, it does not pertain to the proposed code amendment and should not be considered while deliberating the proposed code amendment.

SEPA

The City of Richland issued a Determination of Non-Significance (DNS) on December 3, 2021 after utilizing the Optional DNS Process in WAC 197-11-355. No appeals of the DNS were received as of the date this staff report was prepared.

FINDINGS OF FACT

1. Over time the need for new uses changes within the City of Richland.
2. Steve Henry, SMI Group XV, LLC has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed text amendment would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business research Park (B-RP) Zone.

3. Currently, mini-warehouse facilities are only allowed within the General Business (C-3), Medium Industrial (I-M) and Business and Commerce (B-C) zones.
4. There are currently two (2) Business Research Park nodes within the city.
5. The Business Research Park (B-RP) zone is intended to promote areas where people can both live and work.
6. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
7. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
8. The City issued a SEPA Threshold Determination of Non-Significance on December 3, 2021.
9. Three (3) substantive comments were received as of the date the staff report was prepared.

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.

OTHER

Staff recommends that the Planning Commission review the proposed code amendments as to how they pertain to the Business Research Park (B-RP) Zone and whether or not the proposed amendments should be recommended to City Council for adoption. ***The Planning Commission should ignore the information that pertains to the applicant's specific project as the merits of the potential project are not up for consideration or debate at this time.***

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (CA2021-109) and recommend to the City Council adoption of a proposed code amendment to RMC Section 23.28.030.

ALTERNATIVES

1. Recommend approval of the amendment as proposed;
2. Recommend approval of the amendment, as modified by the Planning Commission.
3. Recommend denial of the amendment;

RECOMMENDED MOTION

I move that the Planning Commission recommend approval of the proposed amendment to RMC Section 23.28.03 as proposed by the applicant with a revision to

footnote 16.d to read: Mini warehouses shall be enclosed on all sides with a solid concrete or masonry wall at least 8' in height. This recommendation is based upon the above listed Findings of Fact and Conclusions of Law.

EXHIBITS

1. Application Materials
2. Draft Code Amendments
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Notice
5. Public Notice and Comments Received (if any)



Code Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

APPLICANT

☐ Contact Person

Company: SMI Group XV, LLC

UBI#:

Contact: Steve. Henry

Address: 1030 Battelle Blvd., Suite 102, Richland, WA 99354

Phone: (509) 375-9002

Email: SJHenry@smigroup.org

DESCRIPTION OF PROPOSED AMENDMENT

The proposed code amendment would permit mini warehouses as a permitted use within the Business Research Park (B-RP) zone, subject to specific criteria.

APPLICATION MUST INCLUDE:

1. Completed application and filing fee
2. SEPA Checklist (if necessary)
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE:

Section(s) of code proposed to be amended (include code citation):

Section 23.28.030 of the Richland Municipal Code to be amended to add "Mini-Warehouse" to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone, subject to the provisions of RMC 23.42.185 and to a proposed footnote #16 (see attached).

Summary of requested code amendment(s):

See attached draft code language.

Reason(s) for code amendment(s):

For a detailed explanation please see attached document titled: "Rationale for B-RP Code Amendment"

Is the proposed amendment consistent with the applicable provisions of the Comprehensive Plan? Is a Comprehensive Plan amendment necessary to implement the proposed amendment?

Yes, please refer to the attached document titled, "Proposed B-RP Code Amendment - Consistency with Comprehensive Plan".

Does the proposed amendment bear a substantial relation to the public health, safety, welfare and protection of the environment? Please explain:

Yes, the proposed code amendment would provide for a use that is needed within the B-RP zone and that would be compatible with other B-RP uses. It would generate tax revenue for the City and would provide needed development potential for land B-RP land owners. The amendment would not result in development that is more adverse to the environment than many other uses already permitted in the B-RP zone. A more complete discussion can be found in the attached "Rationale for B-RP Code Amendment" .

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application. The information provided in this application contains no misstatement of fact.
2. I am an owner(s), authorized agent(s) of an owner(s), or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW, or I am exempt from the requirements of Chapter 18.27 RCW.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Steven Henry

Applicant Signature:  Date 08/25/2021

Proposed B-RP Zoning Code Amendment – SMI Group XV, LLC

August 23, 2021

Is the proposed amendment consistent with the applicable provisions of the comprehensive Plan? Is a comprehensive plan amendment necessary to implement the proposed amendment?

No comprehensive plan amendment is needed to implement the proposed zoning code amendment. There are several goal and policy statements that support the proposed action. The City's Economic Development Plan identifies the close monitoring of zoning and land use as a key opportunity. The plan states: *"To ensure zoning is responsive to market conditions, it should be monitored periodically to evaluate potential hindrances. Working to concentrate development in areas with existing infrastructure and near job centers will be instrumental to optimize the City's funding."*

As noted in the attached presentation, the current Business Research Park zoning severely limits development opportunities for some B-RP landowners and has become a hindrance. The proposed amendment provides some relief for this circumstance.

Economic Development Goal #6 states: **Encourage vibrant mixed-use areas in Tri-Cities as destinations to live, work, and visit.** Policies 6 thru 8 read as follows:

Policy 6: Expand the range of options for housing in areas planned for higher density development.

Policy 7: Support development of higher density housing.

Policy 8: Attract young professionals by promoting their preferred types of job, housing, and entertainment options.

The B-RP zone is intended to promote areas where people can both live and work. There are both job centers and housing complexes present there that help to implement this goal. However, with higher density multi-family housing comes a need for mini warehouse facilities. Amending the code to allow for mini warehouses in the B-RP zone would result in these types of facilities being in convenient proximity to housing centers, thereby providing a needed amenity to multi-family housing and working to support higher density housing and the needs of young professionals.

Finally, Land Use Goal #2 states: **"Establish land uses that are sustainable and create a livable and vibrant community."**

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Mini warehouse facilities are a needed and desirable secondary or accessory use to higher density residential living. It is entirely appropriate to allow mini warehouse facilities near multi-family residential complexes. Doing so does make for a more livable community and takes advantage of the existing infrastructure network in a way that is consistent with this goal.

Proposed SMI Group XV LLC Code Amendment

August 23, 2021

Note: Proposed language changes shown in red, italicized, underlined type.

Chapter 23.28 BUSINESS ZONING DISTRICTS

Sections:

- 23.28.010 Purpose of business use districts.**
- 23.28.020 Business performance standards and special requirements.**
- 23.28.025 Enforcement of performance standards.**
- 23.28.030 Business use districts permitted land uses.**
- 23.28.040 Site requirements for business use districts.**
- 23.28.050 Parking standards for business use districts.**
- 23.28.060 Landscaping requirements.**

23.28.010 Purpose of business use districts.

A. The business research park use zoning classification (B-RP) is intended to provide locations for a range of business research and business park uses, including office and administrative uses, designed to be conducted wholly within enclosed buildings. It is also a purpose of this zoning classification to protect a portion of the existing industrial land base for research park facility development, which provides high-technology employment opportunities. Light manufacturing uses that complement the business park or research park use that are free from offense in the form of odor, dust, gas, fumes, smoke, soot, heat, glare, explosions, liquids, waste, noise, vibrations, and disturbances in this use district may be permitted if pertinent to the primary use. The business research park zoning classification provides opportunities for employment in modern, attractive buildings on well-landscaped sites which may be close to residential areas, thereby resulting in a reduction of travel time to and from work. Campus type developments that include several buildings with a mix of uses that are related to the primary businesses are encouraged. This zoning classification is intended to be applied to those portions of the city that are designated business research park under the city of Richland comprehensive plan.

B. The business and commerce use zoning classification (B-C) is intended to provide locations for a range of business and commerce uses, in a business park setting, where such uses are in close proximity to residential lands. It is also a purpose of this zoning classification to place appropriate use limitations and restrictions on business and commerce uses to ensure the

protection of nearby residential uses. Areas of restriction include such items as increased building setbacks, stringent landscaping standards, restrictions on outdoor storage, architectural controls, outdoor lighting standards and access controls. The business and commerce zoning classification provides opportunities for employment in modern, attractive buildings on well-landscaped sites which may be close to residential areas, thereby resulting in a reduction of travel time to and from work. Developments that include several businesses with integrated building architecture, landscaping, and infrastructure are encouraged. This zoning classification is intended to be applied to some portions of the city that are designated industrial under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02].

23.28.020 Business performance standards and special requirements.

A. B-RP Business Research. It is the intent of this section that:

1. Uses shall be conducted entirely within enclosed buildings;
2. On- and off-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places;
3. Public pedestrian access around and through a site is encouraged and should include clearly marked travel pathways from the public street, through parking areas, to primary building entries;
4. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to trail systems on adjacent sites; and
5. No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park shall be developed with commercial uses. The applicant proposing a commercial use shall identify the properties that he/she is relying on to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement to the city signed by the affected property owners consenting to the application for a commercial use.

B. B-RP Residential, Day Care and Preschool Standards.

1. Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of

six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland hearing examiner;

2. Detached single-family dwellings are prohibited unless:

a. Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and

b. Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;

3. Dwelling units may be incorporated into a building occupied by a nonresidential use;

4. No more than 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;

5. No site developed exclusively for residential uses shall exceed 10 acres in area;

6. No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds 20 acres in area;

7. Mixed use buildings that contain permitted uses (as identified in RMC 23.28.030) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;

8. Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;

9. Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or

communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;

10. Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and

11. The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.

a. Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:

i. The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;

ii. The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:

(A) Provisions for emergency notification;

(B) Identification of evacuation routes;

(C) Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;

iii. Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and

iv. Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.

b. Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:

- i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or
- ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.
- iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

C. B-C Business Commerce. It is the intent of this section that:

- 1. Uses shall be conducted primarily within enclosed buildings.
- 2. On-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places.
- 3. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to adjoining trail systems and public sidewalks.
- 4. Uses shall not inflict upon the surrounding properties smoke, dirt, glare, vibrations, or noise beyond the maximum permissible levels hereby established:
 - a. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any point on or beyond any lot line of the property on which the use is located.
 - b. Toxic and Noxious Gases. No emission which would be demonstrably injurious to human health, animals or plant life common to the region, on the ground at or beyond any lot line on which the use is located will be permitted. Where such emission could be produced as a result of accident or equipment malfunction, adequate safeguards standard for safe operation in the industry involved shall be taken. This shall not be construed to prohibit spraying of pesticides on public or private property in accordance with state regulations as set forth in WAC Title 173, as codified or as hereinafter amended.
 - c. Heat, Glare and Humidity (Steam). In the B-C district any activity producing humidity in the form of steam or moist air, or producing heat or glare shall be carried

on in such a manner that the heat, glare or humidity is not perceptible at any lot line on which the use is located. 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 on areas surrounding the B-C district. Artificial lighting shall be hooded or shaded so that direct light of high intensity lamps will not result in glare when viewed from areas surrounding the B-C district.

d. Fire and Explosive Hazards. The storage, manufacture, use, or processing of flammable liquids or materials which produce flammable or explosive vapors or gases shall be permitted in accordance with the regulations of the fire prevention code and the building code of the city of Richland as set forth in the International Building Code and International Fire Code as adopted by the city of Richland or as hereinafter amended.

5. Wherever the B-C zone is applied to any property or properties, there shall be site design standards put in place that shall regulate the appearance of buildings within the B-C district. This requirement for site design standards shall be met in one of the following ways:

a. The property or properties that are part of the B-C zone shall also be subject to the standards set forth in subsection (D) of this section; or

b. The property or properties that are part of the B-C zone shall be subject to private conditions, covenants, and restrictions as proposed by applicants for a zone change proposal. Said conditions, covenants and restrictions shall include site design standards that are deemed appropriate for the intended character, appearance and physical characteristics of the property or properties that are a part of the B-C zone and the immediate vicinity. Such conditions, covenants, and restrictions shall be recorded at the time the zone change ordinance is approved and shall be binding on all new development that occurs on the property or properties that are a part of the B-C zone. Such conditions, covenants, and restrictions shall not be amended without the approval of the city of Richland.

D. B-C Site Design Standards. The following standards apply to the design of buildings within the B-C zone:

1. Building Design.

a. Wall planes shall not run in one continuous direction for more than 60 feet without an offset or setback in the building face, unless the building face contains windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

b. At least 25 percent of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

c. Large buildings should have height variations to give the appearance of distinct elements.

d. Rooftop or outdoor mechanical equipment shall be fully screened from public view in a manner which is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.

e. Roof-mounted equipment should be painted a compatible color with the roof screen.

f. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.

g. Reflective glass is not permitted for glazing.

h. Buildings whose exterior surfaces are more than 50 percent comprised of metal, excluding roof surfaces, are not permitted.

2. Loading and Service Areas.

a. Truck docks and loading areas shall not be permitted on the side of the building that faces or abuts a public street.

b. Refuse areas and service areas shall be screened from view of the public street.

3. Site Lighting.

a. Lighting should be used to provide reasonable illumination for the security and safety of on-site areas such as parking, loading, shipping, and pathways.

b. Lighting shall be designed to minimize glare or objectionable effects to adjacent properties.

c. Site lighting poles shall not exceed 20 feet in height and shall direct the light downward.

d. Lighting sources shall be shielded from adjacent properties.

4. On-Site Utilities.

a. All site utilities shall be placed underground.

b. Pad mounted equipment shall be appropriately located and screened in a manner consistent with required access and safety requirements.

5. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, a property owner 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;

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. 07-11 § 1.01; Ord. 55-15 § 2; Ord. 48-17 § 3].

23.28.025 Enforcement of performance standards.

It is the intent of this section that:

A. If in the opinion of the administrative officials a violation of the performance standards in RMC 23.28.020 has occurred, the administrative official shall send a written notice of the violation to the owners of the property and the manager of the operation involved by certified mail. The manager or responsible person shall have 30 days to correct the violation, unless in the opinion of the administrative official there is imminent peril to the life and property of persons adjacent to the alleged violation, in which case the violation shall be corrected immediately.

B. Where determinations of violation can be made by the administrative official using equipment normally available to the city or obtainable without extraordinary expense, such determination shall be so made before notice of violation is issued.

C. Where technical complexity or extraordinary expense make it unreasonable for the city to maintain the personnel or equipment necessary to make the determination of violation, then the city shall call in properly qualified experts to make the determination. If expert findings indicate a violation of the performance standards, the costs of the determination shall be assessed against the properties or persons responsible for the violation in addition to the other penalties prescribed by this title. If no violation is found, cost of the determination shall be paid entirely by the city. [Ord. 28-05 § 1.02].

23.28.030 Business 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	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
<u>Mini-Warehouse</u>	<u>p^{2,16}</u>	P ²

Land Use	B-RP	B-C
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
Vehicle-Based Food Service	P ¹⁵	P ¹⁵
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P
Radio and Television Studios		P
Schools, Commercial	P	P

Land Use	B-RP	B-C
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		P ⁵
Churches		P ⁶
Clubs or Fraternal Societies		P ⁶
Cultural Institutions		P ⁶
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁷	P ⁷
Public Agency Buildings	P ⁷	P ⁷
Public Agency Facilities	P ⁷	P ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Residential Uses		
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10,11}	
Dormitories, Fraternities, and Sororities	S ⁸	
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P

Land Use	B-RP	B-C
Department Stores		P
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Convention Center	P	P
Farming of Land	P	P
Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

1. RMC 23.42.270

2. RMC 23.42.170

3. RMC 23.42.185

4. RMC 23.42.047

5. RMC 23.42.260

6. RMC 23.42.050

7. RMC 23.42.200

8. RMC 23.28.020(B)

9. RMC 23.42.080

10. RMC 23.42.110

11. RMC 23.18.025

12. Chapter 23.62 RMC

13. RMC 23.42.180

14. Permitted when located adjacent to a principal or minor arterial street as identified in Chapter 12.02 RMC, Street Functional Classification Plan.

15. RMC 23.42.325

16. Building design of mini-warehouses within the B-RP district shall conform to the following requirements:

a. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.

b. Exterior building surfaces shall be comprised of a mixture of building materials. Exterior wall surfaces shall not be primarily comprised of metal siding.

c. No more than 5% of the total land area within the B-RP district shall be devoted to mini-warehouse uses.

d. Mini warehouses shall be enclosed on all sides with a wall, landscape hedge or combination thereof at least 6' in height.

23.28.040 Site requirements for business 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	B-RP	B-C
Minimum Lot Area	None	None
Maximum Site Area (in acres)	Varies ¹	None
Minimum Density – Dwelling units/acre	6 units per acre	N/A
Average Density – Dwelling units/acre	8 units per acre	N/A
Minimum Front Yard Setback	Varies ²	Varies ³
Minimum Side Yard Setback	Varies ⁴	Varies ³
Minimum Rear Yard Setback	20 feet ⁵	Varies ³
Maximum Building Height – Main Building	55 feet ⁶	45 feet ⁷

1. Retail and service uses shall be clustered on sites no larger than five acres in size. Sites devoted exclusively to residential uses shall be located on sites no larger than 10 acres in size. Other permitted uses do not have a maximum site area.

2. The front yard setback area shall be landscaped. The front yard setback for all uses except residential uses shall be 25 feet. Residential uses shall maintain the following front yard setbacks:

a. Front yard to living area and/or side of garage: 10 feet.

b. Front yard to garage door: 20 feet.

c. Front yard to covered porch and/or deck: 10 feet.

3. The following minimum setbacks shall apply in the B-C zoning district:

a. Wherever a B-C zoned property abuts any property or properties that are a part of any PPF, SAG, R-1-12, R-1-10, R-2, R-2S, R-3 or residential PUD, a minimum building setback of 50 feet shall be provided, except that whenever a B-C zoned property abuts any property that is designated as single-family residential overlay within the Island View subarea plan, setbacks as set forth in subsection (c) of this footnote shall apply.

b. Where property lines of a parcel in the B-C district are not adjacent to properties located in other zoning districts, or are adjacent to a public right-of-way or to M-2, I-M, B-RP, or C-3 zoned properties, the following minimum yard requirements shall apply:

i. Front yard – 20 feet.

ii. Side yard – zero feet.

iii. Rear yard – zero feet.

c. Wherever a B-C zoned property abuts any property or properties that are part of a C-1, C-2, C-LB, CBD, WF or AG zones or wherever a B-C zoned property abuts any property that is designated as single-family residential overlay within the Island View subarea plan, the following minimum yard requirements shall apply:

i. Front yard – 20 feet.

ii. Side yard – 10 feet.

iii. Rear yard – 10 feet.

4. The side yard setback for all uses except commercial and residential uses is 20 feet. The side yard setback for multiple-family dwelling units is one foot of side yard per three feet of building height. The side yard setbacks for single-family detached dwelling units and an unattached side of attached dwelling units shall be five feet. The side yard setback for commercial uses is 20 feet when the adjoining property is developed with noncommercial uses and zero feet when the adjoining property is developed with commercial uses or a parking lot.

5. The rear yard setback for all uses except residential uses shall be 20 feet, except when commercial uses adjoin property that is developed with other commercial uses or a parking lot, then the rear yard setback shall be zero feet. Residential uses shall have a minimum rear yard setback of 10 feet.

6. Maximum Building Height. No building in a B-RP district shall exceed 55 feet in height. The planning commission may authorize an increase in building height to a maximum height of 100 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 at sufficient distance from the Columbia River to avoid creating a visual barrier. Exception: Private communications facilities may exceed the height limitation.

7. No building in a B-C district shall exceed 45 feet in height. The planning commission may authorize 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 would be situated in a fashion so as not to interfere with views from surrounding properties. Exception: Private communications facilities may exceed the height limitation.

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 20-09; amended during 2011 recodification].

23.28.050 Parking standards for business use districts.

Off-street parking space shall be provided in all industrial zones in compliance with the requirements of Chapter 23.54 RMC. [Ord. 28-05 § 1.02].

23.28.060 Landscaping requirements.

A. In the B-RP zoning district, the following minimum landscaping requirement applies: At least 25 percent of a business park shall be landscaped. Landscaped areas may incorporate pedestrian amenities such as meandering pathways or trails, street furniture such as benches, public art features or similar features. Specific parcels of property within a business park do not have to meet the required percentage of landscaping; provided, that the overall business park maintains the minimum landscaping requirement of 25 percent for all developed parcels within the park; provided further, that parking lot landscaping as required in RMC 23.54.140 and landscaping within a required front yard shall be required in all cases.

B. The following landscaping standards apply to the development of property within the B-C district.

1. All off-street parking areas designed for employee and/or customer parking shall be paved and shall meet the landscape standards set forth in RMC 23.54.140. Parking/loading dock areas designed for truck maneuvering, parking and/or loading shall meet the requirements for perimeter landscaping only. No interior landscaping for truck parking/loading areas shall be required.

2. Wherever a B-C zoned property abuts any property or properties that are a part of any PPF, SAG, R-1-12, R-1-10, R-2, R-2S, R-3 or residential PUD zone, a landscape buffer strip a minimum of 25 feet in width shall be provided, except that B-C zoned property that abuts any property or properties that are designated as single-family residential overlay within the Island View subarea plan shall be exempt from this requirement. Perimeter landscape strips required for off-street parking areas, as set forth in RMC 23.54.140, may be included within the required landscape buffer. Evergreen and deciduous trees, of which no more than 40 percent of the trees may be deciduous, shall be planted within the required landscape buffer. A minimum of five trees per 1,000 square feet of buffer area shall be required. The landscape buffer is intended as a screen, and need not completely obscure the development.

3. A landscape buffer strip a minimum of 10 feet in width shall be provided adjacent to any public right-of-way. Perimeter landscape strips required for off-street parking areas, as set forth in RMC 23.54.140, may be included within the required landscape buffer.
4. All areas not covered by buildings, paved parking areas or sidewalks or other pedestrian paths shall be landscaped.
5. All landscaped areas shall be served by an underground irrigation system or shall be provided with a readily available water supply with at least one outlet located within 150 feet of all plant material requiring irrigation.
6. All delivery truck and maintenance vehicle parking areas, all truck dock and loading areas, all refuse and service areas and all outdoor storage areas shall be screened by means of a sight-obscuring fence or sight-obscuring landscaping materials or a combination of landscaping and fencing materials that together create a six-foot-tall sight-obscuring screen. Outdoor storage shall not extend above the height of the sight-obscuring screen.
7. Landscaped areas may incorporate pedestrian amenities such as meandering pathways or trails, street furniture such as benches, public art features or similar features.
8. Wherever trees are required in landscape buffer strips, the following minimum standards shall apply: Evergreen trees shall be a minimum height of five feet at the time of planting. Deciduous trees shall be a minimum height of 10 feet at the time of planting. [Ord. 28-05 § 1.02; Ord. 20-09].

SMI GROUP XV, LLC - PROPOSED B-RP ZONING CODE AMENDMENT

Proposal

SMI Group XV, LLC ("SMI XV") is the owner of an 11.5-acre property located south of Smart Park and east of Garlick Boulevard within the Business Research Park (B-RP) zone. They are proposing to add mini-warehouses as a permitted use within the B-RP. This proposed amendment would also include a list of design criteria to ensure the aesthetics of any mini-warehouse project would remain compatible with adjacent B-RP uses. The proposed code amendment would give SMI XV a viable development project for their property, which they currently lack.

Slide 1: SMI GROUP XV, LLC - Property Vicinity Map



Purpose

RMC 23.28.010A identifies the purpose of the Business Research Park (B-RP) zone as follows:

- The business research park use zoning classification (B-RP) is intended to provide locations for a range of business research and business park uses, including office and administrative uses;
- It is also a purpose of this zoning classification to protect a portion of the existing industrial land base for research park facility development;
- Light manufacturing uses that complement the business park or research park uses that are free from offense in the form of odor, dust, gas, fumes, smoke, soot, heat, glare, explosions, liquids, waste, noise, vibrations, and disturbances in this use district may be permitted;
- The business research park zoning classification provides opportunities for employment in modern, attractive buildings on well-landscaped sites which may be close to residential areas, thereby resulting in a reduction of travel time to and from work.

History

The creation of the B-RP zone began in the early 2000's when the zone was formed to encompass the Science and Technology Park, which was first identified in the City's 1998 comprehensive plan. The zone was formed to encourage office and research park facility uses. To that extent, it has been successful. The expansion of the Pacific Northwest National Laboratories ("PNNL") campus has been the most significant development since then. There has also been considerable construction of office buildings housing a variety of DOE contractors engaged in various aspects of the Hanford cleanup operations. Additionally, there have been several housing projects built within the B-RP zone. However, development activity in the recent past has slowed significantly, with almost half of the total acreage within the B-RP zone remaining undeveloped.

Existing Uses within the B-RP Zone

Table 1 below is based on Benton County Assessor's data. Acreage totals are based on the 73 parcels that comprise the Business Research Park (B-RP) district. Some larger parcels are partially developed, so the areas of vacant and developed acreage were estimated using the measuring tools available on the Assessor's mapping program.

Table 1. Land Uses & Acreage Within the B-RP Business Research Park Zone

Land Use	Acreage	Percent of Total
Undeveloped	344	47.4%
Office ¹	319	44.2%
Residential ²	24.5	3.3%
Parking ³	16	2.2%
Landscaping ⁴	11	1.5%
Industrial ⁵	6	0.8%
Commercial ⁶	4	0.6%
Total	724.5	100.0%

¹Office category includes both administrative office uses and research facilities.

²Residential uses include University Condominiums, Sienna Sky Village, The Commons and The Lofts apartment complexes, and The Guest House at PNNL.

³Parking is typically provided on the same parcel as the primary use; however, in a few instances, a parking lot is located on a separate parcel with an office building located on an adjacent parcel. The acreage reported here reflects only the acreage of parcels entirely devoted to parking.

⁴Zoning requirements mandate that 25% of land area in the B-RP zone be landscaped. Most commonly, this requirement is met on a parcel-by-parcel basis, but a few parcels have been entirely set aside to meet the landscaping requirement. Listed is the acreage devoted entirely to landscaping.

⁵Industrial uses consist only of the Ingredion facility.

⁶Commercial uses include a restaurant, a day care and a Montessori School.

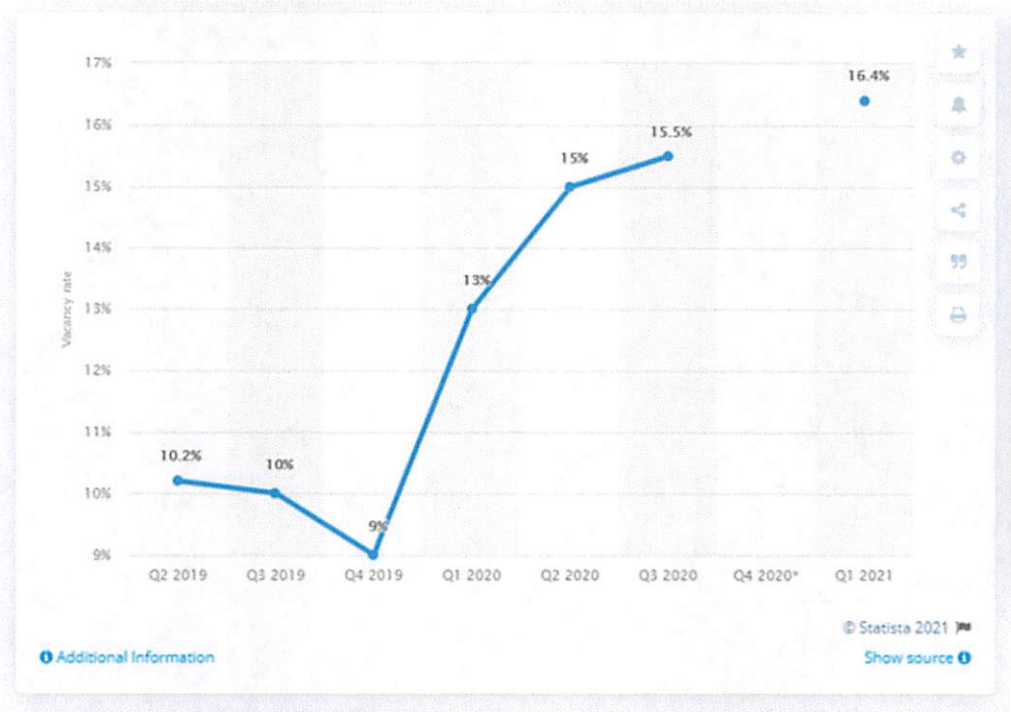
Potential for Future B-RP Land Uses

Although office uses are the predominant category within the B-RP zone, the potential for further office development is limited for the foreseeable future for the following reasons:

- A. The Department of Energy ("DOE"), whose contractors lease the great majority of office space within the B-RP zone, has determined that it will own its own office spaces in the future rather than lease them. This means that any new DOE office construction will take place on DOE property either inside or outside the B-RP zone. This has reduced new office construction, evidenced by there being no private office buildings constructed within the B-RP zone during the last six (6) years. Efforts are currently underway by the DOE to annex an additional 300 acres into the City of Richland, underlining their determination to build future facilities on their own land, rather than leasing.

- B. There are 212,558 square feet of office space currently available for lease in Richland and 213,184 square feet of office space for sale. There is overlap in these numbers because some properties are offered for both sale and lease. This large backlog of empty office properties will need to be filled prior to more office construction becoming feasible, which will take many years.
- C. The current economic circumstance reduces the potential for new office construction throughout the Tri-Cities. Nationally, the COVID pandemic has resulted in a huge increase in office vacancy rates illustrated on Slide 2.

Slide 2:
Office Vacancy Rates in the US from 2nd Quarter 2019 to 1st Quarter 2021



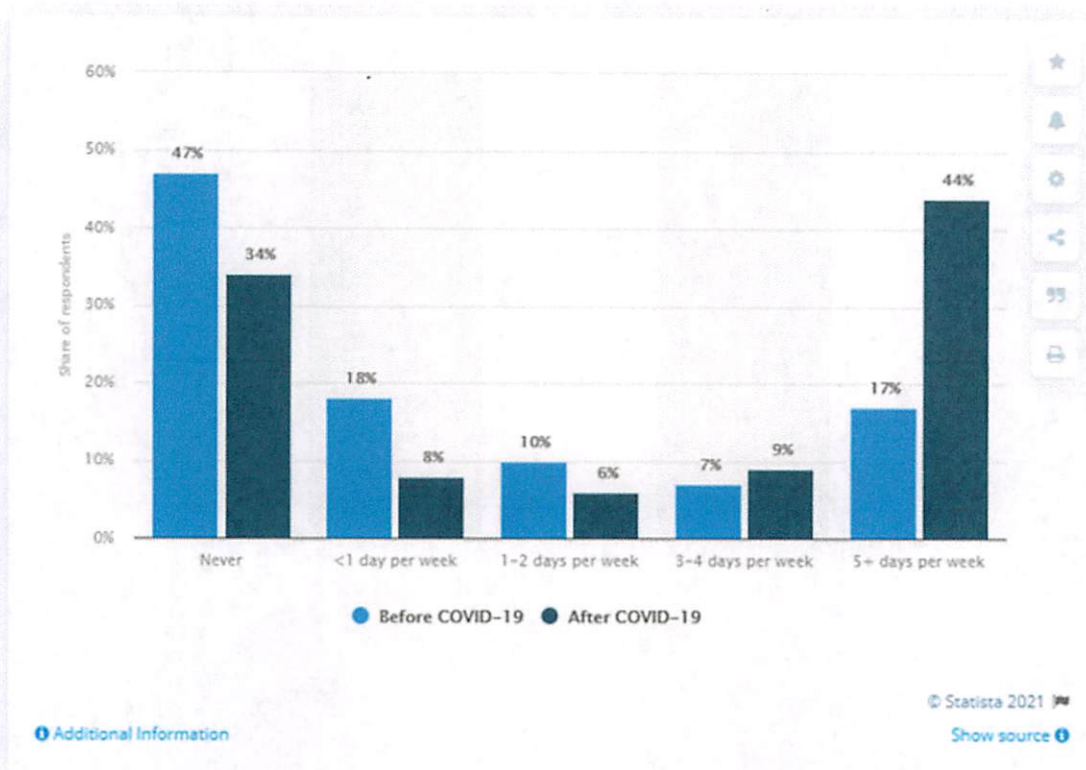
Source: Statista Research Department (5/31/21)

<https://www.statista.com/statistics/194054/us-office-vacancy-rate-forecasts-from-2010/>

Current office vacancy rates will take several years to recover before returning to pre-COVID conditions. Exacerbating this trend is the impact that COVID had on how work gets done in the office. Before the pandemic only 17% of U.S. employees worked from home full time, a share that increased to 44% during the pandemic.

- D. The long-term impact of the pandemic on the need for office space will not be known for some time, but both the current vacancy rates and number of employees who will continue to work from home in the future is trending toward a slowdown in demand for new office space as illustrated in Slide 3.

Slide 3:
Changes in Remote Work Trends due to COVID-19 in the U.S. in 2020



The decreased demand for new office space will be worse for properties within the B-RP zone since its relatively remote location in North Richland places it at a disadvantage to other more centrally located properties within the Tri-Cities market. The proximity of the B-RP zone to Department of Energy (DOE) operations makes the B-RP zone attractive to companies that support DOE functions, but since DOE has determined its new office spaces will be on DOE-owned lands, the likelihood that any new office uses would be built on privately owned B-RP zoned lands is slim.

A variety of other uses are allowed in the B-RP zone including residential, commercial and light industrial uses. Some residential projects have been constructed within the B-RP zone. Residential complexes within the zone are intended to provide housing opportunities for individuals who work within the B-RP zone or on the Hanford site, with the intent that commuter traffic volumes through Richland could be reduced. Residential use is intended to be accessory to and supportive of office park and business research park uses, limited to no more than 20% of the B-RP zoned land area or no more than 20% of a specific business park or master planned area per RMC 23.28.020(B)(4). Additionally, RMC 23.28.020(B)(5) limits the total amount of contiguous residential parcels to no more than 20 acres. Given SMI XV's ownership and the proximity of two residential projects

adjacent to their property, residential development is not an option under the current code.

Slide 4: Applicant SMI GROUP XV's Ownership



Some commercial use is allowed within the B-RP zone, generally limited to personal service uses, food services and gas station/mini marts. Restrictions listed in RMC 23.28.020(A)(5) limit commercial development to no more than 15% of the total current number of B-RP zoned acres. There has been little commercial development in this zone. Commercial uses located on separate parcels consist of a daycare, a restaurant and a Montessori School. Other commercial services have in the past been located within office complexes. While not located within the B-RP zone, a 5-acre commercial complex, known as University Square is located at the southeast corner of the intersection of Stevens Drive and University Drive and is immediately adjacent to B-RP zoned land. It has struggled to stay open, even before the pandemic began.

Given that these commercial buildings with good visibility and access from Stevens Drive struggle to attract enough business, other less visible properties within the B-RP zone would not be profitable as commercial uses. Further, the impact of office closures and employees working from home has reduced the number of potential customers that may otherwise choose to frequent commercial services located within the B-RP zone.

Light manufacturing is the also permitted in the B-RP zone but is not feasible due to the high cost of developing in the B-RP compared to other locations.

It is difficult to quantify comparative land values without the benefit of commercial land appraisals. However, the assessed values provided by the Benton County Assessor will give us an indication of the trends, keeping in mind that assessed valuation is generally lower than market value. Table 2 below shows that the average assessed values of several selected undeveloped properties within the B-RP zone exceeds \$130,000 per acre. Note that this table does not represent a comprehensive study of land values within the B-RP, but rather is a cross-sampling of small, medium and larger properties to demonstrate their relative values.

Table 2: Assessed Valuation of Selected Undeveloped Properties in the B-RP Zone

Owner	Acreage	Assessed value	Value/acre
Port of Benton Richardson Road	29.17	\$3,182,970	\$109,117
Port of Benton 2800 GW Way	9.86	1,322,870	134,165
Battelle Memorial Institute 524 3 rd Street	15.18	1,433,240	94,416
Croskrey Brothers 2910 George Washington Way	1.88	237,490	126,303
Croskrey Brothers 2930 George Washington Way	1.88	237,490	126,303
Sign Factice Care 411 Hills Street	1.68	350,540	208,654
Average Value/Acre			\$133,160

The Horn Rapids Business Park, located north of SR-240 and west of the B-RP lands, contains hundreds of acres owned by the City of Richland that are being offered for sale as part of its economic development efforts. The City had the area appraised in June 2021 so that it could set market value for these properties. Values of the land within the Horn Rapids Business Park vary depending upon the proximity of a specific site to major road frontage, access to rail, visibility from the highway and the presence of utilities. For properties less than 10 acres in size, valuation was set between \$65,000 and \$98,000 per acre. For sites larger than 10 acres, valuation was set between \$54,000 and \$65,000 per acre.

The absence of formal commercial land appraisals of B-RP parcels does not hinder us from concluding that even the highest per-acre property values within the Horn Rapids Business Park are significantly lower than the average per-acre assessed valuation of B-RP land. Therefore, land prices in the B-RP zone make development of light manufacturing uses unlikely.

Additionally, development standards imposed in the B-RP zone exceed those of the Medium Industrial (MI) zone within the Horn Rapids Business Park. The greatest negative impact is the requirement that a full quarter (25%) of the land area within a B-RP parcel must be devoted to landscaping (RMC 23.28.060(A)) contrasted with the landscaping requirements of the MI zone which are far less. The relatively higher land values in the B-RP zone, combined with stricter and

more costly aesthetic standards, will naturally steer light industrial development away from the B-RP zone.

The conclusion is that SMI Group XV LLC has property that it cannot feasibly develop with the uses that are allowed under the current B-RP regulations.

Land Ownership Patterns

Most of the B-RP zoned land is owned by just a few entities, as displayed in Table 3 below.

Table 3: Land Ownership within the B-RP Zone

Property Owner	Total Acres	Number of Parcels	Developed Acres	Undeveloped Acres
Department of Energy	246	7	190	56
Battelle Memorial Institute	155	12	83	72
Port of Benton	80	11	35	45
Innovation Center	89	5	11	78
Others	154	38	61	111
Totals	724	73	380	344

This is significant from a couple of perspectives. First, as outlined above, the Department of Energy (DOE) will direct any new construction of facilities in the future onto their own land. Expansion of the Pacific Northwest National Laboratory (PNNL) will occur within Battelle-owned and/or DOE lands. Given that there are approximately 128 acres of undeveloped land within the ownership of these two entities, the desired purposes of the B-RP zone will continue to be met; namely, land will be left available for future office use and for research park facility development.

Lands owned by the Port of Benton within the B-RP zone are located east of George Washington Way where they are generally further removed from residential uses. Given the Port's focus on promotion of economic development, its properties are the most likely locations for future light industrial uses as well as research park facilities.

Lands owned by the Innovation Center remain largely undeveloped but do contain two apartment complexes. Given the size of their land holdings, the Innovation Center has opportunities for more residential development and with their frontage along Stevens Drive, more opportunities for commercial development as well.

Demand for Mini Warehouse Uses

As discussed above, the opportunities for the applicants to develop their properties with uses permitted in the B-RP zone are limited at best. However, there are other land uses that are both

compatible with other B-RP land uses and are feasible under current market conditions. Mini warehouse facilities are lacking in the North Richland area, despite a significant increase in the number of housing units within the area over the past several years, especially multi-family units.

Slide 5: North Richland Apartment Locations



Within approximately one and a half miles of the applicant's site, there are a total of nine housing complexes with 952 dwelling units, as seen on Slide 5. Additionally, there are more apartment units planned to be built on the Washington State University campus and at Willow Pointe.

As housing prices increase, the trend is for higher density residential development, including multi-family complexes, townhomes, and single-family homes on smaller lots. This trend leads to an increased demand for mini warehouses, as more and more residents lack sufficient storage space within their residences or yards.

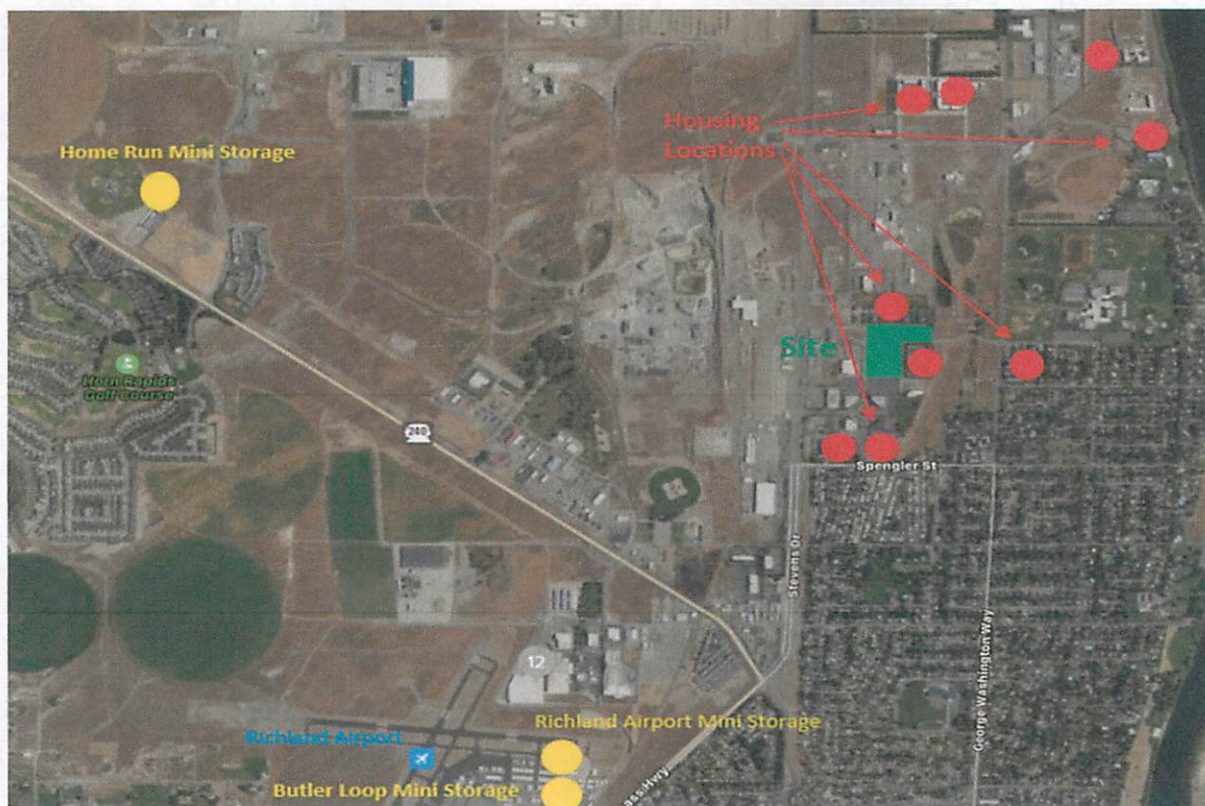
Within the B-RP zone, there is significant potential for additional residential development. B-RP zoning standards limit residential development to no more than 20% of the total acreage within the zone (760 total acres x 20% = 152). B-RP zoning standards also require an average density of 8 units/acre. If residential development were to be maximized within the B-RP zone, a total of 1,020 additional units could be constructed, significantly increasing the demand for mini warehouse uses.

Existing mini storage facilities, shown on Slide 6 below, are relatively far removed from the housing complexes in and adjacent to the B-RP zone. Two facilities are located within the Richland Airport and a third is located north of SR 240 and west of Queensgate Drive. Those three

facilities are the only operational mini storages located north of Van Giesen Street. The high demand for new mini storage is illustrated by the new Home Run Self Storage Complex located on Kingsgate Way, across SR 240 from the Horn Rapids residential community. That 156-unit facility currently has an occupancy rate of 100%.

Lands in the North Richland area that may accommodate mini storage facilities are the C-3 General Commercial and M-I Medium Industrial zones. While there is a huge inventory of vacant C-3 and M-I lands within the Horn Rapids Business Park, the great majority of this property is owned by the City of Richland. The City's goal is to sell the land for future uses that will create jobs. Mini warehouses do not fit this description and so the land will not be sold for that purpose. The result is that the potential for locating additional mini warehouses in North Richland is extremely limited.

Slide 6: Existing Mini Storage Facilities Serving the Business Research Park Area



Valuation of Mini Warehouse Uses

One possible concern regarding mini warehouse use is the amount of tax revenue that such facilities generate. Other more intensive uses of property, such as large office complexes within the B-RP zone can carry higher assessed valuations and consequently generate more tax revenue for the City. These facilities may result in improvement values over a \$1,000,000/acre. The table below shows the improvement value of existing mini storage facilities located in Richland. This list shows a variety of properties of differing ages and levels of quality. It includes some facilities that

are a mix of structures and open storage areas, while other facilities have only storage within enclosed structures. The table demonstrates that mini warehouses would generate values well in excess of \$560,000/acre.

Table 4: Assessed Valuation of Richland Mini Storages

Name	Zone	Acres	Land Value	Improvement Value	Total Value	Improvement Value/Acre
On Guard Mini Storage 55 Aaron Drive	C3	2.29	\$215,470	\$1,624,500	\$1,839,970	\$709,389
ABC Mini Storage 701 Aaron Drive	C3	2.79	252,790	2,010,000	2,262,790	720,430
Butler Loop Mini Storage 1985 Butler Loop	IM	2.7	219,050	793,890	1,012,940	294,033
Home Run Self Storage 2701 Kingsgate Way	IM	4.19	211,720	2,055,710	2,267,430	490,623
Queensgate Storage 2372 Jericho Road	C3	2.28	615,760	1,497,160	2,112,920	656,649
Tri Cities Self Storage 3869 Kennedy Road	BC	3.69	1,683,870	2,825,240	4,509,110	765,648
David & Sons Mini Storage 410 Wellhouse Loop	C3	2.06	263,520	991,670	1,255,190	481,393
Wellsian Way Mini Storage 104 Wellsian Way	C3	1.79	304,090	760,690	1,064,780	424,966
Average Improvement Value/Acre						\$567,891

The SMI Group's proposal to develop its 11.5-acre site with mini warehouses would result in an assessed improvement value of over \$6.5 million, based on valuation of existing facilities.

Tax revenue generated through a particular development is only part of the picture. The demand for city services generated by that development is also a critical piece. Mini warehouse uses create relatively low demands for services. For example, city water would be needed onsite for fire protection, but actual water use would be limited to landscape and a minor amount for the rental office. Sewer service would also be limited to rental office use. Electrical energy would be generally limited to lighting of the facility. Other B-RP uses such as office complexes and residences generate much higher demands for utility services and for emergency service protection. Other city services such as parks and recreational programs and the city library would not be impacted at all. The school district likewise would benefit from the increased tax base but would bear no new service costs generated from mini warehouses. Traffic generated by a mini warehouse would be much less than office complexes or residences and would not generally occur during peak commuter periods.

The conclusion is that mini warehouses would be beneficial to the City in terms of generating property taxes while resulting in relatively low service costs.

Mini Warehouse Compatibility with other B-RP Land Uses

Mini warehouses would be compatible with existing B-RP land uses in that mini warehouses:

- generate little noise and activity compared to other B-RP commercial, residential, office or light industrial uses;
- generate low traffic volumes and would not add traffic to the city street system during peak hours;
- located near residential uses would result in shorter trips and less vehicle miles of travel;
- are single story structures and so would have less visual impact than multi-story office or residential buildings that can extend up to 55 feet in height;
- would require fewer public services than many other B-RP uses. With no residents or employees on-site, emergency services such as police and ambulance calls would be less than for residential or office uses;
- would not place any demands on city park systems or public schools and only minimal demands on the city street system;
- are similar in nature in effect and appearance to other permitted B-RP uses such as outdoor storage and storage within an enclosed building; and
- would be available to serve adjacent and nearby residential communities, providing a conveniently located service.

Proposed Design Standards

As with all other B-RP uses, mini warehouses would need to meet standard setback requirements of a 25-foot front yard and 20-foot side and rear yards. Additionally, a minimum of 25% of a site would need to be landscaped. To ensure compatibility with adjacent land uses, the proposed code amendment would add the following criteria to ensure that appropriate aesthetics are maintained:

- Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.
- Exterior building surfaces shall be comprised of a mixture of building materials. Exterior wall surfaces shall not be primarily comprised of metal siding.
- Mini warehouses shall be enclosed on all sides with a wall, landscape hedge or combination thereof at least 6 feet in height.

Slides 7 through 9 below are architectural renderings and a conceptual site plan that demonstrate that mini warehouses can be attractive and are an appropriate use within the B-RP zone.

Finally, to ensure that mini warehouses do not become a land use that extends throughout the 760-acre B-RP zone, potentially displacing future office and research park uses, a limit on the amount of land developed with mini warehouses can be put into effect. Like residential uses,

which are capped at 20% of the B-RP land area and commercial uses which are limited to 15% of B-RP land area, mini warehouses could be limited to 5% or 38 acres of the B-RP land area.

Conclusion

Opportunities for development of SMI Group XV LLC properties in the B-RP zone are extremely limited. Mini warehouses in the B-RP zone would help to fill a backlog in demand in the North Richland area. The existing standards within the B-RP zone, together with the design standards proposed in the code amendment, will ensure that mini warehouses remain compatible with other B-RP land uses. Adding mini warehouses to the list of permitted uses would be beneficial to the property owners and residents of North Richland within the B-RP zone and would provide an economic benefit to the City that comes with increasing the tax base while producing only minimal impacts to City services.

Slides 7 & 8: Architectural Renderings



Slide 9: Conceptual Site Plan

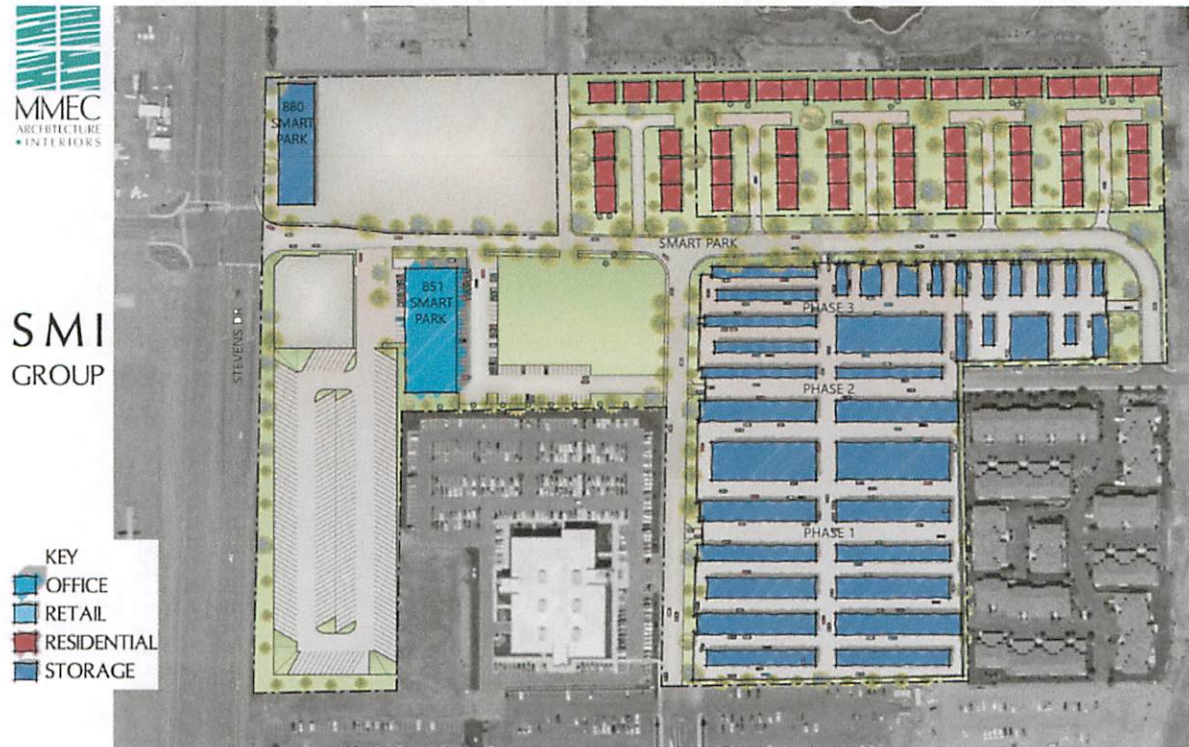


Exhibit 2

ORDINANCE NO. XXX-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 23.28.030 related to business use districts permitted land uses.

WHEREAS, the City has need, from time to time, to amend its development regulations to reflect allow new land uses; and

WHEREAS, mini-warehouses are not currently allowed within the Business Research Park (B-RP) district ; and

WHEREAS, on December 8, 2021, the Richland Planning Commission held a public hearing regarding a proposed amendment that would authorize mini-warehouses within the Business Research Park (B-RP) district; and

WHEREAS, the Richland Planning Commission recommends that the Richland City Council approve the proposed amendment by the applicant and adopt an amendment to the existing list of allowable land uses contained within RMC Section 23.28.030 – Business Use Districts Permitted Land Uses.

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

Section 1. Richland Municipal Code Chapter 23.28, entitled Business Use Districts Permitted Land Uses, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

Chapter 23.28

BUSINESS ZONING DISTRICTS

Sections:

- 23.28.010 Purpose of business use districts.
- 23.28.020 Business performance standards and special requirements.
- 23.28.025 Enforcement of performance standards.
- 23.28.030 Business use districts permitted land uses.
- 23.28.040 Site requirements for business use districts.
- 23.28.050 Parking standards for business use districts.
- 23.28.060 Landscaping requirements.

23.28.010 Purpose of business use districts.

A. The business research park use zoning classification (B-RP) is intended to provide locations for a range of business research and business park uses, including office and administrative uses, designed to be conducted wholly within enclosed buildings. It is also a purpose of this zoning classification to protect a portion of the existing industrial land base for research park facility development, which provides high-technology

employment opportunities. Light manufacturing uses that complement the business park or research park use that are free from offense in the form of odor, dust, gas, fumes, smoke, soot, heat, glare, explosions, liquids, waste, noise, vibrations, and disturbances in this use district may be permitted if pertinent to the primary use. The business research park zoning classification provides opportunities for employment in modern, attractive buildings on well-landscaped sites which may be close to residential areas, thereby resulting in a reduction of travel time to and from work. Campus type developments that include several buildings with a mix of uses that are related to the primary businesses are encouraged. This zoning classification is intended to be applied to those portions of the city that are designated business research park under the city of Richland comprehensive plan.

B. The business and commerce use zoning classification (B-C) is intended to provide locations for a range of business and commerce uses, in a business park setting, where such uses are in close proximity to residential lands. It is also a purpose of this zoning classification to place appropriate use limitations and restrictions on business and commerce uses to ensure the protection of nearby residential uses. Areas of restriction include such items as increased building setbacks, stringent landscaping standards, restrictions on outdoor storage, architectural controls, outdoor lighting standards and access controls. The business and commerce zoning classification provides opportunities for employment in modern, attractive buildings on well-landscaped sites which may be close to residential areas, thereby resulting in a reduction of travel time to and from work. Developments that include several businesses with integrated building architecture, landscaping, and infrastructure are encouraged. This zoning classification is intended to be applied to some portions of the city that are designated industrial under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02].

23.28.020 Business performance standards and special requirements.

A. B-RP Business Research. It is the intent of this section that:

1. Uses shall be conducted entirely within enclosed buildings;
2. On- and off-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places;
3. Public pedestrian access around and through a site is encouraged and should include clearly marked travel pathways from the public street, through parking areas, to primary building entries;
4. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to trail systems on adjacent sites; and
5. No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park shall be developed with commercial uses. The applicant proposing a commercial use shall identify the properties that he/she is relying on to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant

shall submit a written statement to the city signed by the affected property owners consenting to the application for a commercial use.

B. B-RP Residential, Day Care and Preschool Standards.

1. Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland hearing examiner;

2. Detached single-family dwellings are prohibited unless:

a. Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and

b. Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;

3. Dwelling units may be incorporated into a building occupied by a nonresidential use;

4. No more than 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;

5. No site developed exclusively for residential uses shall exceed 10 acres in area;

6. No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds 20 acres in area;

7. Mixed use buildings that contain permitted uses (as identified in RMC 23.28.030) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this

section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;

8. Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;

9. Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;

10. Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and

11. The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.

a. Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:

i. The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;

ii. The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:

(A) Provisions for emergency notification;

(B) Identification of evacuation routes;

(C) Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;

iii. Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and

- iv. Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.
- b. Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:
 - i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or
 - ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.
 - iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

C. B-C Business Commerce. It is the intent of this section that:

- 1. Uses shall be conducted primarily within enclosed buildings.
- 2. On-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places.
- 3. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to adjoining trail systems and public sidewalks.
- 4. Uses shall not inflict upon the surrounding properties smoke, dirt, glare, vibrations, or noise beyond the maximum permissible levels hereby established:
 - a. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any point on or beyond any lot line of the property on which the use is located.
 - b. Toxic and Noxious Gases. No emission which would be demonstrably injurious to human health, animals or plant life common to the region, on the ground at or beyond any lot line on which the use is located will be permitted. Where such emission could be produced as a result of accident or equipment malfunction, adequate safeguards standard for safe operation in the industry involved shall be taken. This shall not be construed to prohibit spraying of

pesticides on public or private property in accordance with state regulations as set forth in WAC Title 173, as codified or as hereinafter amended.

c. Heat, Glare and Humidity (Steam). In the B-C district any activity producing humidity in the form of steam or moist air, or producing heat or glare shall be carried on in such a manner that the heat, glare or humidity is not perceptible at any lot line on which the use is located. 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 on areas surrounding the B-C district. Artificial lighting shall be hooded or shaded so that direct light of high intensity lamps will not result in glare when viewed from areas surrounding the B-C district.

d. Fire and Explosive Hazards. The storage, manufacture, use, or processing of flammable liquids or materials which produce flammable or explosive vapors or gases shall be permitted in accordance with the regulations of the fire prevention code and the building code of the city of Richland as set forth in the International Building Code and International Fire Code as adopted by the city of Richland or as hereinafter amended.

5. Wherever the B-C zone is applied to any property or properties, there shall be site design standards put in place that shall regulate the appearance of buildings within the B-C district. This requirement for site design standards shall be met in one of the following ways:

a. The property or properties that are part of the B-C zone shall also be subject to the standards set forth in subsection (D) of this section; or

b. The property or properties that are part of the B-C zone shall be subject to private conditions, covenants, and restrictions as proposed by applicants for a zone change proposal. Said conditions, covenants and restrictions shall include site design standards that are deemed appropriate for the intended character, appearance and physical characteristics of the property or properties that are a part of the B-C zone and the immediate vicinity. Such conditions, covenants, and restrictions shall be recorded at the time the zone change ordinance is approved and shall be binding on all new development that occurs on the property or properties that are a part of the B-C zone. Such conditions, covenants, and restrictions shall not be amended without the approval of the city of Richland.

D. B-C Site Design Standards. The following standards apply to the design of buildings within the B-C zone:

1. Building Design.

a. Wall planes shall not run in one continuous direction for more than 60 feet without an offset or setback in the building face, unless the building face contains windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

- b. At least 25 percent of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas, or similar architectural features.
- c. Large buildings should have height variations to give the appearance of distinct elements.
- d. Rooftop or outdoor mechanical equipment shall be fully screened from public view in a manner which is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.
- e. Roof-mounted equipment should be painted a compatible color with the roof screen.
- f. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.
- g. Reflective glass is not permitted for glazing.
- h. Buildings whose exterior surfaces are more than 50 percent comprised of metal, excluding roof surfaces, are not permitted.

2. Loading and Service Areas.

- a. Truck docks and loading areas shall not be permitted on the side of the building that faces or abuts a public street.
- b. Refuse areas and service areas shall be screened from view of the public street.

3. Site Lighting.

- a. Lighting should be used to provide reasonable illumination for the security and safety of on-site areas such as parking, loading, shipping, and pathways.
- b. Lighting shall be designed to minimize glare or objectionable effects to adjacent properties.
- c. Site lighting poles shall not exceed 20 feet in height and shall direct the light downward.
- d. Lighting sources shall be shielded from adjacent properties.

4. On-Site Utilities.

- a. All site utilities shall be placed underground.
- b. Pad mounted equipment shall be appropriately located and screened in a manner consistent with required access and safety requirements.

5. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, a property owner 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;
- 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. 07-11 § 1.01; Ord. 55-15 § 2; Ord. 48-17 § 3].

23.28.025 Enforcement of performance standards.

It is the intent of this section that:

A. If in the opinion of the administrative officials a violation of the performance standards in RMC 23.28.020 has occurred, the administrative official shall send a written notice of the violation to the owners of the property and the manager of the operation involved by certified mail. The manager or responsible person shall have 30 days to correct the violation, unless in the opinion of the administrative official there is imminent peril to the life and property of persons adjacent to the alleged violation, in which case the violation shall be corrected immediately.

B. Where determinations of violation can be made by the administrative official using equipment normally available to the city or obtainable without extraordinary expense, such determination shall be so made before notice of violation is issued.

C. Where technical complexity or extraordinary expense make it unreasonable for the city to maintain the personnel or equipment necessary to make the determination of violation, then the city shall call in properly qualified experts to make the determination. If expert findings indicate a violation of the performance standards, the costs of the determination shall be assessed against the properties or persons responsible for the violation in addition to the other penalties prescribed by this title. If no violation is found, cost of the determination shall be paid entirely by the city. [Ord. 28-05 § 1.02].

23.28.030 Business 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	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
Mini-Warehouse	<u>P^{2,16}</u>	P ²
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		

Land Use	B-RP	B-C
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
Vehicle-Based Food Service	P ¹⁵	P ¹⁵
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P
Radio and Television Studios		P
Schools, Commercial	P	P
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		P ⁵
Churches		P ⁶
Clubs or Fraternal Societies		P ⁶
Cultural Institutions		P ⁶

Land Use	B-RP	B-C
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁷	P ⁷
Public Agency Buildings	P ⁷	P ⁷
Public Agency Facilities	P ⁷	P ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Residential Uses		
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10, 11}	
Dormitories, Fraternities, and Sororities	S ⁸	
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P
Department Stores		P
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P

Land Use	B-RP	B-C
Convention Center	P	P
Farming of Land	P	P
Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

1. RMC 23.42.270
 2. RMC 23.42.170
 3. RMC 23.42.185
 4. RMC 23.42.047
 5. RMC 23.42.260
 6. RMC 23.42.050
 7. RMC 23.42.200
 8. RMC 23.28.020(B)
 9. RMC 23.42.080
 10. RMC 23.42.110
 11. RMC 23.18.025
 12. Chapter 23.62 RMC
 13. RMC 23.42.180
 14. Permitted when located adjacent to a principal or minor arterial street as identified in Chapter 12.02 RMC, Street Functional Classification Plan.
 15. RMC 23.42.325
- [Ord. 28-05 § 1.02; Ord. 28-07; Ord. 07-11 § 1.02; Ord. 23-11 § 1.01; Ord. 43-17 § 1; Ord. 48-17 § 4; Ord. 07-19 § 8].

16. Building design of mini-warehouses within the B-RP district shall conform to the following requirements:

- a. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.
- b. Exterior building surfaces shall be comprised of a mixture of building materials. Exterior wall surfaces shall not be primarily comprised of metal siding.
- c. No more than 5% of the total land area within the B-RP district shall be devoted to mini-warehouse uses.
- d. Mini-warehouses shall be enclosed on all sides with a wall, landscape hedge or combination thereof at least 6' in height.

23.28.040 Site requirements for business 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	B-RP	B-C
Minimum Lot Area	None	None
Maximum Site Area (in acres)	Varies ¹	None
Minimum Density – Dwelling units/acre	6 units per acre	N/A
Average Density – Dwelling units/acre	8 units per acre	N/A
Minimum Front Yard Setback	Varies ²	Varies ³
Minimum Side Yard Setback	Varies ⁴	Varies ³
Minimum Rear Yard Setback	20 feet ⁵	Varies ³
Maximum Building Height – Main Building	55 feet ⁶	45 feet ⁷

1. Retail and service uses shall be clustered on sites no larger than five acres in size. Sites devoted exclusively to residential uses shall be located on sites no larger than 10 acres in size. Other permitted uses do not have a maximum site area.
2. The front yard setback area shall be landscaped. The front yard setback for all uses except residential uses shall be 25 feet. Residential uses shall maintain the following front yard setbacks:
 - a. Front yard to living area and/or side of garage: 10 feet.
 - b. Front yard to garage door: 20 feet.
 - c. Front yard to covered porch and/or deck: 10 feet.
3. The following minimum setbacks shall apply in the B-C zoning district:
 - a. Wherever a B-C zoned property abuts any property or properties that are a part of any PPF, SAG, R-1-12, R-1-10, R-2, R-2S, R-3 or residential PUD, a minimum building setback of 50 feet shall be provided, except that whenever a B-C zoned property abuts any property that is designated as single-family residential overlay within the Island View subarea plan, setbacks as set forth in subsection (c) of this footnote shall apply.
 - b. Where property lines of a parcel in the B-C district are not adjacent to properties located in other zoning districts, or are adjacent to a public right-of-way or to M-2, I-M, B-RP, or C-3 zoned properties, the following minimum yard requirements shall apply:
 - i. Front yard – 20 feet.
 - ii. Side yard – zero feet.

- iii. Rear yard – zero feet.
 - c. Wherever a B-C zoned property abuts any property or properties that are part of a C-1, C-2, C-LB, CBD, WF or AG zones or wherever a B-C zoned property abuts any property that is designated as single-family residential overlay within the Island View subarea plan, the following minimum yard requirements shall apply:
 - i. Front yard – 20 feet.
 - ii. Side yard – 10 feet.
 - iii. Rear yard – 10 feet.
 - 4. The side yard setback for all uses except commercial and residential uses is 20 feet. The side yard setback for multiple-family dwelling units is one foot of side yard per three feet of building height. The side yard setbacks for single-family detached dwelling units and an unattached side of attached dwelling units shall be five feet. The side yard setback for commercial uses is 20 feet when the adjoining property is developed with noncommercial uses and zero feet when the adjoining property is developed with commercial uses or a parking lot.
 - 5. The rear yard setback for all uses except residential uses shall be 20 feet, except when commercial uses adjoin property that is developed with other commercial uses or a parking lot, then the rear yard setback shall be zero feet. Residential uses shall have a minimum rear yard setback of 10 feet.
 - 6. Maximum Building Height. No building in a B-RP district shall exceed 55 feet in height. The planning commission may authorize an increase in building height to a maximum height of 100 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 at sufficient distance from the Columbia River to avoid creating a visual barrier. Exception: Private communications facilities may exceed the height limitation.
 - 7. No building in a B-C district shall exceed 45 feet in height. The planning commission may authorize 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 would be situated in a fashion so as not to interfere with views from surrounding properties. Exception: Private communications facilities may exceed the height limitation.
- [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 20-09; amended during 2011 recodification].

23.28.050 Parking standards for business use districts.

Off-street parking space shall be provided in all industrial zones in compliance with the requirements of Chapter 23.54 RMC. [Ord. 28-05 § 1.02].

23.28.060 Landscaping requirements.

A. In the B-RP zoning district, the following minimum landscaping requirement applies: At least 25 percent of a business park shall be landscaped. Landscaped areas may incorporate pedestrian amenities such as meandering pathways or trails, street furniture such as benches, public art features or similar features. Specific parcels of property within a business park do not have to meet the required percentage of landscaping; provided, that the overall business park maintains the minimum landscaping requirement of 25 percent for all developed parcels within the park; provided further,

that parking lot landscaping as required in RMC 23.54.140 and landscaping within a required front yard shall be required in all cases.

B. The following landscaping standards apply to the development of property within the B-C district.

1. All off-street parking areas designed for employee and/or customer parking shall be paved and shall meet the landscape standards set forth in RMC 23.54.140. Parking/loading dock areas designed for truck maneuvering, parking and/or loading shall meet the requirements for perimeter landscaping only. No interior landscaping for truck parking/loading areas shall be required.

2. Wherever a B-C zoned property abuts any property or properties that are a part of any PPF, SAG, R-1-12, R-1-10, R-2, R-2S, R-3 or residential PUD zone, a landscape buffer strip a minimum of 25 feet in width shall be provided, except that B-C zoned property that abuts any property or properties that are designated as single-family residential overlay within the Island View subarea plan shall be exempt from this requirement. Perimeter landscape strips required for off-street parking areas, as set forth in RMC 23.54.140, may be included within the required landscape buffer. Evergreen and deciduous trees, of which no more than 40 percent of the trees may be deciduous, shall be planted within the required landscape buffer. A minimum of five trees per 1,000 square feet of buffer area shall be required. The landscape buffer is intended as a screen, and need not completely obscure the development.

3. A landscape buffer strip a minimum of 10 feet in width shall be provided adjacent to any public right-of-way. Perimeter landscape strips required for off-street parking areas, as set forth in RMC 23.54.140, may be included within the required landscape buffer.

4. All areas not covered by buildings, paved parking areas or sidewalks or other pedestrian paths shall be landscaped.

5. All landscaped areas shall be served by an underground irrigation system or shall be provided with a readily available water supply with at least one outlet located within 150 feet of all plant material requiring irrigation.

6. All delivery truck and maintenance vehicle parking areas, all truck dock and loading areas, all refuse and service areas and all outdoor storage areas shall be screened by means of a sight-obscuring fence or sight-obscuring landscaping materials or a combination of landscaping and fencing materials that together create a six-foot-tall sight-obscuring screen. Outdoor storage shall not extend above the height of the sight-obscuring screen.

7. Landscaped areas may incorporate pedestrian amenities such as meandering pathways or trails, street furniture such as benches, public art features or similar features.

8. Wherever trees are required in landscape buffer strips, the following minimum standards shall apply: Evergreen trees shall be a minimum height of five feet at the time of planting. Deciduous trees shall be a minimum height of 10 feet at the time of planting. [Ord. 28-05 § 1.02; Ord. 20-09].

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

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2022.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

Exhibit 3



File No. EA2021-132

CITY OF RICHLAND **Determination of Non-Significance**

Description of Proposal: Text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

Proponent: SMI Group XV, LLC.
Attn: Steve Henry
1030 Battelle Blvd., Suite 102
Richland, WA 99354

Location of Proposal: The proposed text amendment would apply to all properties zoned Business Research Park (B-RP) within the City of Richland.

Lead Agency: City of Richland

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

() There is no comment for the DNS.

() This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

(X) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: December 3, 2021

Signature 

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

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

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: Zoning Code Amendment - Permitting Mini Warehouses in the B-RP zone
2. Name of applicant: SMI Group XV, LLC
3. Address and phone number of applicant and contact person:
Steven Henry, 1030 Battelle Blvd, Suite 102, Richland, WA 99354; (509) 375-9002

4. Date checklist prepared: August 23, 2021

5. Agency requesting checklist: City of Richland Development Services

6. Proposed timing or schedule (including phasing, if applicable):

Review of application will require public hearing before Planning Commission and ordinance adoption by City Council. Process is estimated to take at least 3 months.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Yes.

If successful, the applicants would construct a mini warehouse facility on their property.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No.

10. List any government approvals or permits that will be needed for your proposal, if known.

Approval from City of Richland for zoning code amendment.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Adding mini warehouse to the list of uses permitted in the Business Research Park zone, subject to a specific set of criteria. (See attached application.)

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Lands that are presently located within the City's Business Research Park zone include properties that are generally located east of Stevens Drive, north of University Drive to the northern boundary of the City's corporate limits and some properties located east of Stevens Drive and north of Spengler.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?

Not Applicable - Project Specific Question

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Not Applicable - Project Specific Question

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
Not Applicable - Project Specific Question
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
Not Applicable - Project Specific Question
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Not Applicable - Project Specific Question
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?
Not Applicable - Project Specific Question
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.
Not Applicable - Project Specific Question
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
Not Applicable - Project Specific Question
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

3. Water [\[help\]](#)

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Not Applicable - Project Specific Question

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Not Applicable - Project Specific Question

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not Applicable - Project Specific Question

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not Applicable - Project Specific Question

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not Applicable - Project Specific Question

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not Applicable - Project Specific Question

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not Applicable - Project Specific Question

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not Applicable - Project Specific Question

2) Could waste materials enter ground or surface waters? If so, generally describe.

Not Applicable - Project Specific Question

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not Applicable - Project Specific Question

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Not Applicable - Project Specific Question

c. List threatened and endangered species known to be on or near the site.

Not Applicable - Project Specific Question

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not Applicable - Project Specific Question

e. List all noxious weeds and invasive species known to be on or near the site.

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

5. **Animals** [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Not Applicable - Project Specific Question

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site.

Not Applicable - Project Specific Question

c. Is the site part of a migration route? If so, explain.

Not Applicable - Project Specific Question

d. Proposed measures to preserve or enhance wildlife, if any:

Not Applicable - Project Specific Question

e. List any invasive animal species known to be on or near the site.

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not Applicable - Project Specific Question

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not Applicable - Project Specific Question

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

- 1) Describe any known or possible contamination at the site from present or past uses.

Not Applicable - Project Specific Question

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not Applicable - Project Specific Question

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not Applicable - Project Specific Question

- 4) Describe special emergency services that might be required.

Not Applicable - Project Specific Question

- 5) Proposed measures to reduce or control environmental health hazards, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not Applicable - Project Specific Question

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Not Applicable - Project Specific Question

- 3) Proposed measures to reduce or control noise impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

8. **Land and Shoreline Use** [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Not Applicable - Project Specific Question

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Not Applicable - Project Specific Question

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not Applicable - Project Specific Question

- c. Describe any structures on the site.

Not Applicable - Project Specific Question

- d. Will any structures be demolished? If so, what?

Not Applicable - Project Specific Question

- e. What is the current zoning classification of the site?

Business Research Park

- f. What is the current comprehensive plan designation of the site?

Business Research Park

- g. If applicable, what is the current shoreline master program designation of the site?

Not Applicable - Project Specific Question

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Not Applicable - Project Specific Question

- i. Approximately how many people would reside or work in the completed project?

Not Applicable - Project Specific Question

- j. Approximately how many people would the completed project displace?

Not Applicable - Project Specific Question

- k. Proposed measures to avoid or reduce displacement impacts, if any:

Not Applicable - Project Specific Question

- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Criteria included in the proposed zoning code amendment does include provisions to ensure that mini warehouses would remain compatible with adjacent uses.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not Applicable - Project Specific Question

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not Applicable - Project Specific Question

- c. Proposed measures to reduce or control housing impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not Applicable - Project Specific Question

- b. What views in the immediate vicinity would be altered or obstructed?

Not Applicable - Project Specific Question

- b. Proposed measures to reduce or control aesthetic impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not Applicable - Project Specific Question

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not Applicable - Project Specific Question

- c. What existing off-site sources of light or glare may affect your proposal?

Not Applicable - Project Specific Question

- d. Proposed measures to reduce or control light and glare impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Not Applicable - Project Specific Question

- b. Would the proposed project displace any existing recreational uses? If so, describe.

Not Applicable - Project Specific Question

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

Not Applicable - Project Specific Question

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Not Applicable - Project Specific Question

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not Applicable - Project Specific Question

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Not Applicable - Project Specific Question

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Not Applicable - Project Specific Question

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not Applicable - Project Specific Question

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not Applicable - Project Specific Question

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Not Applicable - Project Specific Question

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not Applicable - Project Specific Question

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not Applicable - Project Specific Question

- h. Proposed measures to reduce or control transportation impacts, if any:

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Not Applicable - Project Specific Question

- b. Proposed measures to reduce or control direct impacts on public services, if any.

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

Not Applicable - Project Specific Question

- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

The proposed zoning code amendment is not be tied to a specific location. Future proposed mini warehouse projects would need additional SEPA review as a project action.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 
Name of signee Steven J. Henry
Position and Agency/Organization SMI Group XV, LLC
Date Submitted: Aug. 25, 2021

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

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

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

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

Mini warehouse use would not increase discharges to water, emissions to air, release of toxic substances or production of noise when compared to other uses permitted within the B-RP zone.

Proposed measures to avoid or reduce such increases are:

Development of mini warehouses would need to comply with existing storm water, air quality and noise regulations.

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

Impacts created by the construction of a mini warehouse on plants, animals and fish would not be different than other uses already permitted in the B-RP zone.

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

Specific proposals for mini warehouse use will need to be evaluated as a project action under SEPA.

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

Construction of mini warehouses would consume natural resources and require continuing energy use; however, the type and quantity of natural resources used would be less than other permitted uses within the B-RP zone.

Proposed measures to protect or conserve energy and natural resources are:

New construction would be built in accordance with the provisions of the Washington State Energy Code.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks,

wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

No, the proposal impacts lands that are located within the B-RP zone. These properties generally exclude environmentally sensitive areas, parks and prime farmlands.

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

Specific proposals to construct mini warehouses would be subject to further SEPA review as a project action.

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

The proposal would add to the list of uses permitted within the B-RP zone but the nature of mini warehouse use would remain compatible with other B-RP uses.

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

The proposal includes criteria to ensure land use impacts are mitigated, including landscaping and fencing standards and a limitation on the total number of acres within the B-RP zone that could be developed with mini warehouses.

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

In comparison to other uses permitted in the B-RP zone, mini warehouses would generate very low traffic volumes and would utilize lesser amounts of utilities and public services.

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

None are needed.

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

No known conflicts exist.



Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Richland – Development Services Dept.
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	☐ 60-Day Notice of Intent to Adopt Amendment. ☒ Request of Expedited Review / Notice of Intent to Adopt Amendment. ☐ Supplemental Submittal for existing Notice of Intent to Adopt Amendment. ☐ Notice of Final Adoption of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	☐ Comprehensive Plan Amendment. ☒ Development Regulation Amendment. ☐ Critical Areas Ordinance Amendment. ☐ Combined Comprehensive and Development Regulation Amendments. ☐ Countywide Planning Policy .



Department of Commerce

4. Description Enter a brief description of the amendment. Begin your description with "Proposed" or "Adopted", based on the type of Amendment you are submitting. Examples: "Proposed comprehensive plan amendment for the GMA periodic update." or "Adopted Ordinance 123, adoption amendment to the sign code." (Maximum 400 characters).	Proposed amendment to RMC Section 23.28.030 to add "Mini-Warehouse" to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone, subject to the provisions of RMC 23.42.185 and to a proposed footnote #16, which reads as follows: <i>16. Building design of mini-warehouses within the B-RP district shall conform to the following requirements:</i> <i>a. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.</i> <i>b. Exterior building surfaces shall be comprised of a mixture of building materials. Exterior wall surfaces shall not be primarily comprised of metal siding.</i> <i>c. No more than 5% of the total land area within the B-RP district shall be devoted to mini-warehouse uses.</i> <i>d. Mini-warehouses shall be enclosed on all sides with a wall, landscape hedge or combination thereof at least 6' in height.</i>
5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	☐ Yes ☒ No
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	Planning Commission: December 8, 2021 City Council: January 4, 2022 Proposed / Date of Adoption: January 18, 2022
7. Contact Information:	
A. Prefix/Salutation: (Examples: "Mr.", "Ms.", or "The Honorable" (elected official))	Mr.
B. Name:	Mike Stevens
C. Title:	Planning Manager
D. Email:	mstevens@ci.richland.wa.us
E. Work Phone:	(509)942-7596



Department of Commerce

F. Cell/Mobile Phone: <i>(optional)</i>	
Consultant Information:	
G. Is this person a consultant?	☐ Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	☐ Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

11/23/2021

Mr. Mike Stevens
Planning Manager
City of Richland
505 Swift Boulevard
Post Office Box 190
Richland, WA 99352

Sent Via Electronic Mail

Re: City of Richland--2021-S-3410--Request for Expedited Review / Notice of Intent to Adopt Amendment

Dear Mr. Stevens:

Thank you for sending the Washington State Department of Commerce (Commerce) the Request for Expedited Review / Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Steve Henry, SMI Group XV, LLC. has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

We received your submittal on 11/19/2021 and processed it with the Submittal ID 2021-S-3410. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 01/18/2022.

You requested expedited review under [RCW 36.70A.106\(3\)\(b\)](#). We have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team

Exhibit 5



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (CA2021-109 & EA2021-132)

Notice is hereby given that Steve Henry, SMI Group XV, LLC. has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a virtual public hearing and review of the application at 6:00 p.m., December 8, 2021. All interested parties are invited to attend and present testimony at the virtual public hearing. Those individuals wishing to speak at the public hearing will need to register by 4:00 p.m. on the date of the hearing by visiting the City of Richland’s website www.ci.richland.wa.us.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland website www.ci.richland.wa.us.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Thursday, December 2, 2021 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland website www.ci.richland.wa.us beginning Friday, December 3, 2021.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0050686

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

TRI - Legal Ads

Final Cost:

182.59

Payment Type:

Account Billed

User ID:

IPL0024915

ACCOUNT INFORMATION

CITY OF RICHLAND/LEGALS IP

625 SWIFT BLVD. MS-11

RICHLAND, WA 99352

509-942-7547

AccountsPayable@ci.richland.wa.us

CITY OF RICHLAND/LEGALS

TRANSACTION REPORT**Date**

November 22, 2021 7:20:32 PM EST

Amount:

182.59

SCHEDULE FOR AD NUMBER IPL00506860

November 28, 2021

Tri-City Herald

PREVIEW FOR AD NUMBER IPL00506860

**CITY OF RICHLAND
NOTICE OF APPLICATION, VIR-
TUAL PUBLIC HEARING, AND
OPTIONAL DNS**

Notice is hereby given that Steve Henry, SMI Group XV, LLC has filed an application for a text amendment to Richland Municipal Code (RMC) Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zoning District.

Pursuant to Richland Municipal Code (RMC) Section 19.20, the Richland Planning Commission will conduct a virtual public hearing and review of the application on **Wednesday, December 8, 2021 at 6:00 p.m.** All interested parties are invited to attend and present testimony at the virtual public hearing. Those individuals wishing to speak at the public hearing will need to register by 4:00 p.m. on the date of the hearing by visiting the City of Richland's website at www.ci.richland.wa.us.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland's website at www.ci.richland.wa.us.

Public Comments: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments

should be received no later than 5:00 p.m. on Thursday, December 2, 2021 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland's website www.ci.richland.wa.us beginning Friday, December 3, 2021.

Published: Sunday, November 28, 2021

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

Stevens, Mike

From: Bill Barlow <BBarlow@bft.org>
Sent: Monday, November 22, 2021 8:26 AM
To: Stevens, Mike
Subject: RE: City of Richland Code Amendment CA2021-109 & EA2021-132

Any such amendment should include a ten year term limit. Mini-storage is urban blight and does not usually atone to the highest and best use principles of Business Use District.

Regards, Bill Barlow

Bill Barlow

Planning and Service Development
Ben Franklin Transit
1000 Columbia Park Trail | Richland, WA 99352
O: 509.734.5104

Email to and from this address may be subject to public disclosure under the Washington State Public Records Act (RCW 42.56)

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Friday, November 19, 2021 11:46 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <BBarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; FormerOrchards@ecy.wa.gov; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcsbane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjddeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife

<rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson
<william.simpson@commerce.wa.gov>

Subject: City of Richland Code Amendment CA2021-109 & EA2021-132

EXTERNAL: This email originated from outside of Ben Franklin Transit. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached to this email is information related to a proposed code amendment within the City of Richland. Please review and submit comments back no later than 5:00 PM, Wednesday, December 8, 2021. The City of Richland is utilizing the Optional DNS Process outlined in WAC-11-355 and expects to issue a DNS for this code amendment. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Proposal: Steve Henry, SMI Group XV, LLC. has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

Thank you,



Mike Stevens

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

Stevens, Mike

From: Reathaford, Jason
Sent: Monday, November 22, 2021 8:23 AM
To: Stevens, Mike
Subject: RE: City of Richland Code Amendment CA2021-109 & EA2021-132

Hanford Street is a city street that currently dead-ends at the east side of this property. Development of this property will trigger the extension of Hanford Street. It will either have to be extended through to connect to another public roadway, or ended with a city standard cul-de-sac.

Thank you, Jason

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Friday, November 19, 2021 11:46 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; FormerOrchards@ecy.wa.gov; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcsbane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjddeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>
Subject: City of Richland Code Amendment CA2021-109 & EA2021-132

Attached to this email is information related to a proposed code amendment within the City of Richland. Please review and submit comments back no later than 5:00 PM, Wednesday, December

8, 2021. The City of Richland is utilizing the Optional DNS Process outlined in WAC-11-355 and expects to issue a DNS for this code amendment. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Proposal: Steve Henry, SMI Group XV, LLC. has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

Thank you,



Mike Stevens

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

Stevens, Mike

From: Deskins, John
Sent: Monday, November 22, 2021 9:36 AM
To: Stevens, Mike
Cc: DAlessandro, Carlo; Reathafor, Jason
Subject: RE: City of Richland Code Amendment CA2021-109 & EA2021-132

Mike,

It appears that Hanford Street was intended to run through to serve the future development. I think that it should be incorporated into any such development, say by creating a cul-de-sac and using it as one of the entrance points. We don't really want a dead with no way to sweep or turn around. This would be my preference.

Otherwise, I suggest that if they do not wish to do this that they reconfigure the intersection of SmartPark & Hanford so that it is a "Turn" rather than having a stop sign on the Smartpark approach. This would be a minimum. In a perfect world, they'd modify to our minimum radius and adjust the curbs accordingly having eastbound Hanford stop controlled in the middle of the curve.



John Deskins, PE
Traffic Engineer
City of Richland
(509) 942-7514

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Friday, November 19, 2021 11:46 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation

<Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; FormerOrchards@ecy.wa.gov; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcshane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>

Subject: City of Richland Code Amendment CA2021-109 & EA2021-132

Attached to this email is information related to a proposed code amendment within the City of Richland. Please review and submit comments back no later than 5:00 PM, Wednesday, December 8, 2021. The City of Richland is utilizing the Optional DNS Process outlined in WAC-11-355 and expects to issue a DNS for this code amendment. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Proposal: Steve Henry, SMI Group XV, LLC. has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

Thank you,



Mike Stevens
 Planning Manager
 625 Swift Blvd., MS-35 | Richland, WA 99352
 (509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

Stevens, Mike

From: Chris Sittman <CSittman@kid.org>
Sent: Thursday, December 2, 2021 2:06 PM
To: Stevens, Mike
Subject: RE: City of Richland Code Amendment CA2021-109 & EA2021-132

KID has no comments regarding this proposal!

Sincerely,

Chris D. Sittman
Engineering Dept./CAD Specialist
Kennewick Irrigation District
2015 S. Ely St.
Kennewick, WA 99337
Desk: 509-460-5435
Cell: 509-873-1123

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Friday, November 19, 2021 11:46 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbrberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; FormerOrchards@ecy.wa.gov; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <JMcShane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates

<s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; Seth Defoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>

Subject: City of Richland Code Amendment CA2021-109 & EA2021-132

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached to this email is information related to a proposed code amendment within the City of Richland. Please review and submit comments back no later than 5:00 PM, Wednesday, December 8, 2021. The City of Richland is utilizing the Optional DNS Process outlined in WAC-11-355 and expects to issue a DNS for this code amendment. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Proposal: Steve Henry, SMI Group XV, LLC. has filed an application for a text amendment to RMC Section 23.28.030 – Business Use Districts Permitted Land Uses. The proposed amendment to Section 23.28.030 would add “Mini-Warehouse” to the list of Business and Personal Service Uses that are permitted within the Business Research Park (B-RP) Zone.

Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-02, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code

Department:
City Manager

Ordinance/Resolution Number:
2022-02

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-02, amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with municipal practices and to eliminate ambiguities. The edits proposed in Ordinance No. 2022-02 reflect changes in organizational structure introduced by a change in city leadership. Primarily, the edits establish the position of deputy city manager to provide general administrative oversight to four city departments (public works, energy services, parks & public facilities, and development services) in order to reduce the city manager's span of control to allow greater focus on planning efforts and big-picture issues affecting the City. The edits also eliminate the administrative services director, transfer responsibility for the administrative services group to the assistant city manager, and establish human resources as a separate department under the direction of a human resources director.

Additional housekeeping efforts include creating a section of code that defines "officer of the city" to eliminate ambiguity surrounding Article VIII, Section 8.05 of the Richland City Charter related to oaths of office, and expanding the residency requirement for youth members of the Arts Commission and the Parks & Recreation Commission to include those who reside within the boundaries of the Kennewick School District and within Richland city limits. The city and school district boundaries do not align, and several Richland residents attend Kennewick schools. Further, the future will see a Kennewick School District high school located in the City of Richland.

Staff recommends approval of Ordinance No. 2022-02 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2022-02

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 2.04 OF THE RICHLAND MUNICIPAL CODE RELATED TO THE ADMINISTRATIVE CODE.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguities and align with current practices; and

WHEREAS, due to changes in staffing and organizational structure, updates to Title 2.04 RMC are necessary to bring the Richland Municipal Code into alignment with municipal operations.

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

Section 1. Chapter 2.04 of the Richland Municipal Code, entitled Administrative Code, as first enacted by Ordinance No. 125, and last amended by Ordinance No. 47-20, is hereby amended as follows:

Chapter 2.04 ADMINISTRATIVE CODE

Sections:

- 2.04.010 Purpose.**
- 2.04.020 Charter defined.**
- 2.04.030 City manager – Responsibilities.**
- 2.04.040 City manager – Duties.**
- 2.04.050 City manager – Administrative supervision.**
- 2.04.060 City manager – Administrative rules.**
- 2.04.070 City manager – Staff.**
- 2.04.080 City manager – Reports to the council.**
- 2.04.090 City manager – Absence or disability.**
- 2.04.100 Groups, departments, and officers established.**
- 2.04.105 Oaths of office.**
- 2.04.110 Boards, commissions and committees.**
- 2.04.115 Ad hoc citizens committees.**
- 2.04.120 Procedure for filling vacancies on boards, commissions, and committees.**
- 2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.**
- 2.04.126 Deputy city manager.**
- 2.04.127 *Repealed.***
- 2.04.128 Assistant city manager.**
- 2.04.130 City clerk.**
- 2.04.140 City attorney.**
- 2.04.150 *Repealed.***
- 2.04.155 Administrative services department.**

2.04.156 Human resources department.

2.04.160 Development services department.

2.04.161 Parks and public facilities department.

2.04.165 *Repealed.*

2.04.170 Public works department.

2.04.180 Energy services department.

2.04.200 *Repealed.*

2.04.205 Fire and emergency services department.

2.04.210 Police department.

2.04.220 *Repealed.*

2.04.260 Severability.

2.04.270 Interpretation.

2.04.010 Purpose.

This chapter is adopted pursuant to Article II, Section 2.07(K) of the Richland City Charter authorizing council to adopt an administrative code to govern the administration of the city, to create or eliminate departments, offices, and positions of employment not created by the Charter, and to determine the powers and duties of any department and office.

2.04.020 Charter defined.

“Charter” when used in this chapter means the Richland City Charter.

2.04.030 City manager – Responsibilities.

The city manager shall be the chief administrative officer of the general city government and shall supervise and be responsible for the effective management of the administrative and financial affairs of the city, and shall supervise all city departments and offices, except as otherwise provided by the Charter, general laws or ordinances. The city manager is responsible for the proper execution of the policies set by the city council and the enforcement of all laws and ordinances. The city manager is responsible to the city council for the efficient operation of all city departments and offices under the manager’s jurisdiction, and shall likewise be responsible to the city council for the economical conduct and operation of all city departments and offices under the manager’s jurisdiction.

2.04.040 City manager – Duties.

The city manager shall:

- A. Keep the council informed of the conditions and needs of the city;
- B. Make such reports and recommendations as the manager deems desirable or as may be requested by the council;
- C. Prepare and submit to the council the proposed annual budget for the city;
- D. Prepare and submit annually to the council a five-year capital expense budget;
- E. Control city expenditures so that actual expenditures do not exceed amounts available for expenditures;

F. Supervise the purchase, lease, rental, use, maintenance and assignment of city property required by the city;

G. Appoint, remove, suspend or discipline all officers and employees of the city under the city manager's jurisdiction, subject to the Charter, ordinances or general laws; provided, that this authority may be delegated by the city manager, in the city manager's discretion, to a department head or department director;

H. Fix and establish the number of employees in the various city departments and offices under the manager's jurisdiction and determine their duties and compensation, subject to the compensation plan and appropriations adopted by the city council;

I. Exercise all powers conferred by law upon the city but not specifically conferred upon any official or the city council;

J. Negotiate and sign, on behalf of the city, contracts duly authorized by the council or by ordinance and administer the provisions of such contracts;

K. Take or cause to be taken or recommend to the city council in the proper case all and every action necessary to protect the best interests and promote the welfare of the city;

L. Represent the city at meetings with other governmental units, agencies, commissions, and associations as deemed necessary or as directed by the city council;

M. Perform such other duties and have and exercise such other powers as may be prescribed by law.

2.04.050 City manager – Administrative supervision.

The city manager, in exercising general control over the administrative affairs of the general government of the city, shall deal insofar as it is possible through the administrative officers of the general government designated by this code, and except as otherwise provided by Charter or general law, all such officers shall be directly and exclusively responsible to the city manager, and to no other person or body, for the efficient or economical conduct of their respective departments and offices.

2.04.060 City manager – Administrative rules.

The city manager is authorized to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the city, outlining the general procedures for the administration of city activities under the city manager's jurisdiction, and may provide for a system of administrative regulations to be issued by the heads of the various departments and offices of the city's general government.

2.04.070 City manager – Staff.

The city manager may, within the limits of the annual budget adopted by the city council, appoint administrative assistants or designate employees of the city as such whose duties shall be to assist the city manager in such a manner as the city manager may designate and to conduct studies and research into the most advantageous administrative practices and other matters affecting the city, its government and its administration, the application of which will improve the administration of the city government. The city manager may, within the limits of the annual budget adopted by the

city council, determine appropriate staffing levels for the city manager's office and for the other departments and divisions of the city.

2.04.080 City manager – Reports to the council.

The city manager shall prepare and submit to the city council annually, at the close of each fiscal year, a complete report of the city's administrative activities and finances for the preceding year, which report shall be made available for public distribution. The city manager shall prepare and present such other reports as the city council may require or as the manager deems advisable. The city manager, as part of the adoption of the annual budget, shall provide to city council a current organizational chart.

2.04.090 City manager – Absence or disability.

In the event of an absence, suspension, or disability of the manager exceeding 60 calendar days, or if a vacancy should occur in the office, the council may designate a qualified administrative officer of the city to perform the duties of the office until the manager shall return to duty or until the appointment of a successor.

2.04.100 Groups, departments, and officers established.

Administrative services of the city shall be organized into departments and officers whose titles are created and established as follows:

Department/Office	Administrative Officer
City Manager's Office	City Manager
City Clerk's Office	City Clerk
City Attorney's Office	City Attorney
Administrative Services Department	<u>Assistant City Manager</u> Administrative Services Director
<u>Human Resources Department</u>	<u>Human Resources Director</u>
Development Services Department	Development Services Director
Parks & Public Facilities Department	Parks & Public Facilities Director
Public Works Department	Public Works Director
Energy Services Department	Energy Services Director
Fire and Emergency Services Department	Fire Chief
Police Department	Chief of Police

2.04.105 Oaths of office.

For purposes of Article VIII, Section 8.05 of the Richland City Charter, an "officer of the city" means all elected officials, the city manager, any assistant and/or deputy city manager(s), all administrative officials established in RMC 2.04.100, and all general authority Washington peace officers in the Richland Police Department.

2.04.110 Boards, commissions and committees.

A. Boards, Commissions and Committees Created. There shall be boards, commissions and

committees as defined in this title and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances.

B. Applicability. This section shall apply to all boards, commissions and committees except the firemen's pension board and the police relief and pension board.

C. Officers, Liaisons, Staff Assistance.

1. Officers. The board, commission or committee shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.

2. Council Liaisons. Except as otherwise provided in this title, all boards, commissions and committees shall have a liaison appointed from the council who shall serve consistent with RMC 2.04.125(A).

3. Staff Liaisons. The administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as a staff liaison to that board, commission or committee. To the extent such communication is warranted, the staff liaison is responsible for facilitating communication between the assigned board, commission or committee and city employees, consultants, contractors, customers, applicants, city manager, city council, and members of the public.

4. Liaisons shall not be members of the board, commission or committee to which they are appointed and shall fulfill the role of facilitation and transfer of information between the respective board, committee and commission.

D. Membership.

1. Appointment. All board, commission and committee members shall be appointed by the council. The appointment procedure referenced in RMC 2.04.120 shall be used to recruit and evaluate candidates for appointment.

2. Compensation and Political Affiliation. All board, commission and committee members shall serve without compensation and without regard to political affiliation.

3. Membership Limitations. Excepting the personnel committee, a board, commission or committee member is limited to membership on two boards, commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months. See RMC 2.28.125 for limitations on members of the personnel committee.

E. Residency Qualification. Except as provided herein, all board, commission and committee members shall reside within Richland city limits, both at the time of appointment and for the duration of the member's term. Youth members of the arts commission and the parks and recreation commission must reside within the boundaries of the Richland School District [or the Kennewick School District within Richland city limits.](#) Members of the lodging tax advisory committee and economic development committee must be corporate citizens of Richland. Three

members of the Americans with disabilities citizens review committee may reside outside Richland city limits.

F. Term Limits. Except for the library board and personnel committee, all board, commission and committee members shall serve no more than 12 consecutive years on the same commission or committee. See RCW 27.12.190 for library board terms and RMC 2.28.125 for personnel committee terms. With the exception of the library board of trustees, the council may waive this limitation for any member of any board, commission or committee by majority vote. All board, commission and committee members shall continue to serve until their successors are appointed by the council.

G. Removal.

1. A board, commission or committee may, by majority vote, recommend to the council that an appointed member be removed upon such grounds as may be deemed appropriate by the board, commission or committee. The council shall take action to approve or deny the recommendation.

2. The council may, on its own motion and by majority vote, remove any appointed member of a board, commission or committee upon such grounds as it may deem appropriate and declare the position vacant.

3. A commission or committee member shall be removed upon absences from three consecutive regular meetings or four regular meetings within a 12-month period. For purposes of this subsection, workshops are excluded from the definition of “regular meeting.”

H. Vacancies.

1. Vacancies occurring other than by expiration of a term shall be filled for any unexpired term in the manner used for regular appointments. For purposes of determining the number of terms served by a member, service in excess of one year shall qualify as a full term.

2. If a member’s residence status changes during his or her term such that the member no longer complies with the residency qualification, the member must immediately vacate his or her position on the board, commission or committee.

3. Vacancies shall be filled using the appointment procedure referenced in RMC 2.04.120.

I. Training. Each new board, commission and committee member shall take the state-required open government training within 90 days of appointment. Board, commission and committee members are required to repeat this training every four years. This training shall be coordinated and monitored for compliance by the city clerk’s office.

J. Expenditures. Any approved expenses incurred by a board, commission or committee shall be paid from the affiliated department’s annual budget.

K. Open Meetings – Executive Session. All meetings shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.

L. Parliamentary Procedure. Boards, commissions and committees shall follow Robert’s Rules of Order when conducting meetings and making decisions.

M. Quorum – Voting – Tie.

1. Quorum. Except for the lodging tax advisory committee, a majority of any members of a board, commission or committee present at a meeting shall constitute a quorum allowing for the transaction of business. Quorum for the lodging tax advisory committee shall be as provided in RMC 2.15.030(B).

2. In the event of a vacancy or vacancies, the majority of any of the remaining members shall constitute a quorum for the transaction of business; provided, however, that at least three members must be present to constitute a quorum of the planning commission, library board and the Americans with disabilities citizens review committee.

3. A majority vote of the quorum shall be sufficient to accomplish an action; provided, however, that board of adjustment, library board and code enforcement board action requires at least three affirmative votes of those present.

4. Members not present for a hearing held by the board, commission or committee shall not participate in the decision unless the member first reads and reviews the full record made at the hearing.

5. All members present participate in a vote, including youth members and the chair, unless a member has recused himself or herself due to a real or apparent conflict of interest or has been disqualified based on an appearance of fairness concern. In the case of a tie vote, the action fails. Members must be present at the meeting to participate in a vote.

N. Records. All boards, commissions, committees and ad hoc committees shall prepare, for each meeting, special meeting or workshop, an agenda and agenda packet for publication on the city's website. Meeting minutes shall be prepared for each meeting and, once approved, shall be published on the city's website. All agendas, agenda packets and meeting minutes shall be prepared pursuant to the procedures adopted by the city. Such records shall be maintained according to the state-mandated retention schedule and the city's established retention policies. All records shall be open to public inspection.

2.04.115 Ad hoc citizens committees.

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

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

1. A written statement of purpose for the committee.
2. A written description of recommendations which the council expects from the committee.
3. The specific due date of material and recommendation back to the council.
4. An estimated date of completion of the committee assignment.
5. The number of members that shall be on the committee and a statement of qualifications required of committee members.

6. If special circumstances warrant the inclusion of one or more councilmembers as voting members of the committee, the motion shall provide justification for so doing.

B. Other Applicable Rules.

1. The council, through the city manager, will provide oral or written statements to nominated members of the ad hoc committee relating the purpose of the committee, a description and due date of recommendations back to the council and the anticipated date of completion of the committee assignment.

2. Ad hoc committee members shall normally be nominated by members of the city council. Appointment of ad hoc committee members shall be by majority vote of the city council.

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

4. *Repealed by Ord. 03-20.*

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

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

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

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

2.04.120 Procedure for filling vacancies on boards, commissions, and committees.

The procedure for filling vacancies on boards, commissions and committees shall be kept on file with the city clerk's office and made available for public inspection upon request and by posting on the city's website.

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

Biennially, generally at the first workshop after newly elected councilmembers take office, the council shall choose from among its members those who will serve as council liaisons to the various boards, commissions, committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. The recommendations generated during the workshop will be presented by resolution to the full city council for approval. Each assignment to a board, commission, committee, or outside agency shall be assigned a category which shall be defined as follows:

A. Liaison Assignment to City of Richland Boards, Commissions and Committees. A councilmember shall not be a voting member of the board, commission or committee and shall participate only to a limited degree. The councilmember's purpose is primarily to communicate council policy to the board, commission or committee and to take back to the council

recommendations and questions. The councilmember shall also gather information about the boards, commissions or committees and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of boards, commissions or committees to which they are assigned.

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

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

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

E. Assignment to Local, Regional, State, National or International Boards/Commissions and Committees Relating to City or Council Business – Member/Officer. Councilmembers who seek membership, election or reelection for office in local, regional, state, national or international boards/commissions and committees relating to city or council business must, prior to the workshop, submit a request for consideration during the council assignments discussion. Where circumstances require travel outside the local area at city expense, the councilmember shall adhere to RMC 1.01.040.

F. The category of each assignment signals the level of participation required of the councilmember as to each organization or board to which the councilmember is assigned. A roster reflecting the category of each assignment will be kept on file in the city clerk's office.

2.04.126 Deputy city manager.

The deputy city manager, under the direction of the city manager and subject to the provisions of the Charter and general laws, shall provide general administrative oversight of the development services department, parks & public facilities department, public works department, and energy services department, and perform other duties as assigned not inconsistent with the position of deputy city manager.

2.04.127 Deputy city manager for community and development services.

Repealed by Ord. 47-20.

2.04.128 Assistant city manager.

An assistant city manager may be appointed by the city manager and shall have such duties as shall be assigned to him or her by the city manager. The office of assistant city manager may, at the direction of the city manager, be combined with the office of any city official described in the city code.

2.04.130 City clerk.

The city clerk, subject to the provisions of the Charter, general laws and ordinances, shall be responsible for the publication, filing, indexing and safekeeping of all the records of all the proceedings of the council; record and certify all ordinances and resolutions; serve as custodian of the city seal and official city records; prescribe and furnish sample forms for all petitions provided for by Charter and ordinances; serve as registrar of voters for the city, and keep and maintain all election records and have custody of all property in connection with elections and perform such other duties in relation to registration of voters and elections as required by Charter and general law; publish all legal notices unless otherwise provided by general law or ordinance; and perform other duties as may be required by the Charter, the general laws, ordinances, the city council, or the city manager. The city clerk shall attend all meetings of the council and keep a permanent journal of its proceedings.

2.04.140 City attorney.

The city attorney, subject to the provisions of the Charter and general laws, shall advise and assist in the preparation of, and prepare in final form and review for legal correctness, all ordinances, resolutions and regulations; prepare and review for legal correctness all contracts, bonds, franchises and other instruments to which the city is a party; attend all regular and special council sessions unless excused by the city manager; advise the council, the city manager, all department heads and other administrative officials and all boards, commissions and committees as to the legality of any proposed action; be responsible for all prosecutions for violations of ordinances, unless the manager, with the approval of the council, otherwise provides; represent the city in all legal proceedings in which the city is a party or has an interest, before any court or judicial, administrative or other tribunal, unless the manager, with the approval of the council, otherwise provides; settle or compromise, with the approval of the council, claims or suits at law or in equity to which the city may be a party; and preserve in the office of the city attorney copies of all legal opinions rendered.

2.04.150 Administrative services group.

Repealed by Ord. 47-20.

2.04.155 Administrative services department.

The administrative services department, under the direction of the [assistant city manager](#), ~~administrative services director~~, shall be responsible for internal city services such as purchasing, warehousing, equipment maintenance, fleet management, ~~human resources~~, licensing and taxation, and all finance functions including financial and utility reporting, budget, and cash and investment management including debt financing.

2.04.156 Human resources department.

The human resources department, under the direction of the human resources director, shall direct and administer the City's personnel program in accordance with the Charter, state and federal laws, and established best practices; maintain proper records of examinations, appointments, removals, leaves of absence, and other significant events in the service of all employees in the classified service and provide administrative support to the City's Personnel Committee; recruit personnel; and perform other duties as may be required by the Charter, the general laws, ordinances, or the city manager. The term "human resources director" has the same meaning as the term "personnel officer" in the Charter.

2.04.160 Development services department.

The development services department, under the direction of the development services director, shall be responsible for land use planning, development, permits, building inspections, redevelopment and neighborhood improvement, and business and economic development.

2.04.161 Parks & public facilities department.

The parks & public facilities department, under the direction of the parks and public facilities director, shall be responsible for construction and maintenance of certain city facilities, implementation of recreation and enrichment programs for citizens of all ages, physical park planning, maintenance of park areas and related facilities, library, municipal golf, and such other duties as may be assigned.

2.04.165 Utility and public works group.

Repealed by Ord. 47-20.

2.04.170 Public works department.

The public works department, under the direction of the public works director, shall be responsible for engineering and utility operations of water, sewer, stormwater, and solid waste, transportation planning, and road maintenance.

2.04.180 Energy services department.

The energy services department, under the direction of the energy services director, shall be responsible for the provision of energy services.

2.04.200 Public safety group.

Repealed by Ord. 47-20.

2.04.205 Fire and emergency services department.

The fire and emergency services department, under the direction of the fire chief, shall be responsible for emergency medical services, fire prevention, fire operations and fire training.

2.04.210 Police department.

The police department, under the direction of the chief of police, shall be responsible for patrol, investigations, code enforcement and community relations.

2.04.220 Benton County emergency services department.

Repealed by Ord. 47-20.

2.04.260 Severability.

The invalidity of any chapter, section, subsection, provision, clause or portion thereof, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance codified herein or the validity of its application to other persons or circumstances.

2.04.270 Interpretation.

A. Conflicts. In any case where the change of department or position title causes a question or conflict in the responsibility or function to be administered, the city manager shall review the matter and clarify the assignment of responsibility among the departments and officials established by this chapter.

B. Salaries. In cases of reassignment of duties or establishment of positions, the city manager shall review the responsibilities and recommend appropriate salary ranges or adjustments as a part of the annual budget process. Where individuals are assigned temporary acting responsibilities significantly different from their present responsibilities, the city manager, within existing budgetary appropriations, may make interim compensation adjustments as allowed under the personnel rules.

C. Benefits. Notwithstanding the current compensation plan for unaffiliated employees, the city manager, within existing budgetary appropriations, is authorized to approve provision of benefits as provided herein to limited term employees when such employees are hired for the specific purpose of supporting a recognized project-based initiative. Access to medical, dental, vision, deferred compensation, paid time off/sick leave and all other benefits for a limited term employee shall be on the same terms and conditions as they are made available to unaffiliated city employees. The city manager shall determine when a city project qualifies as a recognized “project-based initiative” such that this section applies. Nothing herein shall be construed so as to require the city manager to approve provision of such benefits to any limited term employee. In the event of a conflict between this section and any other section in this title, this section shall prevail.

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

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener’s errors/clerical errors, section numbering, references, or similar mistakes of form.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: January 4, 2022
Second Reading: January 18, 2022
Date Published: January 23, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-08, Authorizing the Relinquishment of an Electrical Easement in Siena Hills

Department:
Public Works

Ordinance/Resolution Number:
2022-08

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-08, authorizing the relinquishment of an electrical easement in Siena Hills.

Summary:

The developer of Siena Hills, Richland Properties, LLC, has requested the relinquishment of a certain portion of a utility easement initially obtained for electric utility purposes. The portion in question is no longer needed for municipal purposes because the electric utilities have been relocated to accommodate recent subdivision efforts.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On January 16, 2022, notice was published that a public hearing would be held on January 18, 2022 to take public testimony regarding this surplus action. Barring any compelling testimony to the contrary, staff recommends adoption of Resolution No. 2022-08.

Fiscal Impact: Cost of recording will be paid by the applicant.

Attachments:

- I. Resolution No. 2022-08

RESOLUTION NO. 2022-08

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF AN ELECTRICAL EASEMENT
LYING WITHIN SIENA HILLS.**

WHEREAS, the developer of Siena Hills, Richland Properties, LLC, has requested relinquishment of a certain portion of a public utility easement initially intended for electric utility purposes; and

WHEREAS, the requested easement, as depicted by bold lines on **Exhibit A**, was recently platted over; and

WHEREAS, the requested easement is no longer needed for municipal purposes because the electric utilities have been relocated to accommodate the recent platting; and

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

WHEREAS, on January 16, 2022, notice was published that a public hearing would be held on January 18, 2022 to take public testimony regarding this surplus action.

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

A portion of an electrical easement dedicated to the City of Richland and lying within Siena Hills, and recorded under Benton County Auditor's File No. 2014-006658, as depicted on **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to release the City's interest in the specific portion of the public utility easement herein described and depicted by bold lines on **Exhibit A**, and to deliver the same upon payment.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

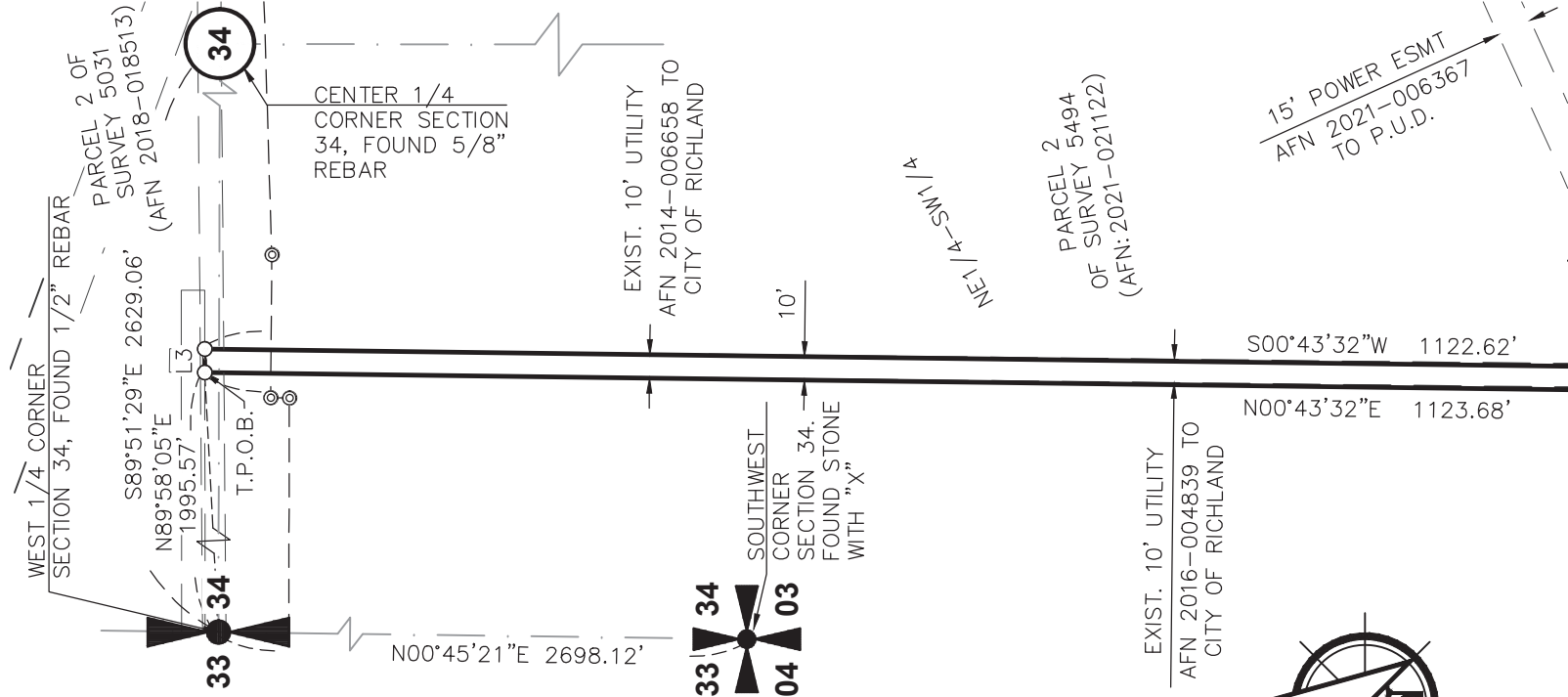
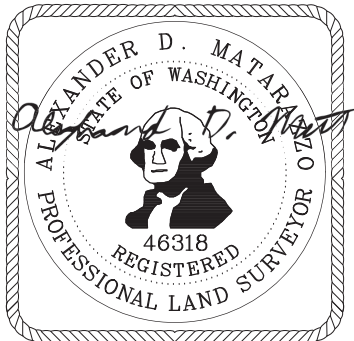
Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

PARTIAL RELINQUISHMENT OF 10' UTILITY EASEMENT PER AFN: 2014-006658

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 OF TOWNSHIP 9 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SEE SHEET 2 FOR
CONTINUATION

12/01/2021

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N89°56'30"E	10.00'
L4	N89°43'27"W	10.27'



Scale 1" = 80'



**PBS Engineering
and
Environmental Inc.**
pbsusa.com

DRAWN BY: DWW

SCALE: 1" = 80'

DATE: 12/01/2021

CHECKED BY: ADM

PROJECT NO.: 66150

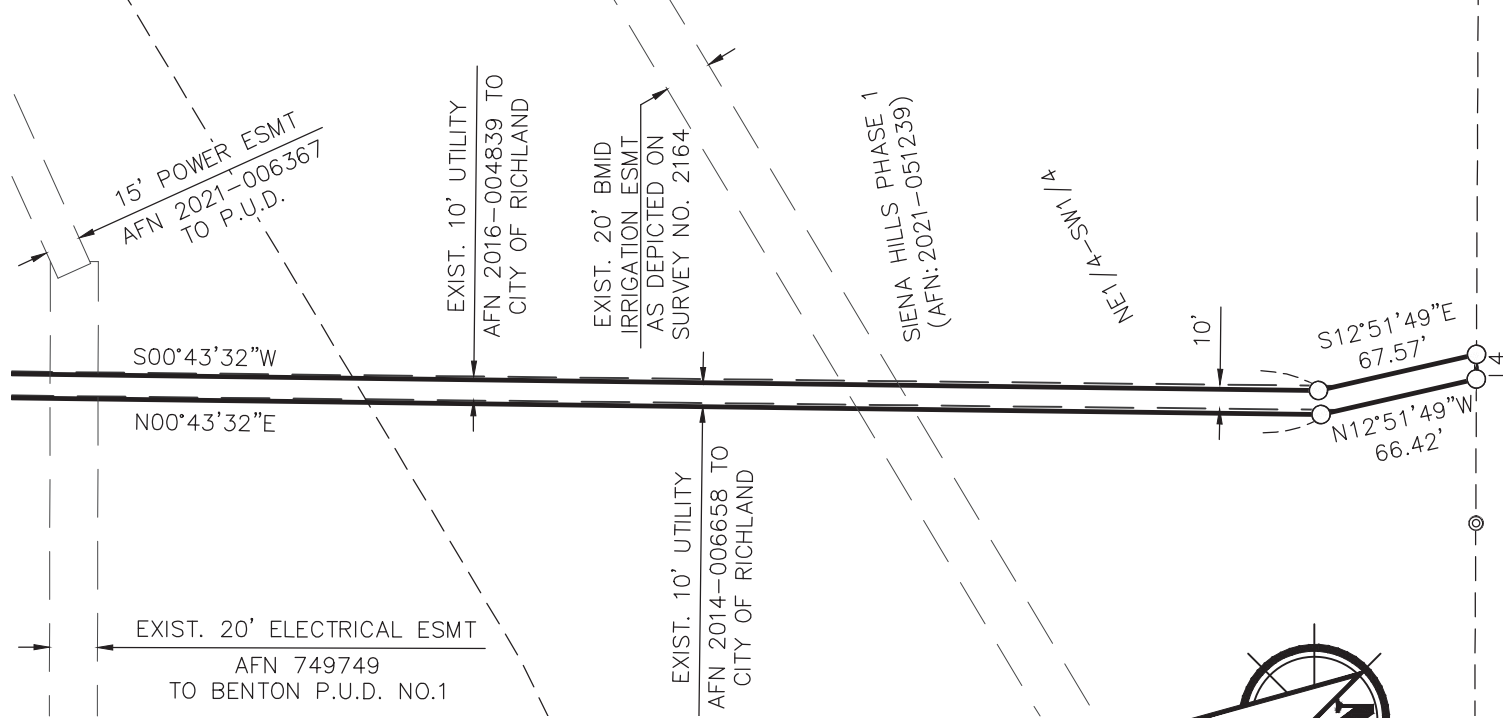
SHEET 1 OF 3

EXHIBIT A

PARTIAL RELINQUISHMENT OF 10' UTILITY EASEMENT PER AFN: 2014-006658

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 OF TOWNSHIP 9 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SEE SHEET 1 FOR
CONTINUATION



12/01/2021

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N89°56'30\"E	10.00'
L4	N89°43'27\"W	10.27'



Scale 1" = 80'



**PBS Engineering
and
Environmental Inc.**
pbsusa.com

DRAWN BY: DWW

SCALE: 1" = 80'

DATE: 12/01/2021

CHECKED BY: ADM

PROJECT NO.: 66150

SHEET 2 OF 3

EXHIBIT A

PARTIAL RELINQUISHMENT OF 10' UTILITY EASEMENT PER AFN: 2014-006658

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34
OF TOWNSHIP 9 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

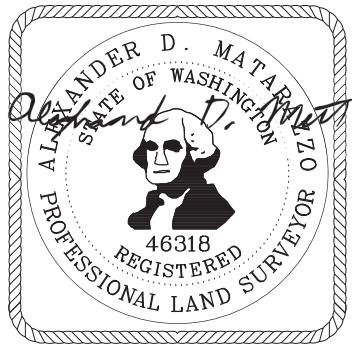
LEGAL DESCRIPTION

A PORTION OF A 10 FOOT WIDE UTILITY EASEMENT TO CITY OF RICHLAND, RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2014-006658, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, IN TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34 MARKED WITH A STONE WITH "X"; THENCE NORTH 00°45'21" EAST A DISTANCE OF 2698.12 FEET TO THE WEST QUARTER CORNER OF SAID SEC 34 MARKED BY A 1/2 INCH REBAR; THENCE NORTH 89°58'05" EAST A DISTANCE OF 1995.57 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID 10 FOOT WIDE UTILITY EASEMENT TO CITY OF RICHLAND AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°56'30" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°43'32" WEST A DISTANCE OF 1,122.62 FEET; THENCE SOUTH 12°51'49" EAST A DISTANCE OF 67.57 FEET; THENCE NORTH 89°43'27" WEST A DISTANCE OF 10.27 FEET; THENCE NORTH 12°51'49" WEST A DISTANCE OF 66.42 FEET; THENCE NORTH 00°43'32" EAST A DISTANCE OF 1,123.68 FEET TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 11,901 SQUARE FEET, 0.27 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD, IF ANY.



12/01/2021



**PBS Engineering
and
Environmental Inc.**
pbsusa.com

DRAWN BY: DWW

SCALE: N.T.S.

DATE: 12/01/2021

CHECKED BY: ADM

PROJECT NO.: 66150

SHEET 3 OF 3



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-09, Authorizing the Relinquishment of a Utility Easement in Siena Hills

Department:

Public Works

Ordinance/Resolution Number:

2022-09

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-09, authorizing the relinquishment of a utility easement in Siena Hills.

Summary:

The developer of Siena Hills, Richland Properties, LLC, has requested the relinquishment of a certain portion of a public utility easement initially obtained for utility purposes. The requested portion of easement is no longer needed for municipal purposes because the utilities have been relocated to accommodate recent subdivision efforts.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On January 16, 2022, notice was published that a hearing would be held on January 18, 2022 to take public testimony regarding this surplus action. Barring any compelling public testimony to the contrary, staff recommends adoption of Resolution No. 2022-09.

Fiscal Impact:

Costs of recording will be paid by the applicant.

Attachments:

- I. Resolution No. 2022-09

RESOLUTION NO. 2022-09

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF A UTILITY EASEMENT LYING
WITHIN SIENA HILLS.**

WHEREAS, the developer of Siena Hills, Richland Properties, LLC, has requested relinquishment of a certain portion of a public utility easement initially intended for utility purposes; and

WHEREAS, the requested easement, as depicted by bold lines on **Exhibit A**, was recently platted over; and

WHEREAS, the requested easement is no longer needed for municipal purposes because the utilities have been relocated to accommodate the recent platting; and

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

WHEREAS, on January 16, 2022, notice was published that a public hearing would be held on January 18, 2022 to take public testimony regarding this surplus action.

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

A portion of a utility easement dedicated to the City of Richland and lying within Siena Hills, and recorded under Benton County Auditor's File No. 2016-004839, as depicted on **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to release the City's interest in the specific portion of the public utility easement herein described and depicted by bold lines on **Exhibit A**, and to deliver the same upon payment.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

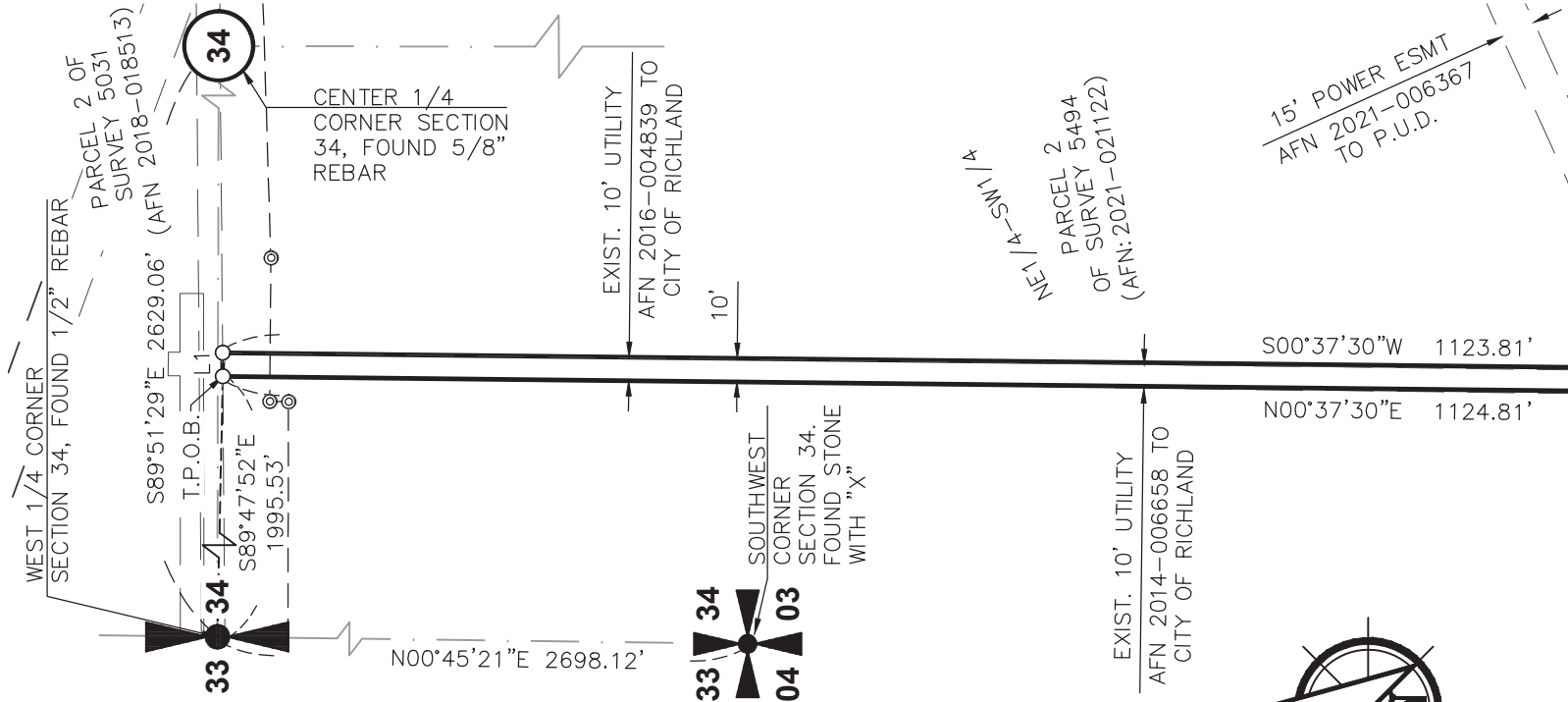
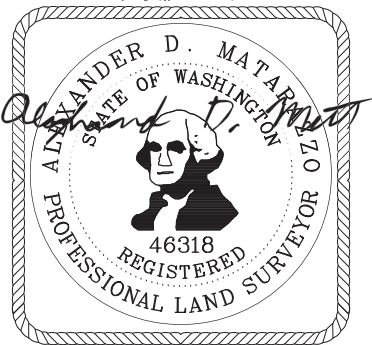
Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

PARTIAL RELINQUISHMENT OF 10' UTILITY EASEMENT PER AFN: 2016-004839

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 OF TOWNSHIP 9 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SEE SHEET 2 FOR
CONTINUATION

12/01/2021

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°32'09"E	10.00'
L2	N77°07'10"E	10.00'



Scale 1" = 80'



**PBS Engineering
and
Environmental Inc.**
pbsusa.com

DRAWN BY: DWW

SCALE: 1" = 80'

DATE: 12/01/2021

CHECKED BY: ADM

PROJECT NO.: 66150

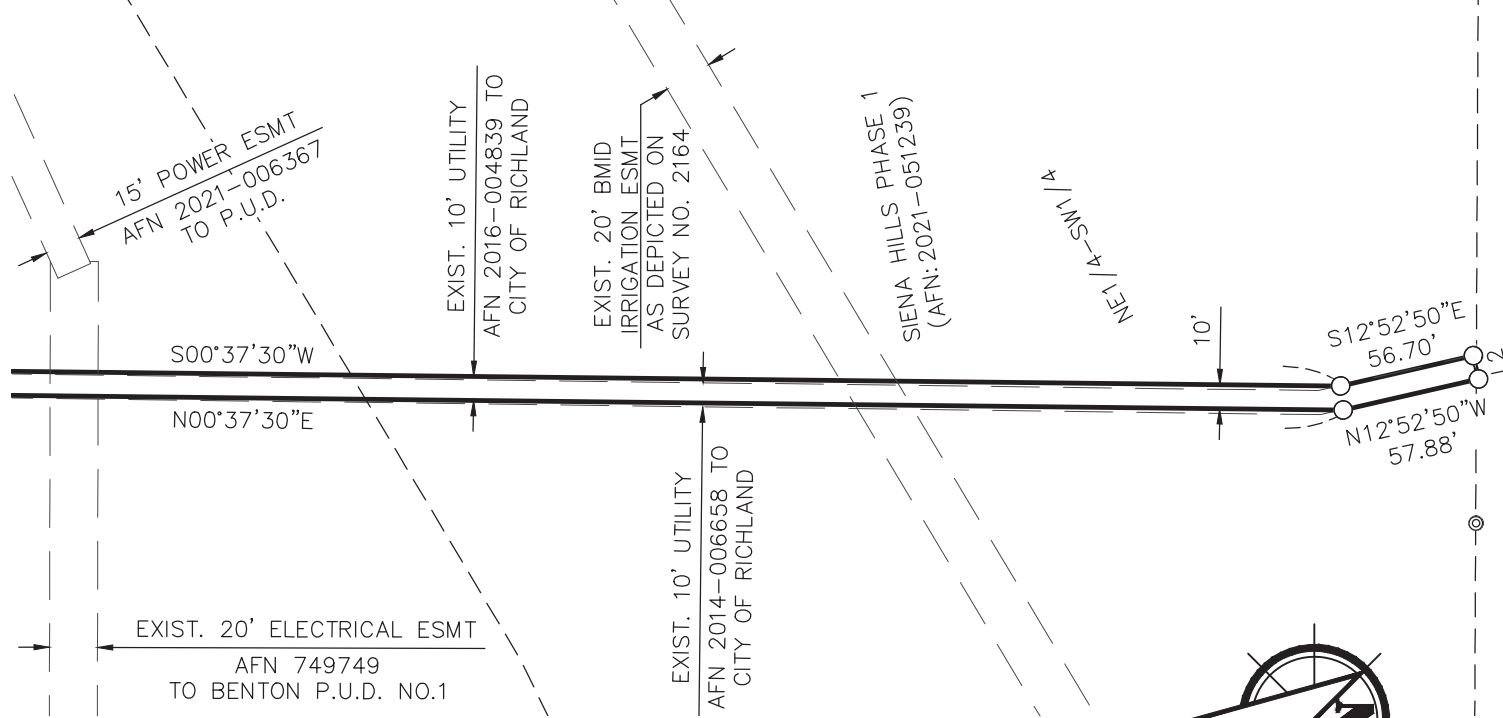
SHEET 1 OF 3

EXHIBIT A

PARTIAL RELINQUISHMENT OF 10' UTILITY EASEMENT PER AFN: 2016-004839

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 OF TOWNSHIP 9 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SEE SHEET 1 FOR
CONTINUATION



12/01/2021

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°32'09\"E	10.00'
L2	N77°07'10\"E	10.00'



Scale 1" = 80'



**PBS Engineering
and
Environmental Inc.**
pbsusa.com

DRAWN BY: DWW

SCALE: 1" = 80'

DATE: 11/18/2021

CHECKED BY: ADM

PROJECT NO.: 66150

SHEET 2 OF 3

EXHIBIT A

PARTIAL RELINQUISHMENT OF 10' UTILITY EASEMENT PER AFN: 2016-004839

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 OF TOWNSHIP 9 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

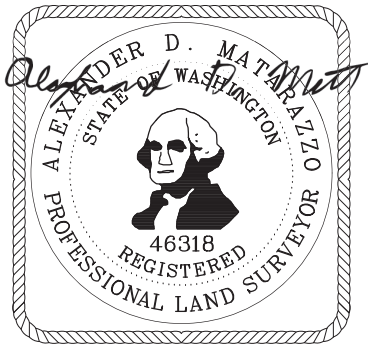
LEGAL DESCRIPTION

A PORTION OF A 10 FOOT WIDE UTILITY EASEMENT TO CITY OF RICHLAND, RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2016-004839, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, IN TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34 MARKED WITH A STONE WITH "X"; THENCE NORTH 00°45'21" EAST A DISTANCE OF 2698.12 FEET TO THE WEST QUARTER CORNER OF SAID SEC 34 MARKED BY A 1/2 INCH REBAR; THENCE SOUTH 89°47'52" EAST A DISTANCE OF 1995.53 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID 10 FOOT WIDE UTILITY EASEMENT TO CITY OF RICHLAND AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°32'09" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°37'30" WEST A DISTANCE OF 1,123.81 FEET;
THENCE SOUTH 12°52'50" EAST A DISTANCE OF 56.70 FEET; THENCE SOUTH 77°07'10" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 12°52'50" WEST A DISTANCE OF 57.88 FEET; THENCE NORTH 00°37'30" EAST A DISTANCE OF 1,124.81 FEET TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 11,817 SQUARE FEET, 0.27 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD, IF ANY.



12/01/2021



**PBS Engineering
and
Environmental Inc.**
pbsusa.com

DRAWN BY: DWW

SCALE: N.T.S.

DATE: 12/01/2021

CHECKED BY: ADM

PROJECT NO.: 66150

SHEET 3 OF 3



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-10, Authorizing the Relinquishment of an Electrical Easement along Saint Street

Department:
Public Works

Ordinance/Resolution Number:
2022-10

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-10, authorizing the relinquishment of an electrical easement along Saint Street.

Summary:

A Saint Street property owner requested relinquishment of an existing easement, which runs along Saint Street and was included in the original plat of Richland initially intended for power lines. The requested easement is no longer needed for municipal purposes because the utilities were never installed. Instead, the requested easement has since been platted over and homes built within it.

Relinquishment of the entire easement is appropriate to remove the encumbrance from multiple lots, not only the lot owned by the initial requestor.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On January 16, 2022, notice was published that a public hearing would be held on January 18, 2022 to take public testimony regarding this surplus action. Barring any compelling public testimony to the contrary, staff recommends adoption of Resolution No. 2022-10.

Fiscal Impact:

Recording costs will be paid by the applicant.

Attachments:

- I. Resolution No. 2022-10

RESOLUTION NO. 2022-10

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF ELECTRICAL EASEMENTS ALONG
SAINT STREET**

WHEREAS, a Saint Street property owner has requested relinquishment of an existing easement; and

WHEREAS, the original plat of Richland includes an easement along Saint Street initially intended for power lines; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes because it was never used as intended and did not have utilities installed; and

WHEREAS, the requested easement has since been platted over and homes built within it; and

WHEREAS, relinquishment of the entire easement is appropriate to remove the encumbrance from multiple lots, not only the lot owned by the initial requestor; and

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

WHEREAS, on January 16, 2022, notice was published that a public hearing would be held on January 18, 2022 to take public testimony regarding this surplus action.

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

A portion of an electrical easement lying across property commonly known as 226, 232, 238, 260 and 266 Saint Street, Richland, Washington, and recorded under Benton County Auditor's File No. 356196, as depicted by hatching on **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to release the City's interest in the specific portions of public utility easements described herein and depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

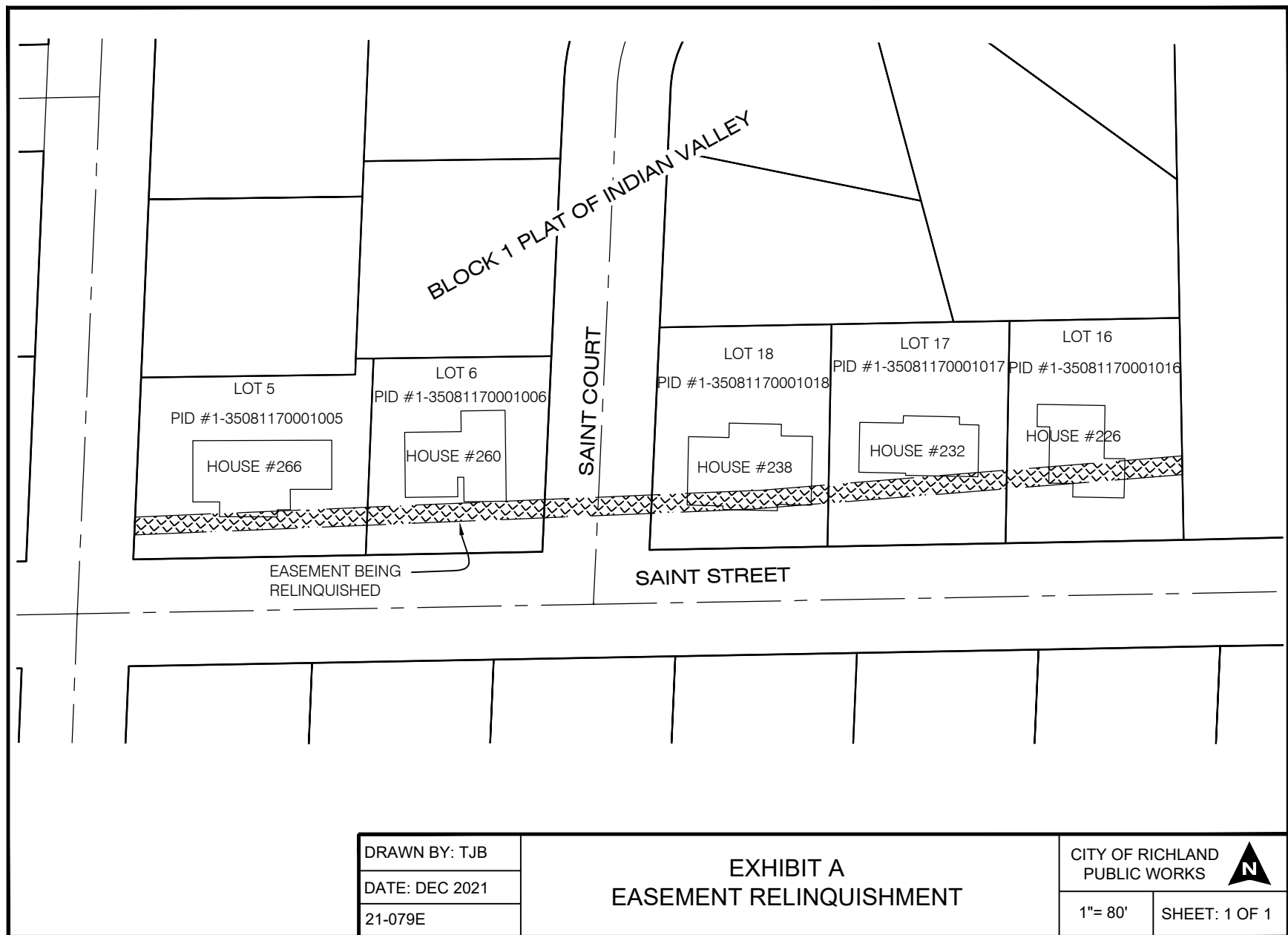
Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-11, Authorizing an Agreement with CorVel Enterprise Comp, Inc. for Third-Party Workers' Compensation Claims Administration Services

Department:

Human Resources

Ordinance/Resolution Number:

2022-11

Document Type:

Resolution

Recommended Motion:

Staff recommends adoption of Resolution No. 2022-11, authorizing an agreement with CorVel Enterprise Comp, Inc. for third-party workers' compensation claims administration services.

Summary:

The City has established a self-insured workers' compensation program to provide workers' compensation benefits directly to injured workers. This program is administered for the City by a third party. The City recently conducted a competitive RFP process to assess the market of available providers for these services to ensure the City is taking the most fiscally responsible approach to managing the City's self-insured workers' compensation program.

Through this competitive process, the City identified CorVel Enterprise Comp, Inc. as the top candidate. CorVel offers a completely electronic claims management process as well as advanced technology and reporting tools to help the City monitor and administer claims in an efficient manner. These efficiencies should assist in providing a seamless intake and claims management process as well as assist with getting injured workers back to work as soon as possible.

The City and CorVel Enterprise Comp, Inc. have negotiated an agreement that represents good value to the City.

Staff recommends adoption of Resolution No. 2022-11.

Fiscal Impact:

The contract value varies and is dependent on the rates set forth in Exhibit A - Scope of Work. Funds are available in the 2022 Budget.

Attachments:

1. Resolution No. 2022-11
2. Proposed Agreement with CorVel Enterprise Comp, Inc.

RESOLUTION NO. 2022-11

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH CORVEL
ENTERPRISE COMP, INC. FOR THIRD-PARTY WORKERS'
COMPENSATION CLAIMS ADMINISTRATION SERVICES.**

WHEREAS, the City of Richland ("Employer") has employees rendering valuable services that adhere to the benefit of the City; and

WHEREAS, Employer has established a self-insured workers' compensation program to provide workers' compensation benefits directly to injured workers; and

WHEREAS, Employer's self-insured workers' compensation program is administered by a third-party; and

WHEREAS, periodic assessment of the market offering such third-party administration services is warranted to ensure the most fiscally responsible approach to managing the City's resources; and

WHEREAS, the City has determined, through a competitive process meeting the City's procurement policies, that CorVel Enterprise Comp, Inc. provides the best third-party administration solution for the City's self-insured workers' compensation program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with CorVel Enterprise Comp, Inc. for third-party workers' compensation claims administration services.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Third Party Claims Administration Services

This Agreement is entered into this 1st day of February, 2022 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **CorVel Enterprise Comp, Inc.** ("**Consultant**"), a foreign public benefit corporation with service at 1920 Main Street, Suite 900, Irvine, CA 92614. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 2021-RFP Third Party Claims Administrator
 4. ☐ Exhibit B: Solicitation No. RFP/RFQ # proposal response submitted by Consultant dated October 22, 2021.
 5. ☒ Additional Documents – CAREMC License Agreement.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by January 31, 2025.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on January 31, 2025.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed ***Refer to Exhibit A – Pricing (\$*)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims

that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that

no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

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

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

Contact Name: Dana Schleichard
Name of Firm: CorVel Corporation
Address: 1920 Main Street, Suite 900
Address: Irvine, CA 92614
Email: Corporate_Legal@corvel.com
Phone Number: (949) 851-1473
Fax Number: (949) 851-1469

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or

contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CORVEL ENTERPRISE COMP, INC.

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to Form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft

Exhibit A

CORVEL ENTERPRISE COMP, INC.

RIDER A TO CITY OF RICHLAND WA TPA SERVICES AGREEMENT

PRICING

(1) Fees Effective February 1, 2022

Workers' Compensation Claims Administration

Description	Pricing
Life of Contract Claims Handling Fee - Per Claim	
Medical-Only	\$195.00
Indemnity ¹	\$1,095.00
Employer's Liability	\$1,500.00
Indemnity Tail Claims	\$550.00
Medical-Only Tail Claims	\$95.00

¹ Claim fee applies to AOS with the exception of premium states (CA, HI, AK, NY,

Program Management

Description	Pricing
Data Conversion - Per Data Source	Waived
Administration Fee - Per Annum ¹	\$12,000.00
Implementation Fee - One Time Fee	\$7,500.00
Care ^{MC} Access - Per Annum ²	
First 5 Full Access Users	Included

¹ Includes Assistance with Self-Insured Data for State Reports, State Statistical Reporting & All

² Includes Executive Dashboard, Claim Details, Claims Summary Screen & Claims Reporting

Account Management and Technical Support

Description	Pricing
Account Management Staff	Included
Electronic Data Transmission - (Per Month, Based on Frequency)	
Monthly File	\$250.00
Weekly File	\$600.00
Daily File	\$2,000
Training – Onsite and Online	Included
Technical Support	Included
State EDI Files	Included
Monthly Reporting	Included
Ad hoc Report Programming - Per Hour	\$200.00
Communication Materials/Posters	Pass through printing cost
Annual Banking Fees	One account included
Additional Account(s) - Per Account	\$1,000
Carrier TPA Oversight Fees ¹	Bill from Carrier to Client

¹ Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel

Intake and Immediate Intervention Services

Description	Pricing
Claim Intake (includes one FNOL distribution) - Per Intake If employer	\$35.00 Waived
Incident Only Reporting - Per Incident	\$35.00
Advocacy 24/7 - Per Call	\$100.00
Telehealth Services	Fee Schedule or U&C value by Code

Allocated Expense Fees**Legal Services**

Description	Pricing
Subrogation	25% of Recoveries
Legal Bill Auditing ¹	2.5% of gross legal charges reviewed
Indexing and OFAC Compliance - Per Index	\$15.00

¹ Fees will never exceed the savings generated

Bill Review Services

Description	Pricing
Bill Review: Includes Standard Fee Schedule and UCR - Per Bill ^{1,2}	\$9.00
+ Network Solutions Includes: ² Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation	25% of Savings
Minimum Transaction Fee ²	\$6.95
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included

¹ Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification letters.

² Minimum transaction fee (MTF) per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of \$15,000.00.

Patient Management

Description	Pricing
Telephonic Case Management, Field Case Management and Return to Work Coordinator - Per Alaska, California, Hawaii and New York All Other States ^{1,2}	\$155.00 \$124.00
Vocational Rehabilitation - Per Hour ²	\$175.00
Specialty Services (Catastrophic, Life Care Plan, Medicare Conditional Payments, Medicare Set Asides, Bilingual) - Per	\$206.00
Nurse Utilization Review - Per Review	\$150.00
Physician Utilization Review - Per Review	\$275.00
Care Advocate - Per Claim	\$50.00
PeerWell App Access - Per Claim (One-Time Fee)	\$500.00

¹ Fee applies to all States with the exception of premium states (CA, HI, AK, and NY).

² Statutory rates supersede if applicable.

Prevailing IRS Mileage Rate applies.

Each invoice for Case Management Services shall have an additional professional service fee of \$39 billed to Customer.

Pharmacy Solutions

Description	Pricing
Retail Pharmacies	
Brand	AWP -13% + \$3.00 dispensing fee
Generic	AWP -45% + \$3.00 dispensing fee
Mail Order	
Brand	AWP -16% + \$1.00 dispensing fee
Generic	AWP -55% + \$1.00 dispensing fee
Clinical Modeling	
Integration of Pharmacy Data	Included
Dynamic Calculation/Display in CareMC	Included
Pharmacy Interventions	
Certified Pharmacy Technician	Included
Rx Nurse	Included
Nurse Management	Case Management hourly rate
Pharmacy Review - Per Review	\$375.00
Cognitive Behavioral Therapy - Per Hour	\$250.00
Medication Review - Per Hour	\$250.00

Ancillary Benefit Management Services

Description	Pricing
Medical Imaging Services	Varies by State and Diagnostic
Independent Medical Exam	See 2022 IME/Peer Fee Schedule
Physical and Occupational Therapy	Varies by State
Durable Medical Equipment	Varies by State and Equipment
IME Peer Review - Per Hour	See 2022 IME/Peer Fee Schedule
Transportation	Varies by State and Service
Translation	Varies by State and Service Level

Medicare Agent Reporting

Description	Pricing
Set up and engagement	Included
Monthly Maintenance	Included
Quarterly Reporting	Included

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period.. Pricing is valid for first year of the contract. At the end of the first year and each year thereafter, all fees outlined on the claims and managed care pricing sheet shall increase the greater of CPI or 3.5%.

Any service not identified in this proposal will be provided at a later time.

EXHIBIT A

My Care Smartphone Claims App Attachment End User License Agreement

Such access shall provide Customer's claimants an opportunity to review the current status of their individual claim. For access by Customer claimant, such Customer claimant will be required to have a smartphone including but not limited to an Apple iOS 7.0+ smartphone or Android 4.0+ smartphone or other smartphone device with such access capabilities. Customer acknowledges the terms of Attachment A hereunder which shall be a part of the My Care App and which the End User ("Claimant") shall be responsible for. The My Care App is at no costs to Customer for these Services.

Terms are non-negotiable as these are part of the Smart Phone App

PLEASE READ THIS LICENSE AGREEMENT BEFORE USING THE APP. USE OF THE APP INDICATES END USER'S ACCEPTANCE OF THIS END USER LICENSE AGREEMENT. IF END USER DOES NOT AGREE WITH THE TERMS, END USER SHOULD NOT USE THE APP.

1. License Grant; License Restrictions. Either of CorVel Enterprise Comp, Inc. or CorVel Healthcare Corporation, as applicable, ("CorVel") provides the mobile software application program and user manual(s) or help files contained therein, and any modifications, updates, revisions, or enhancements thereto received by End User from CorVel (collectively, the "App"), and licenses its use solely pursuant to the terms stated below:

- a. End User is granted a nontransferable license to use the App under the terms stated in this Agreement for personal use. End User may not use the App for commercial purposes. Title and ownership of the App and of the copyright in the App remains with CorVel;
- b. The App may be used by End User on a single mobile device, which End User owns or uses and for which the App is designed to operate;
- c. End User may not make copies, translations, or modifications of or to the App. End User may not alter, obscure, or remove the copyright notice on any copy of the App;
- d. End User may not assign, sell, distribute, lease, rent, sublicense, or transfer the App or this license or disclose the App to any other person. End User may not reverse-engineer, disassemble, or decompile the App or otherwise attempt to discover the source code or structural framework of the App; and
- e. CorVel may terminate this Agreement and the license granted hereunder at any time. This Agreement and the license granted hereunder automatically terminates if End User fails to comply with any provision of this Agreement. End User agrees upon termination to: (i) cease using the App and providing or accessing any data or information by or through the App, and (ii) destroy the App, together with all copies, modifications, and merged portions in any form, including any copy on End User's mobile device or on any computer.

2. Limited Warranty. The App is provided "AS IS" and with all faults. NO WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. CORVEL SPECIFICALLY EXCLUDES ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CORVEL DOES NOT WARRANT THAT USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE.

3. Maintenance & Support. The App is maintained by CorVel or its subcontractors. From time to time, CorVel may provide modifications, updates, revisions, or enhancements, all of which are offered pursuant to the terms and conditions of this Agreement. CorVel does not provide support to End Users. All support requests should be directed at End User's employer or other person responsible to manage End User's claims and not at CorVel.

4. Consent to use Data. All data or information submitted by End User through the App shall be used by CorVel in accordance with CorVel's Privacy Policy posted at: <http://www.corvel.com/privacy-policy/>

5. Limitations of Liability (End User). IN NO EVENT WILL CORVEL'S LIABILITY FOR ACTUAL DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE APP EXCEED \$100. IN NO EVENT WILL CORVEL BE LIABLE FOR ANY LOST PROFITS, SALES, BUSINESS, DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE APP OR OTHERWISE ARISING FROM THIS AGREEMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The parties agree that the above limits represent a reasonable allocation of risk.

6. Governing Law; Exclusive Jurisdiction. This Agreement is governed by the laws of California. End User agrees that the federal or state courts sitting in State of California, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

7. Indemnification (End User). End User shall defend, indemnify and hold harmless CorVel from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees arising out of or relating to: (i) End User's use of the App in violation of the terms of this Agreement, (ii) data or content included in or omitted from content and data input into the App by End User or any other third party using End User's mobile device, and (iii) any claim by an employee of End User or End User's insureds brought against CorVel due to the recommendations made by CorVel through the App.

8. Disclaimer. CorVel shall not be responsible or liable for any third party claims arising from the negligent acts, errors, omissions, willful misconduct or fraud caused by End User in connection with its use of the App or otherwise attributable this Agreement.

9. Assignment. End User may not assign any of End User's rights or delegate any of End User's obligations under this Agreement without the prior written consent of CorVel. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10. Notice. All notices required to be sent hereunder shall be in writing and shall be deemed to have

been given when mailed by first class mail to the address listed below.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

12. Waiver. The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

13. Export Administration. End User agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the App nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

14. Entire Agreement. This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

15. Survival. The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

Copyrights

Copyright © 2014 CorVel. All rights reserved.

This documentation and the corresponding App are the property of CorVel and are licensed to the user under the terms of this End User License Agreement. Unauthorized use or copying of the App, documentation, or any other associated materials is a violation of state and federal laws. These materials must be returned to CorVel if so demanded.

DESCRIPTION OF SERVICES

Workers' Compensation Claims Management Services Terms and Conditions

I. DESCRIPTION OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES

- (a) Customer shall promptly notify CorVel of all incidents subject to the services described in this Agreement.
- (b) First report of loss services involve gathering pertinent information related to a work injury and reporting such information to the appropriate state industrial accident board or commission as required by law, and is used to facilitate CorVel's initial review of the claim to determine whether the claim is likely to be medical-only or lost time and to help guide the initial determination of Services that may be required ("First Report Services").
- (c) CorVel's Workers' Compensation Claims Management services provide Customer with a process to comply with Customer's workers' compensation issues in the applicable jurisdiction. CorVel shall provide workers' compensation claims management services set forth herein to Customer on behalf of employees that sustain work related injuries ("Injured Employees"). CorVel may subcontract with a third party to provide some portion or all of its claims management services obligations hereunder.

II. DELIVERY OF FIRST REPORT OF LOSS SERVICES

- (a) CorVel shall provide First Report Services to Customer upon receipt by CorVel of specific requests from Customer. Prior to the implementation of CorVel First Report Services and as required during the Term of this Agreement, Customer may provide CorVel with instructions regarding the scope and extent of the First Report to be performed by CorVel. Absent such instruction, CorVel First Report Services shall be performed as described below.
- (b) Customer shall initiate First Report Services by (i) entering such information online through CareMC, (ii) calling CorVel via a toll free number provided by CorVel, or (iii) faxing such information to the CorVel intake specialist. Customer or the Customer representative entering such information on CareMC, making such calls, or faxing such information shall provide CorVel with all information required to complete the First Report of Loss form required by the applicable state ("Required Information"). Required Information generally includes the following: name/address of claimant, date of incident, description of injuries, social security number, date of birth, employer, salary, and other descriptive information reasonably required by CorVel, and may include information required by applicable statute (e.g., employer TIN). CorVel shall (i) provide sufficient staff to handle all incoming calls, and (ii) be prepared to complete First Report of Loss forms for all applicable states.
- (c) Once the Required Information is validated and confirmed by a CorVel representative, First Report of Loss forms will be made available to Customer through the CareMC Application. CorVel will, upon request of Customer, provide a hard copy of the completed First Report of Loss form to the Customer. An electronic copy shall be available to Customer via CareMC. To the extent permitted by the applicable state industrial accident board or commission, the Required Information shall be transmitted electronically.
- (d) To the extent required by applicable statute or otherwise agreed in writing by CorVel, CorVel will file additional reports on earlier-filed First Reports of Loss ("Subsequent").

Reports”).

- (e) Unless agreed to otherwise in writing by the parties, any questions or concerns from an industrial accident board or commission concerning First Reports of Loss forms completed by CorVel hereunder will be handled directly by CorVel. All such inquiries will receive an initial response within the next business day following CorVel’s receipt of the inquiry. CorVel will keep Customer apprised of any inquiries it receives and the response thereto. CorVel will send a written response to the inquiry within five (5) business days outlining the nature of the inquiry and the resolution of same by CorVel. A copy of such response will also be sent to the attention of the designated Customer representative if requested in writing by Customer. Customer shall have the right, but not the obligation, at any time and at Customer’s expense, to interject itself into the inquiry between CorVel and the industrial accident board or commission, and in connection therewith to resolve the inquiry in a manner acceptable to Customer at its sole discretion, in which case Customer shall defend, indemnify and hold harmless CorVel from and against any claim, liability, damages or costs arising from Customer’s handling of such inquiry or the resolution thereof.

III. DELIVERY OF CLAIMS MANAGEMENT SERVICES

- (a) Customer shall arrange so that all claims and all related bills of any type, as well as all other correspondence that Customer receives relating to such claims, are sent directly to CorVel. CorVel shall perform all of the following “Claims Services” in connection with each portion of a Claim related to Workers’ Compensation benefit payments shall be defined as:

Claims requiring work beyond the standard scope for each claim type will be invoiced at the next higher rate. The following section indicates the basis for the categorization of claims fees. You will be provided with reports that provide full transparency of the fees invoiced.

- Record Only – system notation of an event that does not require any claims handling, including contact or investigation. These are used solely for the purpose of record keeping.
- Medical Only – claims where time-off does not exceed the state waiting period and the scope of work is within the parameters noted in the Pricing section (“Fees”), Exhibit B.
- Indemnity – claims not otherwise classified as either Record Only or Medical Only.

All Claims Services provided by CorVel under this Agreement shall be performed in accordance with the guidelines set forth in Sections II-IV of this Exhibit A:

- (i) CorVel shall immediately assign each new Indemnity Claim and Medical Only Claim to CorVel’s designated claims professional.
- (ii) Utilizing CorVel’s CareMC Application or other applicable CorVel Online System, CorVel shall maintain a chronological record of all Claims Services performed by CorVel.
- (iii) CorVel shall make all filings related to Indemnity Claims and Medical Only Claims with the appropriate state Workers’ Compensation regulatory authorities.
- (iv) CorVel shall maintain a complete and accurate claim file for each Indemnity Claim and Medical Only Claim.

- (v) CorVel shall perform reasonable and necessary administrative and clerical work including, without limitation, the following:
 - (A) Investigate all Indemnity Claims and Medical Only Claims. .
 - (B) Determine and evaluate any coverage and/or compensability issues and provide Customer with appropriate recommendations and advice regarding the same.
 - (C) Adjust, handle, or settle to a conclusion those Indemnity Claims and Medical Only Claims that CorVel believes the Customer is legally obligated to pay under applicable state law and regulations, and in accordance with the authority granted to CorVel by Customer under the Agreement.
 - (D) Prepare checks for payments of Indemnity claims, Medical Only Claims and Allocated Loss Adjustment Expenses.
 - (E) Prepare documents as necessary to close out Indemnity Claims and Medical Only Claims.
- (b) CorVel shall process claims and process the disbursement of benefit payments to claimants and providers entitled to such payments from Customer. Funding for the payment of all benefits to claimants, providers, vendors and “allocated loss adjustment expenses” (as defined below) is the sole responsibility of Customer and Customer agrees to be liable for and fund all proper claims processed by CorVel. Such payment shall be made through a bank account established by CorVel. There shall be one account established for claims relating to both First Reports of Loss arising prior to, on or after February 1, 2022 (the “bank account”). CorVel shall provide Customer with a check register in a mutually agreed format for each check run drawn on a bank account prior to mailing of the checks. CorVel also will provide Customer information as necessary for Customer to prepare periodic bank account reconciliation reports. Customer agrees to pay into the bank account funds sufficient to pay approved claims and to maintain the advance deposit set forth below and to provide CorVel with such authorizations as shall be necessary to make the required instruments valid claims against Customer. Notwithstanding the other provisions of this Agreement, if payments are not made when due, Customer shall be in default and subject to immediate termination without notice, and CorVel shall have no liability for claims, penalties or other damages arising out of or relating to any such failures on the part of Customer.
 - (i) Both Customer and CorVel agree to the Bank Fund amount through the special handling instructions.
 - (ii) Allocated loss adjustment expenses (“ALAE”) generally encompasses costs which can be directly allocated to a particular claim. As used herein, that term shall include, but not necessarily be limited to, the following: claim adjustment costs and expenses incurred by CorVel or its subcontractor and allocated by CorVel to the investigation, adjustment and settlement or defense of a claim for benefits, including, without limitation, attorneys’ fees and disbursements; pre- and post- judgment interest; court reporter services and transcripts; deposition charges and transcripts; fees for service of process or summons; court costs; courier/express mail; appeal bonds and filing fees; travel, printing costs related to trials and appeals; witness and expert fees and expense; alternate dispute resolution fees and expense; mediation fees and expense; arbitration fees and

expense; ombudsman fees and expense; medical examinations and reviews to determine issues such as causal connection, length or extent of disability, degree of permanency, and other issues related to determining liability of the Customer; laboratory costs; engineering fees and expense; autopsy fees and expense; independent adjuster and private investigator fees and expense; surveillance and activity checks; photography; fees and expense related to the defense of controverted or litigated claims, including subrogation recovery; medical cost containment expense including, but not limited to, medical bill auditing expenses, hospital and other treatment utilization reviews, including precertification/preadmission and concurrent or retrospective reviews; peer reviews; preferred medical provider network or similar organization expenses; medical fee review panel expense; pharmacy benefit management expense; drug testing expense; indexing fees; expense and fees related to Medicare set aside agreements; vocational rehabilitation or return to work expense; telephonic and field medical case management expense; fees and expense for reproduction of medical and/or hospital records; fees for police reports, birth certificates, death certificates, OSHA reports and other similar regulatory authority reports; copying fees assessed by a vendor other than TPA; translation services; legal bill audit expenses; other costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Customer; and other expenses that are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services that are required to be performed by statute or regulation. Unless expressly stated as a separate fee or otherwise included within CorVel's service fees, each of the above ALAE items is subject to reimbursement at the rate charged.

- (c) CorVel shall provide Customer with payment services through Check Writing services in accordance with specifications mutually agreed by Customer and CorVel.
 - (i) The checks referred to in Section II (d) will be drawn on CorVel's account at Wells Fargo Bank, Portland, Oregon or CorVel's account at such other bank as the parties of this Agreement may mutually accept, as evidenced by a letter or written document signed by both parties (hereafter, the "Bank"), with Customer identified on each check as the insurer or any insurance carrier as such may be required. Check Writing services shall also include IRS form 1099 filing and associated follow-up, bank reconciliation, and bank fees specifically related to such processing if Customer is using CorVel's bank account. Otherwise, such services will be subject to an additional fee.
- (d) CorVel agrees to provide the following services to Customer relating to the processing and payment of claims:
 - (i) to receive claims and process payment of benefits in accordance with applicable State(s) program guidelines required for the payment of workers' compensation claims;
 - (ii) to correspond with the claimants, providers of services and vendors if additional information is deemed necessary to complete the processing of claims;
 - (iii) to determine the amount of benefits payable;

- (iv) to provide notice to claimants as to the reason(s) for denial of benefits (when such are denied) and to provide for the review of such denied claims;
 - (v) to receive and process for payment claims for benefits incurred prior to the Effective Date in consideration for the separate fees established in Exhibit B; and
 - (vi) at Customer's request, to provide specified additional services for such fees as the parties mutually agree;
- (e) Subject to applicable law, all claims files, data, systems and records and associated documents and notices regarding the administration of claims and provision of services pursuant to this Agreement and the payment of claims and allocated loss adjustment expenses, may be audited, examined, and copied by Customer, its representatives, excess carriers, reinsurers or any state insurance department or other regulatory body that so requires, at Customer's expense, at any time or times during CorVel's normal business hours and with not less than thirty (30) days advance notice; and notwithstanding anything to the contrary contained in this Agreement.
- (f) CorVel is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Customer, nor shall CorVel and Customer be deemed partners, joint venturers or governed by any legal relationship other than that of independent contractor as set forth herein. CorVel does not assume any responsibility for the adequacy of the funding of benefits or any act or omission or breach of duty by Customer.
- (g) CorVel is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under Customer's workers' compensation program.
- (h) CorVel may rely on instructions received from such person or persons as Customer may from time to time designate in writing, provided that no such instruction may vary the terms of this Agreement.
- (i) Unless otherwise directed by Customer or precluded by law, CorVel shall seek subrogation recoveries on behalf of Customer and shall provide Customer with any recoveries obtained, minus the attorneys' fees and costs incurred in obtaining such recoveries. Customer represents and warrants that its workers' compensation program provides for rights of subrogation. Customer delegates and/or assigns these subrogation rights and third party recovery rights to CorVel as its agent for purposes of subrogation only. Customer shall assist CorVel in its subrogation efforts by providing requested information and documentation. CorVel may engage the services of a subrogation management firm to assist with the identification and management of subrogation cases. The fees charged by the subrogation management firm will be deducted from any recovery. In those cases where the subrogation recovery efforts of the claimant's attorney should be compensated, Customer delegates to CorVel full authority to act on behalf of the Customer to negotiate reasonable attorneys' fees. In those instances where Customer's subrogation lien, in the opinion of CorVel, should be compromised or abandoned, Customer delegates to CorVel full authority to act on behalf of Customer to compromise or abandon the lien. Any determination by CorVel with respect to subrogation liens shall be final and conclusive, unless overturned by order of a limited arbitrary and capricious standard of review.
- (j) CorVel shall consult and cooperate with Customer with respect to any loss or claim resulting in a lawsuit being instituted against Customer. Nothing in this paragraph shall be construed in any way as a waiver by CorVel of any attorney/client, work product or

other applicable privilege with respect to any materials or documents prepared by CorVel or its counsel in anticipation of litigation.

- (k) CorVel shall assist, cooperate and participate with Customer, carriers and reinsurers in connection with claim reviews and audits and catastrophic injury claim analysis and excess claim related reporting.

IV. SERVICE CRITERIA, STANDARDS AND GUIDELINES

- (a) Assignments: Customer will notify CorVel, either via CareMC, telephone or facsimile, that Customer's employee has sustained a work related injury. All new Lost Time claims will be acknowledged and established by CorVel within the next business day following such notice. The acknowledgement will include the name and contact information of the assigned Adjuster.
- (b) Contacts: As warranted, and always with regard to lost time, or anticipated lost time claim situations, initial contact with the injured employee will be made within the next business day following receipt of a new assignment claim. Contact with the Physician, and employer, if required will be made by the next business day.
- (c) Investigation: Completed and documented within 30 days from date of assignment.

Case Management Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Case management services are provided to manage a claimant's case in order to identify the most appropriate rehabilitative treatment and/or most cost-effective health care alternatives ("Case Management Services"). Case managers may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the patient and the patient's family.
- (b) In certain states if requested by Customer, Case Management Services may include vocational rehabilitation services.

2. DELIVERY OF SERVICES

- (a) CorVel shall provide Case Management Services to Customer upon receipt by CorVel of specific requests from Customer as mutually agreed by both parties under the special handling instructions.
- (b) Telephonic Case Management: Telephonic case management ("TCM") includes a four-point contact with claimant, employer, claims professional and provider. CorVel case managers ("CMs") do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating physician, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, and (v) subsequently provide periodic assessments of treatment and return to work plans. CMs may recommend additional services or coordinate claim closure, as appropriate.
- (c) Medical/Field Case Management: CorVel's medical/field case management ("MCM") personnel perform field based case management services as directed by the employer and/or Authorized TPA which may include on-site contact with claimant, employer, and provider, as well as telephonic communication with the claims professional. MCM's provide the CM services set forth in Section A above.
- (d) Vocational Case Management: Vocational case management services may include the following: (i) coordinating return to work, (ii) providing job analysis, (iii) assisting with job placement, (iv) providing expert testimony, (v) assisting with job development, (vi) providing job analysis of essential and non-essential duties for employers under the American's With Disabilities Act, (vii) providing vocational testimony, (viii) providing advice regarding job seeking skills, and (ix) providing transferable skills analysis.
- (e) Utilization Review:
 - (i) CorVel's utilization management program reviews proposed inpatient hospital admissions and ambulatory care to determine the appropriateness, frequency, length of stay, and setting for such proposed treatment. In addition, CorVel can monitor and assess the appropriate utilization of treatment for all orthopedic and soft tissue injuries requiring ambulatory diagnostics and treatment.
 - (ii) In California, certain medical diagnostics, treatments and durable medical equipment can be approved at the claims professional level. Utilizing the Adjuster Only Approval letter allows the claim specialist to expedite medically necessary care, meet California Division of Workers' Compensation (DWC) regulations and Senate Bill 1160 that requires all treatment determinations are included in a database reportable to the DWC. This process is completed by CorVel's California Utilization Management departments.

(iii) CorVel nurses make recommendations to the claims adjuster based on nationally accepted medical guidelines, including Optimed Managed Care System, a clinical protocol software; the American College of Occupational and Environmental Medicine (ACOEM) Occupational Medicine Practice Guidelines: Evaluation and Management of Common Health Problems and Functional Recovery in Workers; other nationally accepted treatment practice guidelines, as well as any state mandated treatment guidelines.

(iv) Any nurse recommendations for limitation or denial of care based on lack of medical necessity are reviewed by a CorVel Physician Advisor. The Physician Advisor makes a final recommendation to the claims adjuster to approve or deny. If a final recommendation is made to deny treatment, the treating physician is notified in writing of the decision and the appeals process.

(f) Pre-Hab (*Surgery Preparation*) and Rehabilitation (*Recovery*) Services:

CorVel provides Case Management Pre-Hab (*Surgery Preparation*) and Rehabilitation (*Recovery*) Services through a platform provided by CorVel's vendor PeerWell utilizing a smart phone based application (the "Platform") providing injured claimant(s) requiring a digital PreHab (surgery preparation) and Rehab (recovery) program to be used for specific musculoskeletal conditions. Customer's injured claimant will need to have a smartphone, Ipad or tablet to download and accept the app's terms and conditions. Such service shall be used in conjunction with CorVel's telephonic or field case management services. If Customer's injured claimant does not activate the Platform app, there will be no fee billed to Customer. CorVel's Pre-Hab (*Surgery Preparation*) and Rehabilitation (*Recovery*) Services will be made available to injured claimants with an existing claim in conjunction with any medical care, where the injured worker requests such care.

3. PROFESSIONAL FEE

- (a) CorVel's case management nurses and vocational rehabilitation counselors are required to be licensed in the jurisdictions they provide patient care or counseling. CorVel's case managers may provide care in multiple jurisdictions. Such case managers are required to maintain multiple state licenses and corresponding continuing education credits in maintaining these licenses. Additionally, CorVel's case managers are required to utilize up to date nationally recognized treatment guidelines, including American College of Occupational and Environmental Medicine (ACOEM), Official Disability Guidelines (ODG) and the MDGuidelines. An incremental professional fee as described hereunder in Exhibit B ("Fees") shall be invoiced to Customer for the substantial costs associated with obtaining and maintaining the national guidelines for CorVel's case management nurses. Such professional fee allows CorVel to maintain the applicable licenses and certifications for CorVel's case managers as well as keeping appropriate treatment guidelines up to date.

Care Advocacy Services Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Care Advocate nurse service ("Care Advocate nurse") are provided immediately following the work injury to guide the claimant's injury recovery, up to 30 days following injury. The Care Advocate nurses oversee clinical assessment of the injury severity, validate/secure medical information, act as patient advocates and sets expectations for medical care and return to work. They identify the most appropriate treatment and/or most cost-effective health care alternatives. Care Advocate nurses may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the patient and the patient's family.

2. DELIVERY OF SERVICES

- (a) CorVel shall provide Care Advocate Services to Customer upon receipt by CorVel of specific requests from Customer, however unless otherwise agreed to by the parties, those cases that meet the Care Advocate referral criteria as mutually agreed shall be automatically referred to the Care Advocate Service.
- (b) Care Advocate nurse service: Care Advocate nurse service includes a four-point contact with claimant, employer, claims professional and provider. CorVel care advocates do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating physician, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, and (v) subsequently provide periodic assessments of treatment and return to work plans up to 30 days following the work injury. Care Advocates may recommend additional services or coordinate claim closure, as appropriate.
- (c) Care Advocate nurses are responsible for completing detailed documentation within CareMC focusing on the claimant's medical condition, treatment plan and return to work status. Documentation includes but is not limited to primary injury diagnosis, comorbidities, treatment plan, medical goals, obstacles to recovery, work status and return to work.
- (d) Care Advocate nurses act nurse consultants to the claim team.
- (e) Care Advocate nurses act a patient advocates.
- (f) Care Advocate nurses assess appropriate medical follow-up, work closely with the claim team to identify potential barriers to recovery that may require further follow-up or additional services and develop medical action plans to ensure timely recovery and restoration of function.

Bill Audit, Review and Payment Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) CorVel's proprietary bill review program enables an application of the appropriate Standard Fee Schedules or usual and customary values, includes PPO, Technical and Clinical Review, and CERiS, applied to provider bills.

2. DEFINITIONS

Bill (per Bill): Each transaction of a bill is considered a separate per bill count. CorVel is able to logically link transactions across logical sequences, but each is its own bill transaction.

Clean/Prepared Bill: When the provider charges are deemed to be an accurate reflection of the services rendered based on the provider's documentation. Network Solutions savings such as Clinical Review and Technical Evaluation and other review types can be applied first to the bill for the bill to qualify for the Prepared Bill status. Once at the prepared bill state Standard Fee Schedule savings can be applied.

Clinical Review: An additional level of review performed by nurses, system, or coding experts to evaluate appropriateness, relatedness of submitted charges with provided documentation.

Implant Analysis: Review of implant charges submitted to a proprietary pricing database and documentation. Implant Analysis results are included as part of Clinical Review.

Line Item Bill Review (LIBR):

Out of Network Line Item Bill Review:

- Original charge data
- U&C review by zip code
- Fee re-bundling and error removal
- Separation of charges by diagnosis/procedure
- Facility to facility cost comparison
- Individual facility chargemaster analysis and price trending

Fair and Reasonable - Universal Chargemaster: The Universal Chargemaster is a compilation of individual hospital line item descriptions from over 85% of the nation's hospitals. It is a virtual thesaurus of hospital billing terms, codes and abbreviations. Specific, unique line item descriptions are defined by the Universal Chargemaster and appropriately compared to the same service or supply for other hospitals in the same geographical area.

Minimum Transaction Fee (MTF): For each bill transaction if the fees on a bill transaction instance do not meet the minimum transaction fee amount, the difference between the fees and the min transaction fee will be automatically added to the fees.

Negotiations: A one time or ongoing agreement with the provider to accept a specific payment amount.

PPO Network Access: A preferred provider organization (PPO) is a medical care arrangement in which medical professionals and facilities provide services at a negotiated/contracted rate. PPO medical and healthcare providers are called preferred providers.

Provider Sendback: Sendbacks occurring when a bill instance does not have enough supporting information from the provider to be a Prepared Bill. The bill is sent back to the provider requesting further information.

Standard Fee Schedule: Savings defined as the amount reduced from the Prepared Bill status to the jurisdictional state fee schedule amounts when those amounts are expressly assigned a specific value, not through reference methodologies developed by a third party or federal agency.

Substantive Denials: Sendbacks occur when a bill instance does not have enough supporting information from the provider to be a Prepared Bill. The bill is sent back to the provider requesting further information. If the provider does not provide the necessary supporting information after 90 days of the sendback status all bill savings will be considered Substantive Denial Savings and charged accordingly through an automatic bill instance. If the bill is later submitted through another bill instance with further information from the provider, another review will occur which may reverse all or part of the Substantive Denial savings and fees.

Technical Evaluation: Applicable to bills when reimbursement is not fully addressed in the jurisdictional fee schedule. State regulations may require payment to be made in accordance with payment methodologies developed by a third party (typically the Centers for Medicare and Medicaid Services (CMS)), often with exceptions or special exemptions added by the state.

UCR: “UCR” is defined as :

- Usual – A charge is considered “Usual” if it is the fee that most providers in the area charge for the same service.
- Customary – A charge is considered “Customary” if it is within the range of fees that most providers who practice in the area charge.
- Reasonable – A charge is considered “Reasonable” if it is both usual and customary or if it is justified by the Payor because of complexity. Payor, CorVel or its designees use a nationally recognized third party database for UCR charges.

In determining UCR prevailing rates, Payors, CorVel or their designees use either (a) CorVel’s Enhanced Bill Review database or other nationally recognized databases to provide benchmarks for hospital charges in a hospital Health Care Provider’s geographic area and (b) databases provided by FAIR Health, Inc. or other nationally recognized databases to provide benchmarks for charges by non-hospital Health Care Providers in the applicable geographic area. The UCR prevailing rate is the 80th percentile of the relevant database benchmark for the fees and charges in Provider’s geographic area.

2. DELIVERY OF SERVICES

(a) Customer's Obligations

- (i) During the term of this Agreement, unless agreed to otherwise by the parties in writing, Customer shall utilize CorVel exclusively (even as to Customer) for audit, review and repricing services for Bills related to workers' compensation claims. A breach of the foregoing obligation shall constitute a material breach under this Agreement. Without limiting any other remedies available under law, a breach of the foregoing obligation with respect to PPO (as defined in Schedule 7) Provider Bills will result in immediate termination of all PPO discounts provided by CorVel.

(b) CorVel's Obligations

- (i) CorVel shall provide Bill Review Services described herein to Customer upon receipt of specific requests from Customer. In the absence of instructions from Customer to the contrary, which CorVel must approve, Bill Review Services shall be performed as described herein.
- (ii) Bill Review Services shall be completed within a reasonable period of time of CorVel's receipt by CorVel of all necessary billing information from Customer ("Complete Billing Information").
- (iii) To facilitate timely processing CorVel shall process (A) each Provider Bill within a reasonable period of time and within industry standards after CorVel's receipt thereof, and (B) batches of Provider Bills on a daily basis or as volume dictates.
- (iv) CorVel shall process PPO Provider reimbursements on behalf of Customer industry standards from receipt of the corresponding Bill Review Audit analysis from CorVel.
- (v) CorVel will be responsible for monitoring, "flagging" and returning to Customer duplicate copies of a Bill ("Duplicates").
- (vi) Any conflicts or complaints from medical providers ("Complaints") concerning Bill Review Services completed by CorVel initially will be handled directly by CorVel. CorVel will provide an initial response to a Complaint and will send a written response to the complainant that summarizes the nature of the Complaint and the steps CorVel has taken to resolve it. Customer may be asked to interject itself into a Complaint between CorVel and a medical provider to resolve the Complaint in a manner acceptable to Customer and as needed by CorVel. Notwithstanding the foregoing, Customer shall retain full responsibility for payment of all benefits and any other expenses or services required to be paid or provided under applicable policies or state and federal workers' compensation laws.
- (vii) CorVel agrees to supply Customer in the CorVel's standard format a transmission reflecting the results of the Bill Review Services provided hereunder.

(c) Savings for the Fee schedule or usual and customary service shall be:

- (i) for states having a Standard Fee Schedule: (A) the medical provider's original bill amount; less (B) the billed amount resulting from the allowance based on specified conversion factor(s) multiplied by referenced value(s).
- (ii) for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from UCR.

(d) Scanning Services

- (i) CorVel will provide Scanning Services and, when appropriate, Optical Character Recognition (“OCR”) Services. CorVel will timely and within industry standards, scan all bills and attached medical notes delivered to CorVel necessary for providing Bill Review services. Subject to applicable law and obtaining any required authorizations, CorVel also shall provide Scanning Services for additional claim-related documentation.
- (ii) All material scanned by CorVel hereunder shall be accessible to Customer through CareMC.

Clinical and Technical Assessment Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Clinical and Technical Assessment Services. CorVel provides this service to evaluate state specific complex rules and verify coding by providers when appropriate and supported by documentation. This can include clinical review to validate coding is correct for all applicable Provider bills, Ambulatory Surgical Center bills, and all Hospital bills (inpatient and outpatient) including:
 - (i) review and analysis of codes, charges, and billing structure for incorrect coding, incorrect billing, bundling, and up-coding of procedures which affect Standard Fee Schedule values;
 - (ii) review of bills, records, and documentation by a nurse and/or by a coder;
 - (iii) separation of charges not related to the compensable injury;
 - (iv) review and apply complex state specific rules;
 - (v) application of utilization review determinations and clinical edits;
 - (vi) diagnostic related group validation (i.e., verification that the diagnostic related group billed is appropriate for the services rendered); and
 - (vii) cost shifting of revenue and CPT codes.

2. DELIVERY OF SERVICES

- (a) CorVel will timely and within industry standards, complete Review Services and return the reviewed Bills to Customer, with any adjustments to identified overcharges.
- (b) Savings for the Review Services shall be:
 - (i) for states having a state mandated Standard Fee Schedule: (A) the bill amount in the Fee Schedule; less (B) the bill amount resulting from the nurse review services.
 - (ii) for states not having a state mandated Standard Fee Schedule: (A) the medical provider’s original bill amount; less (B) the bill amount resulting from the nurse review services.
 - (iii) for states having a state mandated Standard Fee schedule (A) the medical provider’s original bill amount; less (B) the bill amount resulting from technical review services.
 - (iv) for states not having a state mandated Standard Fee Schedule: (A) the medical provider’s original bill amount; less (B) the bill amount resulting from the technical review services.
- (c) Customer Responsibilities
 - (i) Customer shall pay bills reviewed by CorVel in a timely manner in accordance with all state guidelines, and agrees to waive any bill audit and/or other retrospective reviews regarding all bills for which CorVel has secured a reduction from the original billed charges.

(ii) If a medical provider submits an appeal, the bill will be reviewed again and, if any adjustment is necessary, CorVel will provide that information on the Explanation of Review (EOR).

CERiS

(Hospital Bill Itemization Review Services; Negotiation Services; Implant Cost Review Service) Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Hospital Line Itemization Review Services. (CERiS) performs its Services on Hospital Bills (inpatient and outpatient) and consist of procurement of actual bill itemization, (i) a line-by-line validation and comparison of the itemization description charges actually billed by a particular hospital to what CMS billing guidelines allow to be separately billed for in order to disallow inappropriate charges, and then will compare the valid itemization descriptions to the average itemization description charges utilized by other hospitals within a pre-designated geographic area, and and (ii) a review of charges that fall outside of any pre-contracted discounts or fee schedules, and generates payment recommendations in accordance with the Customer's "Payors Allowable" language. This service does not itself include negotiation services nor Implant Cost Services.
- (b) Negotiation Services. (CERiS) will provide negotiation services with respect to all Hospital Bills (inpatient and outpatient). CorVel will contact the provider for agreement of the negotiated rate. A signed agreement regarding such rates will be maintained by CorVel. CorVel will use its commercially reasonable efforts to enter into an agreement regarding negotiated rates in accordance with a mutually agreed upon schedule.
- (c) Implant Cost Review Service. (CERiS) includes Implant Cost Review services with respect to the applicability of the Customer's "Payors Allowable" plan or policy language that specifically addresses implant payments. CorVel will identify and provide the manufacturers implant cost through its proprietary repository of national implant invoice data. CorVel then determines the recommended payment in accordance with the Customer's "Payors Allowable". In the event there is insufficient implant invoice data for the requested implant, CorVel will notify the Customer and CorVel shall not be responsible for any costs, fees, damages or penalties for any such inability of CorVel to produce a cost savings per Customer's request.

2. DELIVERY OF SERVICES

- (d) When applicable CorVel will timely within industry standards, complete CERiS Services and return the reviewed Hospital Bills to Customer, together with a written summary of any adjustments to identified overcharges.
- (e) Savings for the CERiS Services shall be:
 - (i) for states having a state mandated Fee Schedule: (A) the bill amount in the Fee Schedule; less (B) the bill amount resulting from CERiS Services.
 - (ii) for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from the CERiS Services.
- (f) Customer Responsibilities
 - (i) Customer shall pay bills reviewed by CorVel in a timely manner in accordance with all state guidelines, and agrees to waive any bill audit and/or other retrospective reviews regarding all bills for which CorVel has secured a reduction from the original billed charges.

- (ii) Customer will identify all bills that are not eligible for Enhanced Bill Review Services due to:
 - (A) compensability; (B) a pre-negotiated rate with Customer or other previously established discount; (C) services that are “review only” due to litigation or other non-payment issues; and (D) duplicate bills.
- (g) If a medical provider questions the adjustment and/or balance bills the patient, and the claim payor notifies CorVel of such communication, CorVel will provide documentation of its findings. If the hospital provides corrective or qualifying information sufficient to alter our original adjustments, CorVel will revise its report, advise the claim payor of the new, corrected adjustment. Only in the event of a successful appeal of the reduction of the bill by the medical provider shall Customer be entitled to receive a credit for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

Preferred Provider Network Access Services (PPO)

Terms and Conditions

I. DESCRIPTION OF SERVICES

- (a) CorVel’s preferred provider organization is a network of hospitals, physicians and other providers (“Participating Providers”) that offer services at pre-negotiated Provider rates (“PPO Network”). CorVel also provides state certified preferred provider organization networks in states that maintain such networks.

II. DELIVERY OF SERVICES

- (a) CorVel will provide Customer with access to its PPO Network provided it is the exclusive preferred provider organization utilized by Customer. CorVel may at any time and in its sole discretion add and/or terminate any provider to or from the PPO Network.
- (b) CorVel will provide Customer with a web-based directory of its PPO Network providers.
- (c) Customer agrees that, during the Term of this Agreement Customer will not contract directly or indirectly with Participating Providers made known to Customer under this Agreement.
- (d) Customer will make reasonable effort to channel all Covered Persons to the Participating Providers as are allowed under the laws of that service area or state.

CAREIQ Services
Terms and Conditions

I. DESCRIPTION OF SERVICES

CareIQ is CorVel Nationwide Ancillary Benefit Management Program. CareIQ's network is comprised of direct provider contracts, affiliate networks and national vendor agreements. CareIQ is responsible to pay rendering providers timely for covered and approved services performed.

The CareIQ Ancillary Benefit Management Program includes; referral management and coordination, billing and invoicing, credentialed provider network management, and/or clinical oversight of treatment.

Services Included; Durable Medical Equipment, Home Healthcare, Transportation, Interpretation, Imaging and Diagnostics, Independent Medical Examinations, Age of Injury Determinations, Physical Therapy, Occupational Therapy, and other Rehabilitation and Ancillary Healthcare services.

II. PAYMENT FOR CAREIQ SERVICES

CorVel shall invoice and bill the CareIQ Services directly to the specific claims file.

CorVel reserves the right to increase and amend the rates set forth herein by notifying Customer of such amendment in writing, and Customer shall, if such amendment is unacceptable, have thirty (30) days from the date said notice is received to reject such amendment by delivery of written notice of rejection to CorVel. If CorVel does not receive such notice of termination within such thirty (30) day period, the amendment to the rates shall be deemed accepted by Customer and this Agreement shall continue in full force and effect, as so amended.

Pharmacy Benefit Program
Terms and Conditions

I. DESCRIPTION OF SERVICES.

- (a) CorVel shall be the exclusive provider of a Pharmacy Program inclusive of a PBM and a Provider Network representing Participating Pharmacy Providers that are obligated upon and after identification of a participant within CorVel's PBM to:
 - i. Accept a contracted rate, and
 - ii. Apply mandated processes and CorVel's Formulary and Concurrent Drug Utilization Review program at point-of-service before dispensing prescribed medications.

II. DEFINITIONS.

- (a) "AWP" shall mean the Average Wholesale Price for a Brand or Generic Drug Product. CorVel bases Customer pricing off of the reported AWP value from Medi-Span and the date of service.
- (b) "AWP Discount" shall mean the PBM discounts CorVel applies, per Customer's negotiated rates, to Covered Brand and Generic Drug Products, Compound Drugs and Specialty Meds.
- (c) "Brand Drug" shall mean a Covered Drug defined as a brand name drug in PBM proprietary Generic Code Conversion ("GCC") logic.

- (d) "Compound Drugs" shall be systematically identified when processing through the PBM via the Formulary. Drug compounding is often regarded as the process of combining, mixing, or altering ingredients to create a medication tailored to the needs of an individual patient. Compounding includes the combining of two or more drugs. Compounded drugs are not FDA-approved.
- (e) "Concurrent Drug Utilization Review" ("DUR") shall mean the algorithm systematically applied at a Participating Pharmacy before dispensing that considers the Presenting Drug's safety and efficacy in context with other drugs that have been dispensed. In addition, the algorithm includes applicable protocols and guidelines based on the Presenting Drug and specific claim history, such as the time period from the last fill of the same Drug.
- (f) "First Fill" shall mean a prescription filled by a Participating Pharmacy for a limited supply of Covered Drugs for a claim that is not, at the time, eligible. First Fill transactions follow CorVel's First Fill Formulary. The First Fill Formulary is for the immediate treatment of injuries, including common exposure drugs/vaccines. The pharmacy is instructed to fill any formulary prescription written by the treating physician, whether or not the claim is accepted as a workers' compensation claim. Most claims are ultimately accepted.
- (g) "Formulary" shall mean CorVel's Workers' Compensation Standard or state specific drug/drug class and brand/generic specific triggers systematically applied at a Participating Pharmacy before dispensing a Presenting Drug that prompts the pharmacy through its adjudication system to either: dispense the Presenting Drug, convert from brand to generic, attain approval to dispense,.
- (h) "Generic Drug" shall mean a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that (i) is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient; and (ii) defined as a generic drug in PBM proprietary Generic Code Conversion ("GCC") logic. In the adjudication process, CorVel applies Customer's negotiated Generic Drug discount rate to the AWP value of Covered Generic Drugs.
- (i) "GCC" refers to PBM proprietary Generic Code Conversion logic. GCC logic converts Medi-Span codes to the brand and generic codes used for claims adjudication.
- (j) "Good Samaritan (Emergency) Fill" shall mean a limited supply of Covered Drugs that are outside of the Formulary and typically dispensed outside of normal business hours (overnight, weekends or holidays) by a Participating Pharmacy without Customer's or CorVel's approval in order to meet, in the pharmacist's professional judgment, an immediate or urgent need. Customer is responsible for payment of drug charges processed through Good Samaritan Fills; CorVel assumes no liability.
- (k) "Mail Order Program" or "Home Deliver Program" shall mean the managed program from which Covered Drugs are dispensed and billed through CorVel's PBM. A pharmacy's status as a mail order pharmacy does not indicate participation in the CorVel PBM Mail Order Program. Mail Order participation is limited to designated pharmacies operating within the strict parameters of CorVel's Mail Order Program.
- (l) "Multi Source Brand" shall mean a Covered Drug specified as a brand name drug available from more than one manufacturer as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Multi Source Brand Drugs are eligible for conversions to Generic Drugs at the Participating Pharmacy.

- (m) "Multi Source Generic" shall mean a Covered Drug specified as a multi source generic drug as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Generic Drugs in their six month exclusivity period or limited supply drugs may be excluded from Multi Source Generic Drugs.
- (n) "PBM" shall mean Pharmacy Benefits Manager. CorVel performs as the PBM on behalf of its Customers.
- (o) "Presenting Drug" shall mean the drug ordered by the prescriber and presented on a signed prescription to a Participating Pharmacy and processed through CorVel's PBM.
- (p) "Rate application exceptions," per Billing and Payments of Pharmacy Program (below) sections (d) and (e), apply when either State Fee Schedule AWP Values or Customer's Negotiated PBM AWP Discount rates are lower than CorVel's Acquisition Price. CorVel's Acquisition Price reflects CorVel's cost of the Covered Drug plus a processing and management fee.
- (q) "Single Source Brand" shall mean a Covered Drug specified as a brand name drug available from only one manufacturer as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Single Source Brand Drugs are not eligible for conversions to Generic Drugs.
- (r) "Single Source Generic" shall mean a Covered Drug as determined by CorVel that may not have been purchased by pharmacies at standard Multi Source Generic Drug rates because of limited manufacturers, limited supply or exclusivity rights. In the adjudication process, Customer's Brand Drug AWP Discount value may be applied to Single Source Generic Drugs.
- (s) "Specialty Medications" shall mean certain pharmaceuticals, biotech or biological drugs, that are Covered Drugs used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling. In the adjudication process, Customer's Claims Professional's approval is required, and Customer's Brand Drug AWP Discount value and dispensing fee may be applied irrespective of the Presenting Drug's GCC (Generic Code Conversion) status.

III. DELIVERY OF SERVICES.

- (a) CorVel shall provide its Pharmacy Program's PBM and Network for the benefit of Customer.
- (b) Eligibility, First Fill, Pharmacy Identification (ID) Cards, and Mail Order/Home Delivery.

Pharmacy ID cards contain the necessary data elements to enable a Participating Pharmacy provider to electronically process through and transmit claim data to CorVel's PBM. The electronic transmission that occurs at the point of sale is required for application of Formulary, Concurrent Drug Utilization Review and contractual pricing.

- i. Customer agrees to promptly provide CorVel all information needed to produce and distribute Pharmacy ID cards to Eligible Claimants. Subject to applicable law, Customer will instruct Eligible Claimants to use the Pharmacy ID cards at participating network providers in order to facilitate the Pharmacy Program.
- ii. Distribution of Pharmacy ID cards does not guarantee that Pharmacy ID cards will be appropriately utilized by Eligible Claimants or Participating Pharmacies; therefore, Customer understands that claims assigned by Pharmacies to third party billers or paper bills submitted by the Pharmacies are not adjudicated through the prospective PBM.

- iii. CorVel, agrees to produce and distribute Pharmacy ID cards to Eligible Claimants upon receipt of all necessary Eligible Claimant information from Customer. CorVel will also send an introduction letter to the Eligible Claimant along with the Pharmacy ID card.
 - iv. CorVel will provide access for Eligible Claimants to the PBM Mail Order Program. CorVel will work with Customer to establish the parameters of the Mail Order Program and the process which will be utilized to encourage Eligible Claimant use of the Mail Order Program.
- (c) CorVel's PBM will present a proprietary or state mandated Formulary to Customer. Upon presentation of identification to a Participating Pharmacy, the Formulary will trigger the Participating Pharmacy's adjudication system to either:
- i. Automatically dispense certain medications, or
 - Obtain Prior Authorization (PA) approval from claims professional to dispense,
- (d) CorVel's PBM will implement a Concurrent Drug Utilization Review ("DUR") program on behalf of Customer,. Concurrent DUR includes a review of the drug history at the time the prescription is presented. Absent Customer's directions, DUR shall be performed in accordance with CorVel's PBM's standard service model.

IV. BILLING AND PAYMENTS OF PHARMACY PROGRAM.

- (i) Financial obligations of parties.
 - (i) Customer shall be financially responsible for all drug charges incurred by claimants for dispensed medications processed under CorVel's PBM. CorVel assumes no liability for drug charges with the exceptions noted below in subsection iii.
 - (ii) If the CorVel claims professional determines, upon receipt of CorVel's PBM invoice, that specific formulary and non-formulary drugs should not have been dispensed, the CorVel claims professional should inform the PBM as soon as possible.
 - 1. The PBM will request a reversal from the Participating Pharmacy. If granted, CorVel will reverse the drug charges, however, if the Pharmacy does not grant the PBM's request, Customer is responsible for payment of the drug charges; CorVel assumes no liability for drug charges with the exceptions noted below in subsection iii.
 - (iii) Upon receipt of an invoice, CorVel claims professional may timely dispute charges for drugs that were dispensed in error, triggering CorVel's PBM to reverse the drug charges, by notifying CorVel for any of the following reasons:
 - 1. CorVel's PBM and/or the Participating Pharmacy's violation of Formulary or Utilization Review Parameters set forth in Customer's DUR program, or in the Claimant Level Formulary; or
 - 2. Duplicate or inadvertent entries or other clerical mistakes on a PBM invoice.
- (ii) Invoicing and Payment.

On a per Covered Drug basis CorVel will apply daily for all drug charges and fees related to the PBM directly to the claim file.

CorVel shall invoice and bill directly all prescription fees to the specific claims file.

CorVel uses Medi-Span as our AWP data source. CorVel's Medi-Span database is updated daily and AWP values are applied on the date of dispense.

In all states with the exception of California, Customer will be billed the lesser of the state fee schedule AWP or the CorVel's negotiated rate.

(iii) Both parties understand that pricing indices historically used (including under this Agreement) for determining the financial components of pharmacy billing rates are outside the control of CorVel and Customer. The parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions and expectations of both parties as intended under this Agreement.

Both parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing neutrality as intended and not to benefit one party to the detriment of the other. Accordingly, to preserve this mutual intent, if pricing neutrality does change and CorVel undertakes any or all of the following:

- (i) Changes the AWP source, or other source if AWP is not applicable, across its book of business (e.g., from Medi-Span to First Databank); or
- (ii) Maintains AWP, or other source if AWP is not applicable, as the pricing index with an appropriate adjustment in the event the AWP, or other, methodology and/or its calculation is changed, whether by the existing or alternative sources; or
- (iii) Transitions the pricing index from AWP, or other source if AWP is not applicable, to another index or benchmark (e.g., to Wholesale Acquisition Cost);

Customer's negotiated PBM pricing will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement.

V. California Modification

On April 15, 2016, the State of California Department of Industry Relations applied the new Federal Upper Limit (FUL) index to the California Pharmacy Workers' Compensation Fee Schedule. The new FUL index has resulted in a need for CorVel to modify our current pricing structure based on the fee schedule changes and our contract language.

The FUL's impact and the modification is limited to generic drugs; brand drug pricing will not change. As per our contract, the modification will maintain "pricing neutrality" between both parties.

Peer Review/Medical Records Review Program
Terms and Conditions

I. DESCRIPTION OF SERVICES.

- (a) CorVel shall provide access, and deliver the services described in this Schedule 7 in connection with such access, to a panel of medical professionals who have been credentialed by CorVel as “Credentialed Providers” and who will perform Peer Review (“Peer Reviews”) and Medical Record Reviews (“MRRs”).
- (b) Peer Review/Medical Records Review is defined as the process of reviewing and commenting on the work, decisions and/or recommendations by one’s equal (peer) to ensure that it meets specific criteria such as federal and state regulations, and nationally accepted standards of care in rendering medical services.

II. DELIVERY OF SERVICES.

- (a) CorVel shall work only with Credentialed Providers under this Agreement. “Credentialed Providers” are medical professionals with respect to whom CorVel has performed its standard credentialing process. CorVel shall also verify that the medical professionals who are Credentialed Providers meet all applicable statutory and/or legal requirements regarding who can conduct a Peer Review or MRR.
- (b) Customer shall have the right to nominate medical professionals as candidates for addition to the panel of Credentialed Providers provided by CorVel for access by Customer (“Credentialed Panel”), subject to such medical professionals being credentialed by CorVel as Credentialed Providers.
- (c) Customer shall have the right, with written notice to CorVel, to request that CorVel cease using a specific medical professional from the Credentialed Panel for Customer’s claimants. Upon receipt of such notice from Customer, Supplier shall promptly cease using the specified medical professional as requested by Customer in such notice.
- (d) Customer may submit a request for a Peer Review or a MRR via phone, fax, or electronically via CorVel’s CareMC website, if applicable.
- (e) CorVel shall ensure that the MRR is assigned to a provider within 2 business days of receipt of request or in accordance with applicable State law.
- (f) CorVel will copy required medical records for the Peer Review or MRR as provided by the Customer’s file handler or legal office. CorVel will obtain additional medical records as requested.
- (g) CorVel shall deliver to Customer completed Peer Review and MRR reports within 7 business days of assignment to the Credentialed Provider. Prior to such delivery to Customer, CorVel shall complete its quality review of such report.
- (h) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

Medicare Set-Aside Services
Terms and Conditions

I. DESCRIPTION OF OTHER SERVICES

- a. Medicare Set-Asides: CorVel provides an extensive review of medical records and medical bills, producing a comprehensive report and cost projection outlining future Medicare eligible costs in anticipation of settling out future medical care on a Customer's employee or insured individual. Costs are determined through CorVel's proprietary Bill Review system as well as utilization of the online Red Book™ access for medication costs. Red Book™ is the accepted authority by CMS for pricing on all medications.
- b. Life Care Plans/Future Cost Projections: Life Care Plans/Future Cost Projections are a plan for optimal utilization of health care dollars that document objective view of the future health needs, services and related costs. It provides for comprehensive reports summarizing medical treatment and care and outlining life time needs for a Customer's employee or injured individual when they are catastrophically injured. Life Care Plans/Future Cost Projections are also used both for litigious settlements as well as projecting reserves setting.
- c. Medicare Conditional Payment Resolution: CorVel's service includes securing Medicare Conditional Payment letters and disputing the Medicare Conditional Payments unrelated to the claim. CorVel communicates directly with the Medicare contractors, the CRC (Commercial Repayment Center) or BCRC (Benefits Coordination & Recovery Center) to resolve the Medicare Conditional Payment debt.

II. DELIVERY OF SERVICES OF MEDICARE SET ASIDES

- a. Customer/Carrier shall provide the CorVel Medicare Set-Aside Hub office with a copy of the first report of injury, most recent two years of medical records and medical bills including indemnity payout, all operative reports, IMEs/AMEs as well as orders rendered by the workers' compensation judicial system. Appropriate releases for completion of request for service will be forwarded either to the Customer or, at the Customer's request, directly to counsel representing the injured worker to obtain the injured worker's signature.
- b. Customer may submit a request for a Medicare Set-Aside via email, phone, fax, or electronically via CorVel's CareMC website, if applicable.
- c. A certified Medicare Consultant ("Consultant") will review the medical records and bill summary, prepare a detailed summary of the records and a projection for future medical expense which are Medicare eligible. If requested, the Consultant will also provide a projection of those costs which are not Medicare eligible in order to provide the customer with their total medical exposure.
- d. The Consultant will return the completed Medicare Set-Aside report to the Customer within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the Consultant will acquire same. If the Medicare status of injured party is unknown or unclear, a request for Medicare status will be submitted to the Social Security Administration. Once the Medicare status is known, the Coordination of Benefits Contractor will be notified and conditional payments requested.

e. Upon Customer's request, CorVel Medicare Set-Aside Hub office will submit through the web-portal all required documents to enable CMS to review and approve the proposal. Items submitted include the Medicare Set-Aside report, the tentative settlement amount, along with other required documentation, to the Centers for Medicare & Medicaid Services (CMS). Upon receipt, CorVel Medicare Set-Aside Hub office will forward the CMS Determination letter to the Customer. Final executed settlement documents (reflecting CMS recommended Medicare Set-Aside amount) will be provided to CorVel Medicare Set-Aside Hub by the Customer/counsel and then forwarded by CorVel to CMS through the web-portal.

f. Upon request from Customer, CorVel shall provide Customer quarterly activity report within twenty (20) business days following the applicable quarter.

III. DELIVERY OF SERVICES OF LIFE CARE PLANS/FUTURE COST PROJECTIONS

- i. Customer shall provide all available medical records and billing to CorVel Medicare Set-Aside Hub office as well as any other pertinent records for initial review.
- ii. For a Life Care Plan, a visit to the residence of the Customer's employee or injured individual with interview of claimant and family will be conducted after permission is acquired by the Customer. The interview will include evaluation of the home setting, extensive information gathering, and pictures of the various equipment and housing structures.
- iii. Letters will be sent to all treating physicians to obtain their opinions on future medical treatments including medications and therapies for the claimant. The physician's opinions will be included as recommendations within the Life Care Plan summaries.
- iv. Future cost projections are utilized to immediately set reserves for future medical needs regarding catastrophic or major injuries. Home visits are not conducted for a future cost projection.
- v. Customer may submit a request for a life care plan or future cost projection via email, phone, fax, or electronically via CorVel's CareMC website, if applicable.

Medicare Agent Services

Terms and Conditions

I. DESCRIPTION OF OTHER SERVICES

In order to assist Customer, as a Responsible Reporting Entity ("RRE"), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services ("CMS") under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the "Act") regarding certain injured parties who are Medicare Beneficiaries, CorVel provides Medicare Agent services as described below subject to the provisions of the final regulations to be issued by CMS.

II. DESCRIPTION OF MEDICARE AGENT SERVICES

- (a) Upon designation as Customer's Medicare Agent, CorVel shall provide Customer assistance with Customer's registration as a Responsible Reporting Entity ("RRE") within the statutory timeframes required by CMS under the Act.
- (b) CorVel and Customer will establish an electronic data interface to facilitate the exchange of specific claims data (via a multi-line claim feed layout) required to be reported to CMS under the Act; thereafter, as Customer's designated Medicare Agent, CorVel will initiate

a test file interface with CMS within the statutory timeframes required by CMS under the Act.

- (c) Upon successful completion of the test file interface, CorVel will commence an ongoing monthly query process on behalf of Customer where CorVel will transmit through the CMS Query Tool certain basic claims data elements (claimant name, social security number, date of birth and gender) on all of Customer's open medical claims for CMS to determine if such claim data elements match a valid CMS record indicating Medicare eligibility. CorVel will report the results of such query on CareMC for Customer to review. In the event the CMS Query Tool determines any such claim is invalid due to an error or missing information, then Customer shall be responsible for reviewing, researching and correcting such claims data directly on CareMC for resubmission by CorVel through the CMS Query Tool on the next monthly query process transmission; provided, however, if Customer so requests, CorVel will provide such research regarding Medicare eligibility at an additional hourly rate and such research shall include claimant's name, social security number, date of birth, gender and any other required data field.
- (d) Once it is determined through the CMS Query Tool that a claimant is Medicare eligible, CorVel will commence the transmission of mandatory quarterly electronic claims reporting of those claimants to the Coordination of Benefits Contractor ("COBC") on Customer's behalf within the specific 7-day reporting period assigned to Customer by CMS. A copy of the initial report shall also be posted by CorVel on CareMC for Customer to review. The COBC will confirm either acceptance of the Medicare eligible claims thus reported or return any files for which data is missing or incorrect. CorVel shall post on CareMC any error reports from the COBC showing such files containing missing or incorrect data for Customer to research and correct directly on CareMC. Once corrected, CorVel will resubmit such files to the COBC during the next quarterly reporting file.
- (e) CorVel, as Customer's designated Medicare Agent, will continue to electronically transmit to the COBC on a quarterly basis all new and updated claims identified through the CMS Query Tool as Customer's Medicare eligible claims.
- (f) CorVel, as Customer's designated Medicare Agent, will also electronically transmit to the COBC any monetary settlement data received from Customer on Customer's Medicare eligible claims.
- (g) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

III. LIMITATION OF LIABILITY REGARDING MEDICARE AGENT SERVICES

In order to assist Customer, as a Responsible Reporting Entity ("RRE"), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services ("CMS") under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the "Act") regarding certain injured parties who are Medicare Beneficiaries, CorVel agrees to provide Medicare Agent services as described in Schedule 2 attached hereto subject to the provisions of the final regulations to be issued by CMS, including information relating to such claimant, and the establishment and maintenance of an electronic data interface with CMS's computer system to the extent required by law and within the time period required by CMS so as to avoid the incurrence of penalties and fines ("RRE Reporting Obligations").

- (a) In order for Customer to meet its RRE Reporting Obligations, Customer shall promptly review the results of the CMS Query Tool, research any errors or missing data and resubmit such corrected or missing data promptly to CorVel within the applicable timeframes so that CorVel can timely report such corrected or missing data to CMS.
- (b) In the event that information supplied by Customer to CorVel is incorrect, incomplete or untimely delivered and prevents CorVel from completing a timely transmission to CMS as required under the Act, or leads to errors in transmissions to CMS, Customer shall be solely responsible for promptly resubmitting corrected data to CorVel, and CorVel will not be liable for any damages, fines, penalties or other amounts to the extent arising from such incorrect, incomplete or untimely delivered information. CorVel shall promptly notify Customer via a posting on CareMC if CorVel receives notice from CMS that a transmission submitted by CorVel on behalf of Customer as an RRE contains incorrect, incomplete or untimely delivered information. If CorVel fails to provide such posted notice on CareMC and Customer incurs damages, fines or other penalties that would not have been incurred but for such failure of CorVel to provide such posted notice on CareMC, CorVel shall remain liable for such damages, fines or penalties. Customer shall release CorVel from any and all penalties or other fines imposed by CMS and its related governmental agencies, in the event information supplied by Customer to CorVel is incorrect, incomplete or untimely delivered and prevents CorVel from submitting a report to CMS or leads to errors in submissions to CMS. Subject to the foregoing, CorVel shall be liable for penalties and other fines resulting solely from CorVel's failure to properly and timely transmit complete and accurate Medicare Beneficiary information on behalf of Customer in accordance with its RRE Reporting Obligations as described above.

Clearinghouse Payer Agent Services Program
Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Clearinghouse Payer Agent Services: CorVel shall act as Customer's agent under this Agreement. CorVel's clearinghouse receives bills from health care providers in electronic form, verifies the data integrity of the information on the bills, and routes directly to CorVel's Bill Review system for completion of CorVel's Bill Review service. Explanation of Benefit (EOR) information will be transmitted to providers from CorVel in the ANSI 835 format. CorVel will send 835 data to health care providers via its clearinghouse upon CorVel's completion and approval of all Explanation of Reviews (EOR's) via CorVel's Bill Review service in compliance with the local governing state laws and regulations.
- (b) Compliance with applicable law: CorVel shall ensure that Clearinghouse Services are provided in compliance with the applicable laws, statutes, rules and regulations of the state service shall be provided in. Customer agrees to timely provide to CorVel information and assistance requested by CorVel and reasonably required to ensure such compliance.

2. SETUP AND DELIVERY OF SERVICES

- (c) Routing Directly to Bill Review: A test sample of Customer's bills will be pulled from the clearinghouse test system and imported to the bill Review test system. Bill Review results will be output to Customer through the existing format. Routing bills through CorVel's Test bill review system may require three to four weeks. CorVel will make reasonable efforts to begin testing within five business days of the request for services.

3. PRICING STRUCTURE

The cost of Clearinghouse Payer Agent Services is as follows:

- For customers for whom CorVel provides bill review services – No additional charge

Advocacy 24/7 Nurse Triage Services

Terms and Conditions

CorVel shall provide to Customer the following Services related to Nursing Coordination of Care Services:

- Answer calls received 24 hours a day/7 days per week on CorVel maintained Customer triage telephone line.
- Instruct the caller / injured employee on first aid and or initial injury treatment.
- Facilitate assessment at a designated outpatient clinic or emergency room as needed.
- Follow up with the injured employee within 24 hours of initial report to evaluate current condition.
- Document all calls and communicate to appropriate parties.

An incident shall encompass

- The nurse receipt of the initial call,
- The gathering of necessary information and distribution of said information to the appropriate parties, and
- One clinical follow-up to the injured employee in the first 24 hours following the initial call.

Medication Review Services

Terms and Conditions

I. DESCRIPTION OF SERVICES.

- (a) CorVel acknowledges there is a subset of patients in the system that do not improve despite extensive diagnostic testing and numerous treatments. CorVel knows these relatively fewer cases drive a disproportionate amount of costs. Interestingly, these “creeping catastrophic” claims often present as a simple strain or sprain injury or diffuse spinal pain. There is ample data to suggest that bio-psychosocial factors can amplify, sustain or mitigate a patient’s perception of disability in these cases. CorVel shall use clinical modeling to identify those patients at risk for delayed recovery and apply an interdisciplinary bio-psychosocial approach to their care.
- (b) CorVel offers a variety of interventions that are recommended depending on the severity and chronicity of the claim. They can be utilized separately or integrated in a more comprehensive management plan again depending on claim severity and patient characteristics.

II. DELIVERY OF SERVICES.

Medication Review:

- CorVel’s contracted physician will evaluate the medical necessity of each currently used or prescribed medication.
- CorVel’s contracted physician will recommend elimination of duplicative medications.
- CorVel’s contracted physician will determine and recommend medications that may replace and be equally or more effective than one or a group of currently used/prescribed medications.

- CorVel's contracted physician will recommend medications that are pharmacologically similar to currently used or prescribed medications when available at a lower cost (same or similar class, less cost, generic when available).
- CorVel's contracted physician will attempt Peer to Peer contact by calling the PTP.
- CorVel's contracted physician will provide the customer a written agreement from the prescribing physician (if agreement is reached) for alternate treatment plan.
- On cases where agreement is not met between CorVel and the PTP a written report will be generated and sent to the customer that includes a written summary of all activity that will include recommendations, rationales and potential savings identification made by CorVel's contracted physician.
- Allowances will be made for the attending physician to bill for their time spent on the teleconference at the applicable fee schedule.

Wellness Program:

Cases can be initially referred to a network of cognitive behavioral therapists who function to help the patient/claimant improve their pain coping skills, change their perception of disability and decrease fear-avoidance behaviors that are often a significant barrier for RTW.

TeleHealth Services

Terms and Conditions

CorVel shall provide TeleMedicine visits to Customer's injured employees who opt for such service for as level of care determinations are made through our 24/7 nurse triage hotline. A TeleMedicine visit is a single synchronous virtual consultation through CorVel's third party vendor platform between a Qualified Professional and a claimant ("TeleMedicine").

CorVel's 24/7 triage nurses are trained to provide an initial assessment and will provide immediate referral to medical care when needed. Nurses may refer to TeleMedicine as appropriate (i.e., musculo-skeletal injuries).

- TeleMedicine virtual visits are always an "option" for the injured employee.
- If opted by the injured employee, CorVel connects the injured employee to a physician immediately via a computer, tablet or phone.
- If the injured employee decides that he/she does not want a TeleMedicine visit, CorVel will immediately offer to schedule the injured employee with a traditional, in-person PPO medical provider located at a convenient, clinic-based location.

A TeleMedicine "visit" is defined as "A Consultation Unit" is a single synchronous consultation through the Platform between a Qualified Professional and a patient."

**CORVEL ENTERPRISE COMP, INC.
CAREMC LICENSE AGREEMENT**

This CareMC License Agreement (this “License Agreement”) is entered into as February 1, 2022 (the “Effective Date”) by and between CorVel Enterprise Comp, Inc., a wholly-owned subsidiary of CorVel Corporation (“CorVel”), 1920 Main Street, Suite 900, Irvine, CA 92614 (“CorVel”) and The City of Richland WA (“Customer”).

RECITALS

WHEREAS, CorVel has developed a proprietary software solution (the “CareMC Application”) which is accessible via the CorVel web site located at URL www.caremc.com (the “CareMC Site”), through which CorVel provides its customers with the option of utilizing certain Third Party Claims Administration Services and bundled Managed Care Services, including certain Bill Review Services, online (such automated and online components of CorVel’s Managed Care Services, “Online Services”); and

WHEREAS, CorVel has developed a proprietary smartphone application (“My Care Services” smartphone app) for Customer and Customer’s claimants accessible via claimant’s own independent smartphone including but not limited to Apple’s iOS 7.0+ or Android 4.0+ or other smartphone device with such access capabilities; and

WHEREAS, CorVel provides its customers with the option of accessing certain Third Party Claims Administration Services and bundled Managed Care Services by means of CorVel’s proprietary software solution (the “CareMC Application”) via the CorVel web site located at the URL “www.caremc.com” (the “CareMC Site”); and

WHEREAS, CorVel and Customer have entered into a Letter of Intent dated January 1, 2022 with the finalization of a Master Services Agreement to replace on January 1, 2022; and

WHEREAS, Customer desires to be provided with access to and use of the CareMC Application by means of an Internet browser under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the promises made herein, and other good and valuable consideration the receipt which is hereby acknowledged, the parties agree as follows:

1. ACCESS TO THE CAREMC APPLICATION

A. Terms of Use. The parties acknowledge and agree that the terms and conditions under which particular Third Party Claims Administration Services and bundled Managed Care Services are provided by CorVel and the terms and conditions under which Customer may access and use the CareMC Application in order to utilize the online and automated components of such Third Party Claims Administration Services and bundled Managed Care Service (the “Online Services”) shall be governed by the terms and conditions of this License Agreement.

B. My Care App. Customer agrees and acknowledges the terms and conditions that Customer’s claimants shall agree upon by utilizing CorVel’s My Care App as described hereunder as Attachment A-1 to this License Agreement.

C. Registration Information. Prior to accessing the CareMC Application, Customer shall provide CorVel with certain registration information requested therein (“Registration Information”). Customer represents and warrants that (i) the Registration Information Customer provides is true, accurate, current and complete, and (ii) the Registration Information will be updated as necessary to keep such data true, accurate, current and complete.

D. Passwords and Levels of Access. As soon as practicable after the execution of this License Agreement, CorVel shall provide a master password to Customer that allows Customer initial access to the Online Services (the “Master Password”). Customer shall then designate a group of Authorized Users. The group of Authorized Users (“Restricted Users”) shall have access to all data available on the CareMC Site including data that constitutes or contains “personally identifiable information” (“PII Data”) as such term is defined in any applicable state or federal statutes or regulations. Each Restricted User shall initially access the Online Services by means of the Master Password, then shall be required to choose his/her own unique password (each, a “Restricted Password”) for all future access.

E. Security of Passwords. Customer acknowledges and agrees that it shall be solely responsible for (i) selecting Authorized Users, (ii) assigning the various levels of authority and access each Authorized User may have to the CareMC Application, Online Services and Customer Data, including by determining which Authorized Users shall be Non-Restricted Users, (iii) ensuring that only Authorized Users have access to the Master Password, only Restricted Users have access to the Restricted Passwords and only Non-Restricted Users have access to Non-Restricted Passwords, (iv) implementing a system to control, track and account for all Restricted Passwords and Non-Restricted Passwords, (v) strictly maintaining the confidentiality and integrity of the Master Password, Restricted Passwords and Non-Restricted Passwords and levels of authority among Authorized Users, and (iv) ensuring that Authorized Users shall at all times comply with the terms and conditions of this License Agreement. Customer further agrees that it shall notify CorVel immediately in writing if the security or integrity of a password has been compromised.

F. Customer Data. Responsibility for ensuring that the content and data input into the CareMC Application by Customer or Authorized Users (“Customer Data”) is accurate, reflects Customer’s requirements and is entered correctly lies solely with Customer. All data generated by and through Customer’s use of the CareMC Application and Online Services shall reside on CorVel’s server. CorVel reserves the right to temporarily suspend access to any Customer Data that it determines, in its sole discretion, violates the terms and conditions of this License Agreement or any applicable laws.

G. Changes to the CareMC Application. CorVel reserves the right, at any time in its sole discretion and without liability to Customer, to delete or change features of the CareMC Application, CareMC Site or Online Services provided such changes do not materially alter the functionality, efficiency or performance of the CareMC Application.

2. LICENSE AND RESTRICTIONS

A. Limited License. Subject to the terms and conditions of this License Agreement, CorVel grants to Customer during the License Term (as defined in Section 8A below) a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, and allow Authorized Users to access and use, the CareMC Application via the CareMC Site solely for Customer’s own internal business use and operations. Customer shall access and use the CareMC Application in accordance with the user’s guides and online instruction provided to Customer by CorVel (“Documentation”) and all applicable laws, statutes, rules and regulations.

B. Restrictions. Customer shall not, and shall not allow Authorized Users or any third party to (i) rent, lease, re-license or otherwise provide access to the CareMC Application or Online Services to any third party, (ii) alter, modify or create derivative works of the CareMC Application, (iii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the CareMC Application or replicate the functionality of the CareMC Application for any purpose, or (iv) copy the CareMC Application or any content, materials, information and other data provided by CorVel on the CareMC Site or used in providing the Online Services (“CorVel Content”) and/or Documentation without CorVel’s prior written consent.

C. Third Parties. Customer shall not allow any third party to have access to the CareMC Application or Online Services without prior written consent of CorVel and ensuring that (i) such third party enters

into a legally enforceable written agreement with CorVel, or (ii) CorVel and Customer shall enter into a Letter Agreement whereby Customer assumes all responsibility and liability for access by such third party.

D. Ownership. CorVel owns and shall retain all right, title and interest in and to the CareMC Application, Documentation, CareMC Site, Online Services, CorVel Content and any intellectual property rights inherent therein or arising therefrom. In addition to CorVel's rights in the individual elements of the CorVel Content, CorVel owns a copyright in the selection, coordination, arrangement and enhancement of the CorVel Content. Neither Customer nor any Authorized User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Documentation or CorVel Content.

A. E. Compliance Monitoring and Audits. CorVel may monitor and perform remote audits of Customer's use of the CareMC Application and CareMC Site for the purpose of verifying that Customer and Authorized Users are using the CareMC Application in compliance with the terms of this CareMC License Agreement. CorVel reserves the right, to temporarily suspend Customer's or any Authorized User's access to the CareMC Application in the event Customer or such Authorized User engages in, or CorVel in good faith suspects is engaged in, any unauthorized conduct. Upon such suspension, CorVel shall immediately inform Customer of such suspension and though the support of Customer resolve any issue which has arisen within a commercially reasonable timeframe.

3. INFRASTRUCTURE, MAINTENANCE AND SUPPORT

A. CorVel Infrastructure Obligations. Subject to Customer's compliance with the terms and conditions of this License Agreement, CorVel shall be responsible for providing and maintaining the hardware, software and other equipment required to host the CareMC Application for Customer ("CareMC Infrastructure"). The CareMC Infrastructure is subject to modification by CorVel from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware, provided such modifications shall not in the aggregate degrade the performance of the Online Services utilized by Customer. Customer understands and acknowledges that such modifications may require changes to Customer's Internet access and/or telecommunications infrastructure to maintain Customer's desired level of performance. CorVel shall give Customer reasonable prior written notice of any such modifications.

B. Customer Infrastructure Obligations. Except for the CareMC Infrastructure, which will be provided by CorVel, Customer shall be responsible for obtaining and maintaining all hardware, software, equipment, Internet access and/or telecommunications services and other items or services furnished by third party vendors or providers ("Third Party Providers") required to enable Customer to access and use the CareMC Application and CareMC Site as contemplated hereunder.

C. Support. CorVel will provide general support regarding questions on the CareMC Application and CareMC Site via email and by telephone from Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. Pacific Standard Time, excluding holidays.

D. Scheduled Maintenance. CorVel will use reasonable efforts to (i) perform any scheduled downtime outside of Customer's normal business hours, (ii) notify Customer of all scheduled downtimes at least seventy-two (72) hours in advance, and (iii) perform software updates to the CareMC Application with minimal disruption to Customer's use of the Online Services.

E. System Monitoring. CorVel will use reasonable efforts to continuously monitor its web servers and database servers to ensure that they are functioning properly.

F. Security. CorVel will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN), and other security technologies. CorVel will use reasonable efforts to as pursuant to applicable laws report to Customer any confirmed breach of CorVel's systems affecting Customer Data within seventy-two (72) hours .

G. Disaster Recovery and Backup. CorVel will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. CorVel has implemented third party backup and restoration technology to enable high speed recovery of data. CorVel utilizes redundant load balanced industry standard servers for 24x7, 365 day access, except for regularly scheduled system maintenance and upgrade processes. SQL Server databases are hosted on clustered servers offering fall-over capability, redundant communication links, and load balanced application servers. Backup tapes are restored into a test environment not less than quarterly to confirm validity of backups. The CareMC Site has redundant inbound Internet and Intranet connectivity.

H. Professional Managed Care Services. If Customer requires any additional professional services relating to the CareMC Application or Online Services from CorVel including but not limited to integration with Customer's electronic data interfaces (EDIs) or other Customer systems, Customer shall submit a written request to CorVel for such services. CorVel shall, in good faith, consider providing such services at its then-current professional services fee rate and standard terms and conditions.

4. REPRESENTATIONS AND WARRANTIES

A. Customer Representations. Customer represents that (i) it has the legal authority to provide the Customer Data to CorVel hereunder, and (ii) it is fully aware and knowledgeable of and shall comply with its duties and responsibilities with respect to the privacy and confidentiality of medical records and protected health information under applicable federal and state laws, including but not limited to those imposed by applicable state and federal privacy and security laws. Upon written notice to Customer, CorVel may modify or temporarily suspend Customer's access to and use of the CareMC Application, Online Services and/or CareMC Site as necessary to comply with any law or regulation.

B. CorVel Warranties. CorVel warrants that (i) it shall use commercially reasonable professional practices and good workmanship in providing the CareMC Application, and (ii) Customer support will be performed consistent with generally accepted industry standards. These warranties extend only to Customer.

C. Exclusive Remedy. For any breach of the foregoing warranties, CorVel's entire liability and Customer's exclusive remedy will be the correction of the problems or errors that cause the breach of warranty, if feasible, or termination of the Agreement.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. Disclaimers. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN SECTION 4B ABOVE, CORVEL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES AS FOLLOWS:

(i) Internet Usage. Customer acknowledges that the Internet is essentially an unregulated, insecure and unreliable environment, and that the ability of Customer to access and use the CareMC Application is dependent on the Internet and hardware, software and services provided by various Third Party Providers. CORVEL SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S INABILITY TO ACCESS OR USE THE CAREMC APPLICATION TO THE EXTENT SOLELY CAUSED BY FAILURES OR INTERRUPTIONS OF ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY CUSTOMER OR THIRD PARTY PROVIDERS.

(ii) CareMC Application. CUSTOMER ACKNOWLEDGES AND AGREES THAT CORVEL DOES NOT WARRANT THAT THE CAREMC APPLICATION OR ONLINE SERVICES ARE ERROR FREE, THAT CUSTOMER WILL BE ABLE TO ACCESS OR USE THE CAREMC APPLICATION OR ONLINE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE CAREMC SITE AND CAREMC APPLICATION ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

B. Exclusion of Damages.

(i) Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES) UNDER THIS AGREEMENT, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF WHETHER CLAIMS UNDER THIS AGREEMENT ARE BROUGHT UNDER TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

(iii) Acknowledgment. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an essential element in setting consideration under this Agreement.

6. INDEMNIFICATION

A. Mutual Indemnification. Subject to section 6D below, each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees ("Losses") incurred in connection therewith.

B. Indemnification by CorVel. Subject to Section 6D below, CorVel shall defend any third party suit or action against Customer to the extent such suit or action is based on a claim that Customer's permitted use of the CareMC Application under this Agreement constitutes an infringement of a United States patent, trademark, trade name, trade secret, copyright or other United States intellectual property right, and CorVel will pay those Losses finally awarded against Customer in any monetary settlement or final, non-appealable judgment of such suit or action which are specifically attributable to such claim. This indemnity does not apply to any claims based on Customer's use of the CareMC Application (i) in violation of this Agreement or the Documentation (as defined in the CareMC License Agreement), (ii) in combination with any other software, hardware, network or system where the alleged infringement relates to such combination, or (iii) based on CorVel's compliance with Customer's instructions, designs or specifications where the alleged infringement relates to such compliance. If any portion of the CareMC Application becomes, or in CorVel's opinion is likely to become, the subject of a claim of infringement, then CorVel may, at its option and expense, procure for Customer the right to continue using the CareMC Application or replace or modify the affected portion of the CareMC Application so that it becomes non-infringing. If neither alternative is reasonably available, CorVel may terminate this Agreement. THE FOREGOING STATES CORVEL'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR INFRINGEMENT CLAIMS.

C. Customer Indemnification. Subject to Section 6D below, Customer shall defend, indemnify and hold harmless CorVel from Losses arising out of or relating to (i) Customer's misuse of, modification to, rejection of or failure to implement on a timely basis any of CorVel's recommendations made hereunder, (ii) acts or omissions by CorVel that were undertaken at the express direction of Customer, (iii) Customer's use of the CareMC Application in violation of the terms of the CareMC License Agreement, (iv) data or content included in or omitted from Customer Data (as defined in the CareMC License Agreement), (v) subject to Section 6A above, any claim by an employee of Customer or Customer's insureds brought against CorVel due to the recommendations made by CorVel hereunder and not caused by a breach by CorVel of its obligations hereunder in providing such recommendations, and (vi) any claim described in Section 6B(i)-(iii) above.

D. Conditions. The parties' indemnification obligations under this Section 6 are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying

party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). If the indemnifying party assumes the defense of any claim hereunder, the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party.

7. INSURANCE

A. CorVel Insurance. CorVel, at its sole expense, agrees to maintain, at all times during the term of the Agreement, the required professional liability, errors and omissions, workers' compensation, general, and auto liability insurance coverages as set forth on the Certificate of Insurance provided with the executed Service Agreement with an effective date of *[insert date]*.

B. Customer Insurance. Customer, at its sole expense, agrees to keep in force comprehensive general liability insurance and professional liability insurance with coverage limits in accordance with acceptable industry standards for the term of this Agreement. Upon request by CorVel, Customer shall furnish CorVel with a certificate of such insurance or letter evidencing coverage. Customer shall provide CorVel with prior written notice of any cancellation, non-renewal or material change to any such insurance coverages pursuant to its insurance policies. It is agreed that Customer shall be deemed in compliance with this Section 7B by being self-insured under terms and conditions and with sufficient reserves as is customary within the industry for companies of comparable size and operations.

8. LICENSE TERM AND TERMINATION

A. Term. The Term of the License Agreement shall run coterminous with the Master Agreement unless terminated pursuant to Section 8B or 8C hereunder this License Agreement.

B. Termination for Convenience. Either party shall have the right to terminate this License Agreement for any reason or for no reason, upon ninety (90) days written notice to the other party.

C. Termination for Cause. This License Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this Agreement and does not cures such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment, as permitted under the terms and conditions of this License Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days).

D. Effect. Except to the extent expressly provided to the contrary herein, any right of action for breach of the License Agreement prior to termination, and the following provisions shall survive the termination of this License Agreement: Sections 1G, 2D, 4, 5 and 6. Additionally, upon termination or expiration of the License Agreement (i) CorVel shall provide Customer with any proprietary data belonging to Customer, in the current format in which it is stored at CorVel at the termination of the License Agreement, (ii) all licenses granted under this License Agreement shall terminate immediately, (iii) all rights to use the CareMC Application and Online Services shall cease immediately, and (iv) each party shall promptly return all information, documents, manuals and other materials belonging to the other party related to this License Agreement, whether in printed or electronic form, except as otherwise provided in this License Agreement, including without limitation all confidential information of the other party then currently in its possession.

9. CONFIDENTIALITY

A. Definition of Confidential Information. "Confidential Information" shall mean any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, the parties agree that (i) the CareMC Application, Documentation, CorVel Content (as defined in the in the CareMC License Agreement) and all software, source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information relating thereto constitutes Confidential Information of CorVel, and (ii) the Customer Data (as defined in the CareMC License Agreement) constitute Confidential Information of Customer.

B. Disclosure and Use of Confidential Information. The Confidential Information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat such Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.

C. Exceptions. Notwithstanding the foregoing, the parties' confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party, (ii) becomes publicly available without fault of the Receiving Party, (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (iv) is approved for release by written authorization of the Disclosing Party, (v) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information, or (v) is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, provided, however, that the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

The Parties acknowledge that Customer is a public agency bound by the Washington Public Records Act, Ch. 42.56 RCW. Records created by CorVel but provided to the Customer for use or retention shall become the records of the Customer, and will be retained and disclosed by the Customer pursuant to Washington state law. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The Customer's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the Customer. Customer will not refrain from disclosing any record under an exemption that may be specific to CorVel or a third party. In the event CorVel objects to release of any record generated by CorVel but in the possession of the Customer, CorVel may seek judicial approval to prevent such disclosure at CorVel's sole expense. Customer shall neither aid nor interfere with CorVel's request for an injunction to prevent disclosure of any record that has become a public record under this Agreement.

D. Use of Data. Nothing shall prohibit CorVel from using aggregate, non-identifying, statistical data generated through its customers', including Customer, use of the CareMC Application and Online Services for analytical purposes, provided that CorVel shall not use or disclose any such data or information in a manner that would reveal the identity of, or other confidential information concerning, Customer. Such aggregate, non-identifying statistical data could include, without limitation, statistics regarding usage of the CareMC Application and Online Services, the number of case referrals generated through the CareMC Application and Online Services and the efficiencies gained by CorVel customers through their use of the CareMC Application and Online Services.

10. GENERAL PROVISIONS

A. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Washington and the United States without regard to conflicts of laws provisions thereof. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties submit to the jurisdiction of the United States federal courts for the State of Washington and agree, that said courts have the sole and exclusive jurisdiction over any cause of action arising under or in connection with this Agreement.

B. Compliance with Laws. Both parties shall comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

C. Contacts for Notices. All written notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by facsimile or internationally recognized delivery service to the address or fax number set forth below, unless such address or fax number is changed by notice, to the other party, as permitted hereunder. Any notices shall be deemed given on the date received, as indicated (i) by receipt of electronic answer back in the case of facsimile, or (ii) the records of the delivery service, if by courier.

If to CorVel:

CorVel Corporation
1920 Main Street, Suite 900
Irvine, California 92614
Attn: Legal Department
Phone: (949) 851-1473
Fax: (866) 434-2469
Email: Corporate_Legal@corvel.com

If to Customer:

The City of Richland
625 Swift Blvd., MS-12
Richland, WA 99352

Attn: Lacey Paulsen, Human Resources Director

D. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written consent of the non-assigning party. Notwithstanding the foregoing, CorVel may assign this Agreement to any acquiror of all or of substantially

all of CorVel's equity securities, assets or business related to the subject matter of this Agreement. Any attempted assignment in violation of this Agreement shall be void and without effect.

E. Severability. Should any term of this Agreement be declared void or unenforceable by any arbitral tribunal or court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

F. Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

G. Relationship of the Parties. The relationship of CorVel and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other, or (ii) to constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or otherwise give rise to fiduciary obligations between the parties.

H. Force Majeure. Except for the obligation to make payments, nonperformance by either party shall be excused to the extent that performance is rendered impossible by war, acts of terrorism, strikes, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control of the non-performing party.

I. Entire Agreement. This Agreement constitutes the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby.

J. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date set forth above.

CORVEL ENTERPRISE COMP, INC.

CITY OF RICHLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-12, Approving the Final Plat of Falconridge - Phase I

Department:
Development Services

Ordinance/Resolution Number:
2022-12

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-12, approving the final plat of Falconridge - Phase I, subject to completion of the conditions of approval in the Hearing Examiner's decision report and the terms and conditions of the fully executed Security and Improvement Agreement.

Summary:

The final plat of Falconridge - Phase I proposes to divide 14.6 acres into twelve (12) lots for single-family home construction, together with three (3) tracts. The project site sits atop Little Badger Mountain at the intersection of Falconcrest Loop and Morency Drive. A Security and Improvement Agreement in the amount of \$210,300 has been established to secure incomplete infrastructure.

Staff recommends adoption of Resolution No. 2022-12.

Fiscal Impact:

Approval of the final plat of Falconridge - Phase I will foster the creation of twelve (12) new lots available for single-family residential home construction. The new homes will contribute to the city's tax base by way of increasing Richland's total assessed value.

Attachments:

1. Resolution No. 2022-12
2. Vicinity Map

RESOLUTION NO. 2022-12

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING APPROVAL OF THE FINAL PLAT OF
FALCONRIDGE – PHASE 1 SUBJECT TO THE CONDITIONS OF
APPROVAL CONTAINED IN RICHLAND HEARING EXAMINER
DECISION NO. S2020-101.**

WHEREAS, on May 11, 2020, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Falconridge as submitted by Bauder Homes LLC; and

WHEREAS, on June 12, 2020, the Richland Hearing Examiner issued a decision conditionally approving the preliminary plat of Falconridge; and

WHEREAS, Bauder Homes LLC applied for approval of Falconridge – Phase 1, dividing 14.61 acres into twelve (12) lots and three (3) tracts; and

WHEREAS, the public improvements required for the plat of Falconridge – Phase 1, consisting of twelve (12) lots and three (3) tracts on 14.61 acres, are being constructed in accordance with the conditions of approval contained in the Richland Hearing Examiner’s June 12, 2020 written decision; and

WHEREAS, RCW 58.17.130 and RMC 24.24.020 expressly allow developers to post a performance bond or other security in the amount and form satisfactory to the City in lieu of construction of the required improvements prior to final plat approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Falconridge – Phase 1, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the following:

1. The Richland Hearing Examiner’s June 12, 2020 Report No. S2020-101, attached hereto and incorporated herein as **Exhibit B**; and
2. The fully executed Security and Improvement Agreement between the City and developer, attached hereto and incorporated herein as **Exhibit C**, including the posting of security as required therein.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

PLAT OF
FALCONRIDGE
PHASE 1

LOCATED IN THE SW 1/4 OF SECTION 35,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	39.92	200.00	11°26'07"	N82°02'59"W	39.85
C2	18.05	200.00	5°10'13"	S85°10'56"E	18.04
C3	66.84	600.00	6°22'59"	N55°29'43"E	66.81
C4	56.74	25.00	130°01'48"	S12°42'41"E	45.32
C5	63.84	573.00	6°22'59"	S55°29'43"W	63.80
C6	31.29	303.00	5°54'59"	S57°27'35"W	31.27
C7	66.85	303.00	12°38'28"	S66°44'18"W	66.72
C8	45.17	173.00	14°57'40"	S85°12'25"E	45.05
C9	64.80	227.00	16°21'19"	S84°30'35"E	64.58
C10	34.53	173.00	11°26'07"	S82°02'59"E	34.47
C11	20.39	25.00	46°44'17"	N68°51'49"E	19.83
C12	50.32	57.00	50°35'06"	N70°47'13"E	48.71
C13	87.56	57.00	88°01'05"	S39°54'41"E	79.20
C14	141.74	57.00	142°28'34"	S75°20'08"W	107.94
C15	23.71	25.00	54°20'28"	N60°35'49"W	22.83
C16	45.31	227.00	11°26'07"	N82°02'59"W	45.23
C17	54.92	73.00	43°06'31"	S10°43'21"E	53.64
C18	73.62	227.00	18°34'55"	S56°40'21"E	73.30
C19	35.04	25.00	80°18'54"	S87°32'20"E	32.24
C20	69.85	627.00	6°22'59"	N55°29'43"E	69.82

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C21	18.42	357.00	2°57'25"	N55°46'57"E	18.42
C22	23.11	63.00	21°01'11"	S67°27'04"E	22.98
C23	51.79	37.00	80°11'37"	N37°51'51"W	47.66
C24	18.20	13.00	80°11'37"	N37°51'51"W	16.75

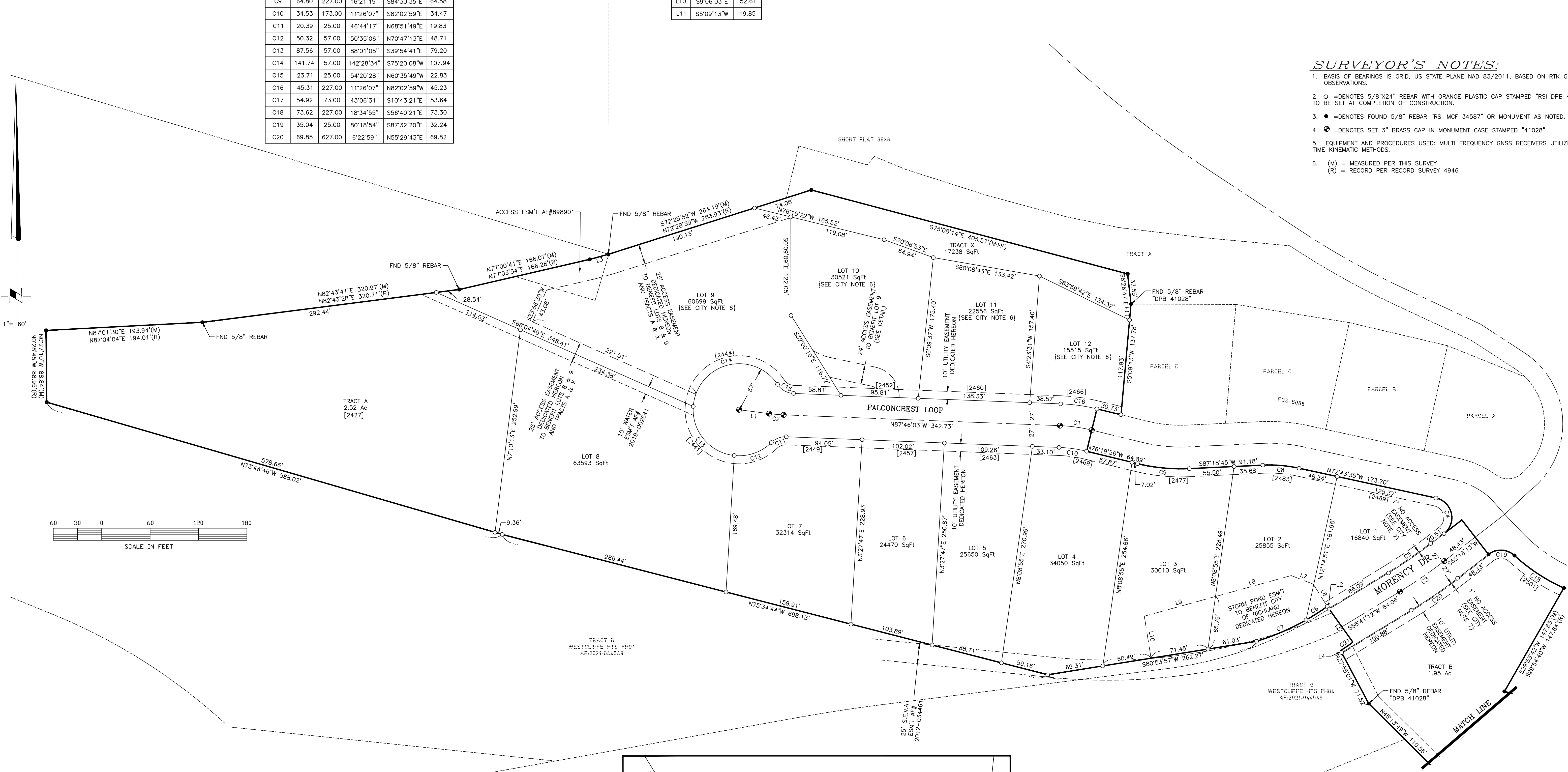
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N82°35'49"W	37.55
L2	N35°36'25"W	4.04
L3	N74°37'14"E	23.74
L4	N27°35'28"W	2.70
L6	N32°08'52"W	32.62
L7	N68°50'33"W	29.39
L8	S74°33'20"W	97.34
L9	S74°33'20"W	91.52
L10	S9°06'03"E	52.61
L11	S5°09'13"W	19.85

TRACT USE TABLE

TRACT A	FUTURE DEVELOPMENT	OWNER BAUDER HOMES LLC
TRACT B	FUTURE DEVELOPMENT	OWNER BAUDER HOMES LLC
TRACT X	FUTURE DEVELOPMENT	OWNER BAUDER HOMES LLC

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. ○ = DENOTES 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028" TO BE SET AT COMPLETION OF CONSTRUCTION.
3. ● = DENOTES FOUND 5/8" REBAR "RSI MCF 34587" OR MONUMENT AS NOTED.
4. ⊕ = DENOTES SET 3" BRASS CAP IN MONUMENT CASE STAMPED "41028".
5. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
6. (M) = MEASURED PER THIS SURVEY
(R) = RECORD PER RECORD SURVEY 4946



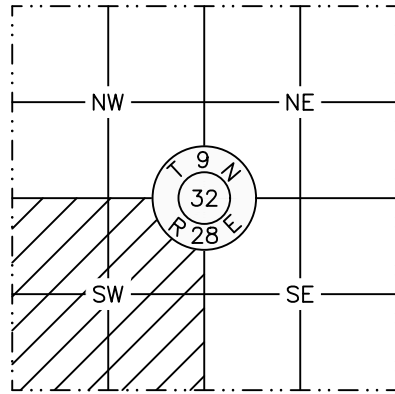
SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028), HEREBY CERTIFY THAT THE PLAT OF FALCONRIDGE PHASE 1 AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

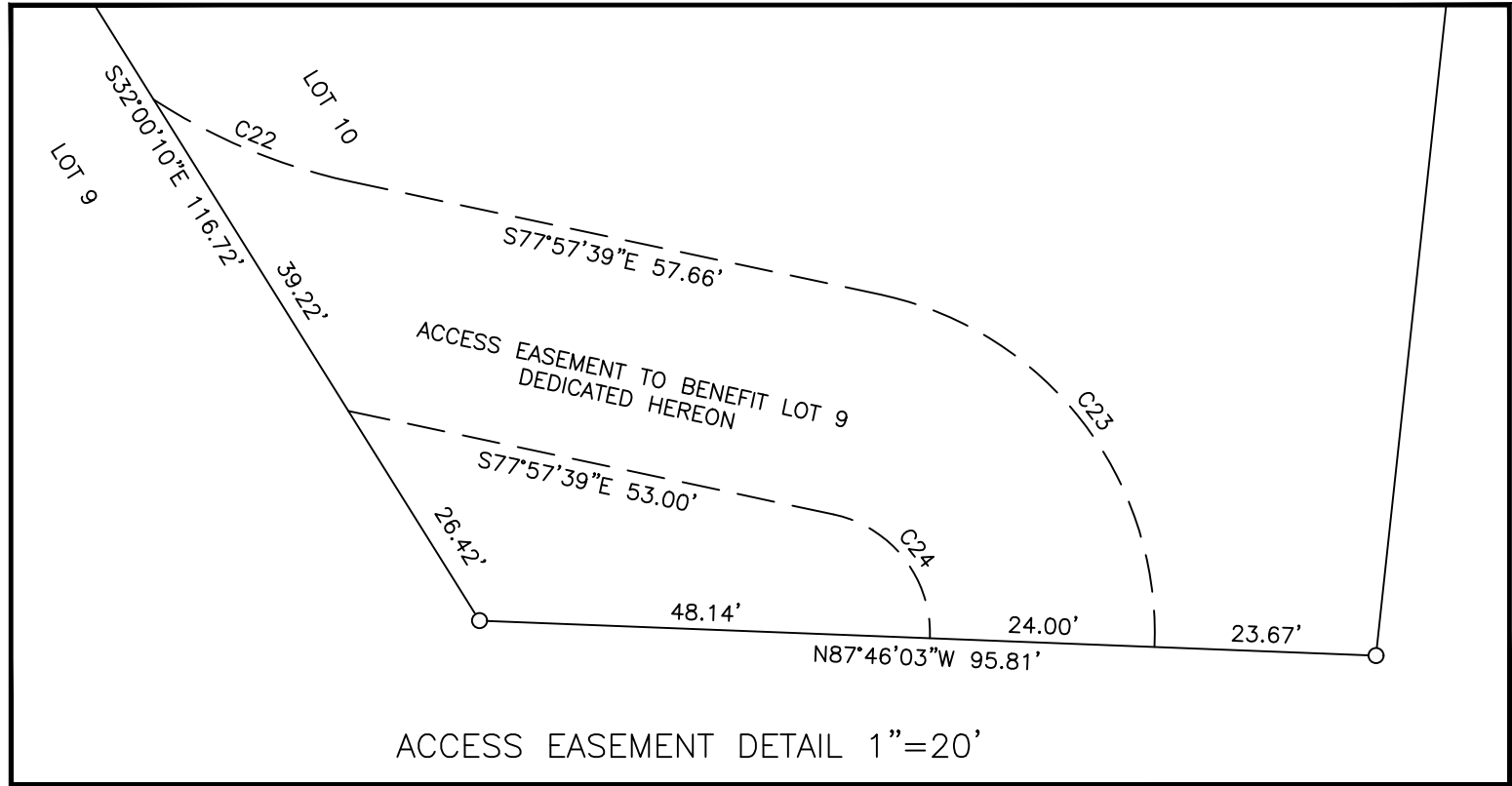


DAVID P. BAALMAN

DATE



SW 1/4SW 1/4
SE 1/4SW 1/4
NW 1/4SW 1/4
NE 1/4SW 1/4



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC. RECORDED IN VOLUME OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT MINUTES PAST _____, THIS _____ DAY OF _____, 20____.

BENTON COUNTY AUDITOR

FEE NUMBER

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com
19121-PLAT-REV.DWG ALM

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°36'32" EAST 251.93 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 TO THE WEST LINE OF THAT PARCEL SHOWN AS TRACT 6 ON RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4205, RECORDS OF BENTON COUNTY; THENCE THE FOLLOWING FOUR COURSES ALONG THE WEST LINE OF TRACTS 6, 5, AND 4 OF SAID RECORD SURVEY: THENCE NORTH 40°19'46" WEST 320.69 FEET; THENCE NORTH 81°18'15" WEST 234.53 FEET; THENCE NORTH 35°03'49" WEST 651.63 FEET; THENCE NORTH 25°17'12" WEST 141.29 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL SHOWN AS 'NEW PARCEL B' ON RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4793, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES ALONG THE BOUNDARIES OF THOSE PARCELS SHOWN AS 'NEW PARCEL A' AND 'NEW PARCEL B' ON RECORD SURVEY VOLUME 1 PAGE 4793, RECORDS OF BENTON COUNTY: THENCE NORTH 25°17'12" WEST 151.19 FEET; THENCE NORTH 52°39'38" WEST 84.48 FEET; THENCE NORTH 45°13'49"W WEST 110.55 FEET; THENCE NORTH 27°35'28" WEST 74.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 357.00 FEET; THENCE NORTHEASTERLY 17.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°52'06" (THE LONG CHORD OF SAID CURVE BEARS NORTH 55°49'37" EAST 17.87 FEET); THENCE NORTH 35°36'25" WEST 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 303.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 63°46'49" WEST 97.71 FEET); THENCE SOUTHWESTERLY 98.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°33'27"; THENCE SOUTH 80°53'57" WEST 262.27 FEET; THENCE NORTH 75°34'44" WEST 698.13 FEET; THENCE NORTH 73°47'03" WEST 587.86 FEET; THENCE NORTH 0°28'45" WEST 88.95 FEET; THENCE NORTH 87°04'04" EAST 194.01 FEET; THENCE NORTH 82°43'28" EAST 320.71 FEET; THENCE NORTH 77°03'54" EAST 166.28 FEET; THENCE NORTH 74°07'49" EAST 23.74 FEET; THENCE NORTH 72°28'39" EAST 263.93 FEET; THENCE SOUTH 75°08'14" EAST 405.57 FEET; THENCE SOUTH 84°08'19" EAST 210.66 FEET; THENCE SOUTH 74°14'07" EAST 201.24 FEET; THENCE SOUTH 65°22'23" EAST 52.56 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE; THENCE SOUTH 56°55'35" EAST 34.02 FEET ALONG SAID RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 82.00 FEET; THENCE SOUTHERLY 156.33 FEET ALONG SAID RIGHT OF WAY MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°13'48"; THENCE SOUTH 52°18'13" WEST 89.21 FEET ALONG SAID RIGHT OF WAY MARGIN; THENCE SOUTH 37°41'48" EAST 54.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF FALCONCREST LOOP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 87°32'20" EAST 32.24 FEET); THENCE EASTERLY 35.04 FEET ALONG SAID RIGHT OF WAY MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°18'54" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 227.00 FEET; THENCE SOUTHERLY 73.62 FEET ALONG SAID RIGHT OF WAY MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'55" TO THE NORTHERLY MOST CORNER OF LOT 27 OF FALCONCREST PHASE 1; THENCE SOUTH 29°54'40" WEST 147.84 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 27; THENCE SOUTH 75°35'19" EAST 139.09 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 27 TO THE NORTHWESTERLY RIGHT OF WAY MARGIN OF FALCONCREST LOOP; THENCE SOUTH 10°49'55" WEST 49.39 FEET ALONG SAID RIGHT OF WAY MARGIN; THENCE SOUTH 79°10'05" EAST 54.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF FALCONCREST LOOP; THENCE NORTH 10°49'55" EAST 21.95 ALONG SAID RIGHT OF WAY MARGIN FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 73.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 10°43'21" EAST 53.64 FEET); THENCE SOUTHERLY 54.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°06'31"; THENCE SOUTH 32°16'37" EAST 71.25 FEET; THENCE SOUTH 57°43'23" WEST 54.00 FEET; THENCE SOUTH 64°48'23" WEST 158.00 FEET TO THE TRUE POINT OF BEGINNING

EXCEPT THAT PORTION OF SAID SOUTHWEST QUARTER DESCRIBED AS FOLLOWS:

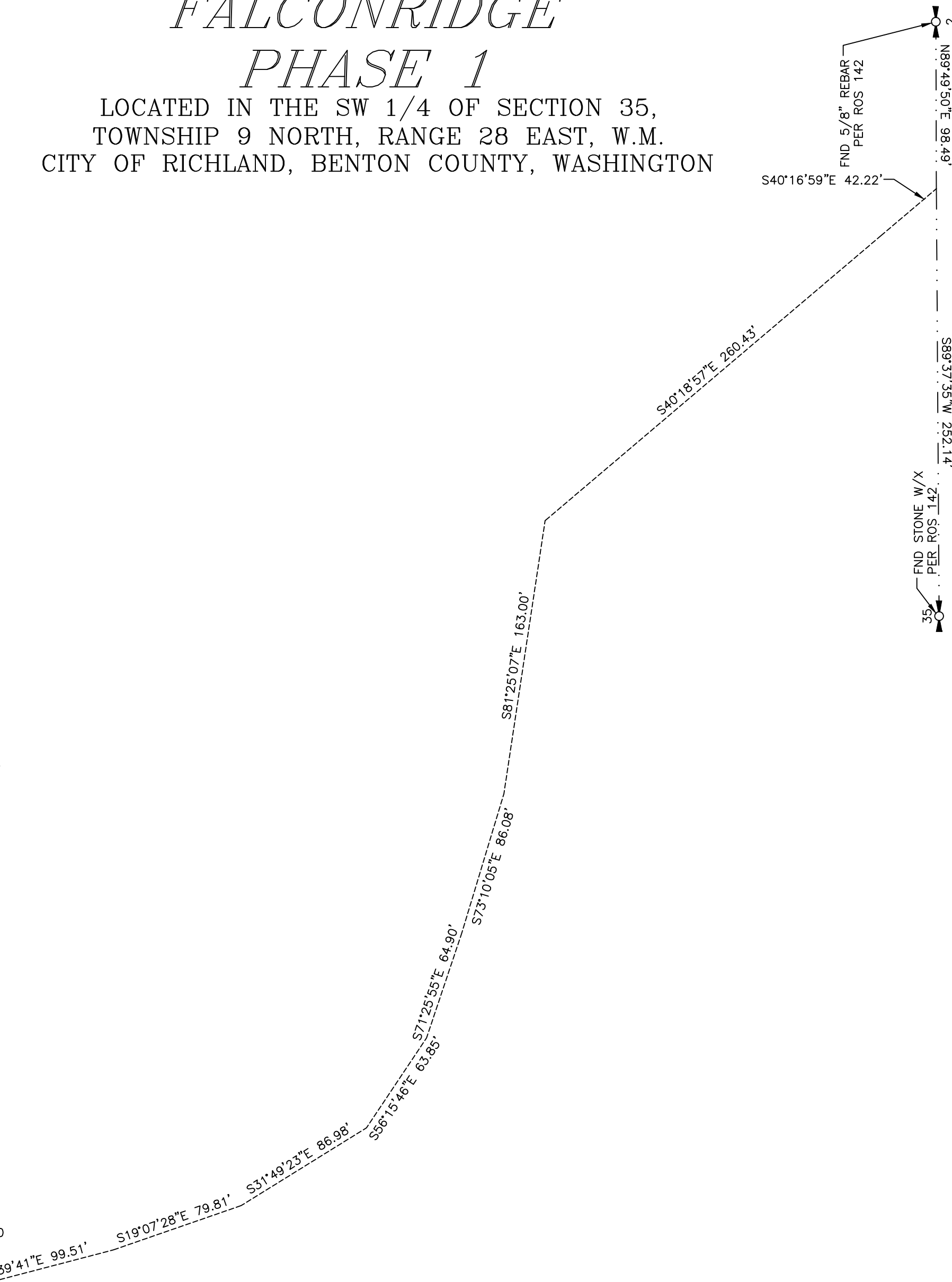
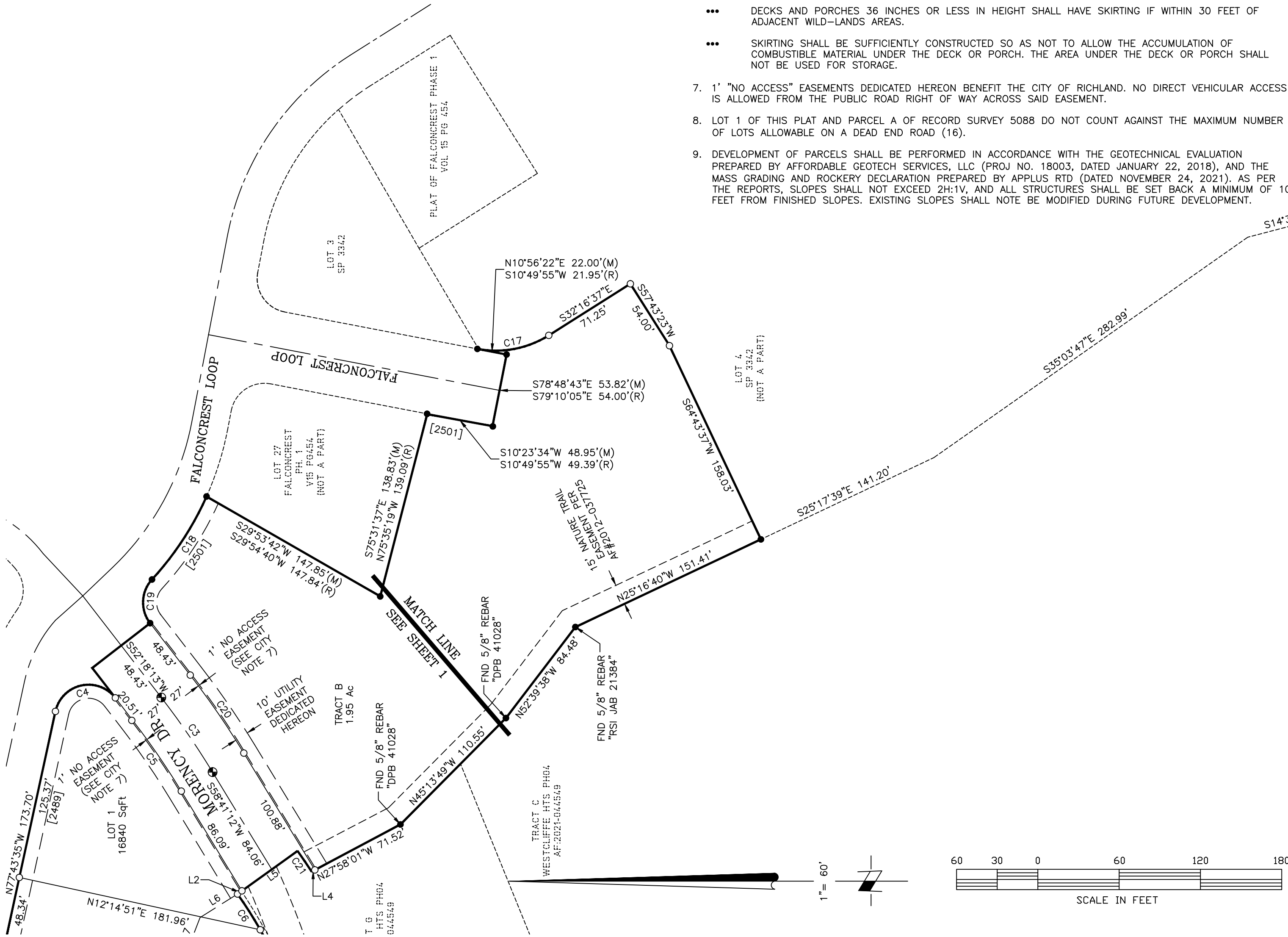
BEGINNING AT THE INTERSECTION OF FALCONCREST LOOP AND MORENCY DRIVE, AS SHOWN ON THE PLAT OF FALCONCREST PHASE 1, RECORDED IN VOLUME 15 OF PLATS, PAGE 454, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 46°59'00" EAST 43.10 FEET ALONG THE CENTERLINE OF SAID MORENCY DRIVE TO A POINT OF CURVATURE MONUMENT; THENCE NORTH 43°01'00" WEST 23.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY MARGIN OF SAID MORENCY DRIVE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 52°18'13" WEST 43.31 FEET ALONG SAID RIGHT OF WAY MARGIN TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 125.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 58°12'50" WEST 85.06 FEET); THENCE NORTHWESTERLY 86.79 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°46'57"; THENCE NORTH 78°06'19" WEST 158.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY 103.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°44'08"; THENCE SOUTH 82°09'33" WEST 12.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY 118.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°01'12"; THENCE NORTH 5°06'33" EAST 139.37 FEET; THENCE SOUTH 74°42'56" EAST 56.82 FEET; THENCE NORTH 87°18'45" EAST 147.74 FEET; THENCE SOUTH 77°43'35" EAST 295.31 FEET TO SAID NORTHWESTERLY RIGHT OF WAY MARGIN, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 82.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 3°54'56" WEST 122.62 FEET); THENCE SOUTHERLY 138.50 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHWESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 96°46'34" TO THE TRUE POINT OF BEGINNING.

CONTAINS 15.58 ACRES, MORE OR LESS

CITY OF RICHLAND NOTES:

- ADDRESSES SHOWN IN [BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
- THE PLAT FALCONRIDGE PHASE 1 LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAT (RMC 12.03). AS SUCH, EACH DWELLING UNIT WITHIN THIS PLAT SHALL BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN.
- THE HOMEOWNERS CAN MAINTAIN THE LANDSCAPING WITH THE STORM DRAINAGE POND FOR AESTHETIC PURPOSES IF SO DESIRED. THE CITY'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DUES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS.
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN.
- THE SHARED DRIVEWAY WITHIN THIS PLAT ARE FOR THE USE AND BENEFIT OF THE HOMEOWNERS THAT ABUT THEM AND ARE TO BE MAINTAINED BY SAID OWNERS. THE CITY OF RICHLAND ACCEPTS NO MAINTENANCE RESPONSIBILITY FOR THESE SHARED DRIVEWAYS.
- ON LOTS 9, 10, 11, AND 12, ALL STRUCTURES WITHIN 30 FEET OF A PROPERTY LINE ADJOINING A WILD-LAND AREA SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - STRUCTURES SHALL HAVE NONCOMBUSTIBLE SIDING, SOFFIT, AND SKIRTING ON THE SIDE ADJACENT TO THE WILD-LAND AREA.
 - DECKS AND PORCHES 36 INCHES OR LESS IN HEIGHT SHALL HAVE SKIRTING IF WITHIN 30 FEET OF ADJACENT WILD-LANDS AREAS.
 - SKIRTING SHALL BE SUFFICIENTLY CONSTRUCTED SO AS NOT TO ALLOW THE ACCUMULATION OF COMBUSTIBLE MATERIAL UNDER THE DECK OR PORCH. THE AREA UNDER THE DECK OR PORCH SHALL NOT BE USED FOR STORAGE.
- 1" "NO ACCESS" EASEMENTS DEDICATED HEREON BENEFIT THE CITY OF RICHLAND. NO DIRECT VEHICULAR ACCESS IS ALLOWED FROM THE PUBLIC ROAD RIGHT OF WAY ACROSS SAID EASEMENT.
- LOT 1 OF THIS PLAT AND PARCEL A OF RECORD SURVEY 5088 DO NOT COUNT AGAINST THE MAXIMUM NUMBER OF LOTS ALLOWABLE ON A DEAD END ROAD (16).
- DEVELOPMENT OF PARCELS SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL EVALUATION PREPARED BY AFFORDABLE GEOTECH SERVICES, LLC (PROJ NO. 18003, DATED JANUARY 22, 2018), AND THE MASS GRADING AND ROCKERY DECLARATION PREPARED BY APPLUS RTD (DATED NOVEMBER 24, 2021). AS PER THE REPORTS, SLOPES SHALL NOT EXCEED 2H:1V, AND ALL STRUCTURES SHALL BE SET BACK A MINIMUM OF 10 FEET FROM FINISHED SLOPES. EXISTING SLOPES SHALL NOTE BE MODIFIED DURING FUTURE DEVELOPMENT.

PLAT OF
FALCONRIDGE
PHASE 1
LOCATED IN THE SW 1/4 OF SECTION 35,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



APPROVALS

THIS PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, CO. OF BENTON, STATE OF WASHINGTON.

CITY MANAGER	DATE
CITY CLERK	DATE
CITY ENGINEER	DATE

IRRIGATION APPROVAL

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

BADGER MOUNTAIN IRRIGATION DISTRICT	DATE
-------------------------------------	------

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____. PARCEL NUMBER: 1-3598-300-0001-048

BENTON COUNTY TREASURER	DATE
BENTON COUNTY ASSESSOR	DATE

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT WE ARE THE OWNERS OF THE LAND SHOWN ON THE PLAT OF FALCONCREST PHASE 1, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

MILO BAUDER, MEMBER
BAUDER HOMES, LLC

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF _____ } S.S.

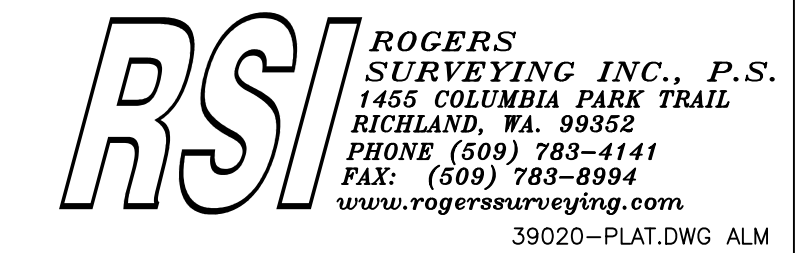
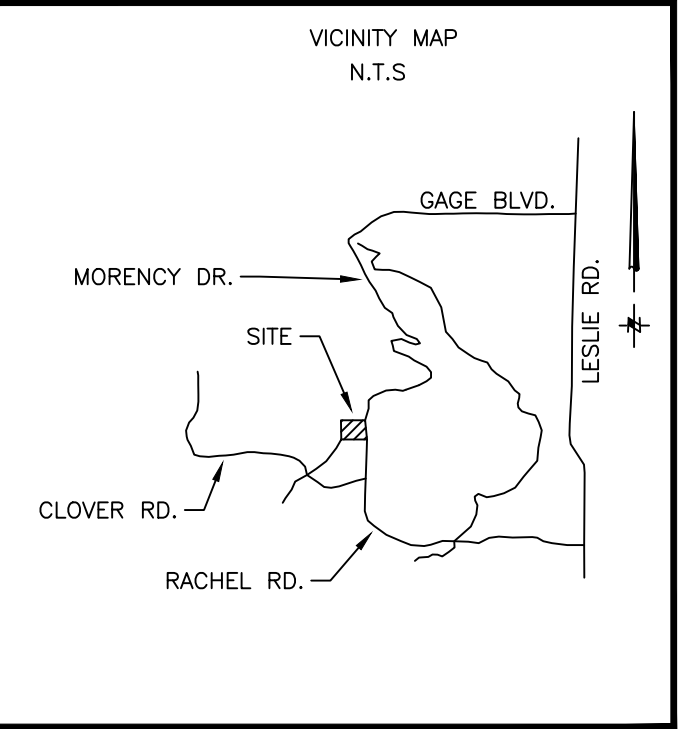
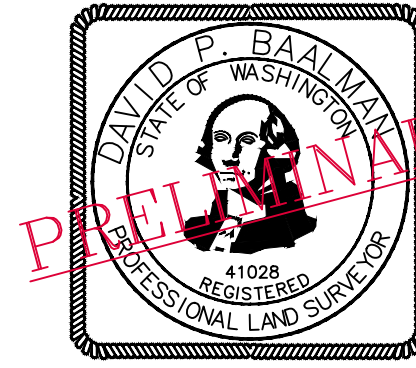
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MILO BAUDER IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF BAUDER HOMES, LLC, A WASHINGTON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

DATED: _____

SIGNATURE: _____

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

MY APPOINTMENT EXPIRES: _____





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

**FINDINGS, CONCLUSIONS AND
DECISION APPROVING
PRELIMINARY PLAT OF FALCONRIDGE**

FILE NUMBER: S2020-101

APPLICANT: BAUDER HOMES LLC

APPLICATION: TO SUBDIVIDE 19.56-ACRES INTO 27 SINGLE FAMILY RESIDENTIAL LOTS AND ONE TRACT, WITH ASSOCIATED INFRASTRUCTURE IMPROVEMENTS, REQUIREMENTS TO PAY APPLICABLE IMPACT FEES, AND OTHER CONDITIONS REQUIRED BY APPLICABLE DEVELOPMENT REGULATIONS

LOCATION: ATOP LITTLE BADGER MOUNTAIN, SOUTH/SOUTHEAST OF THE INTERSECTION OF MORENCY DRIVE AND FALCONCREST LOOP, ADJACENT TO THE 2012 PLAT OF FALCONCREST PHASE I.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS. 135983000001048, 135983013342007 AND 135983013341006.

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER DECISION

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: JUNE 12, 2020

I. PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS.

Bauder Homes LLC, as the project applicant and owner of the property at issue in this matter, submitted the underlying application to subdivide its property on or about January 22, 2020. (*Exhibit 1, Preliminary Plat Application; Staff Report, page 8*).

The proposed subdivision would divide approximately 19.5-acres into a development site with 27 single family residential lots and one tract, to be known as the Falconridge Preliminary Plat. The proposed plat will be served by City utilities, include new public street extensions and improvements serving the site, and comply with city development regulations mandating curbs, gutter and sidewalks on most public rights-of-way. (*Staff Report, pages 8, 9, Exhibit 2, Preliminary Plat Site Plan; Ex. 1, application*).

Sitting atop a portion of “Little Badger Mountain”, the proposed plat site and surrounding area is mostly vacant, except for homes recently constructed on Falconcrest Loop and one on an abutting lot on Morency Drive. The Staff Report summarizes a complicated and confusing sequence of applications for previous development projects that included or abut portions of the land now part this current preliminary plat application. (*Staff Report, page 3*). On page 10, the Staff Report also notes that the Westcliffe Heights plat, to the south, is now under development and will include construction of Legacy Lane and an extension of Morency Drive to intersect with Legacy Lane, which will likely serve as the preferred access option for future residents who choose to use the hill on Queensgate Drive for a more direct route than meandering through the Crested Hills neighborhood on the narrow segment of Morency Drive running through that area. Based on numerous site visits to the area and having conducted the public hearing process and issued the Recommendation leading to approval of the Westcliffe Heights Plat several years ago, the Examiner concurs with this assumption regarding the most likely access route to be used by future residents of this proposed Falconridge plat.

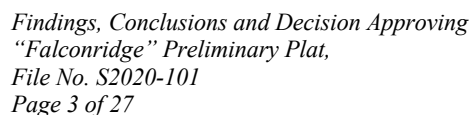
SEPA Compliance.

Exhibit 5 is the Environmental Checklist submitted by the applicant for project and *Exhibit 6* is the City’s Determination of Non-Significance (DNS) issued on March 26, 2020. No one submitted comments regarding the DNS. The record includes a letter from a Habitat Biologist with the Washington Department of Fish and Wildlife, confirming that the project does not threaten priority habitat or species. (*Ex. 11*). No one appealed the SEPA threshold determination issued for the project. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements, and stands unchallenged for purposes of this Decision.

Public Hearing.

The open-record public hearing for the application occurred on May 11, 2020, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens

For the reader's convenience, a copy of the proposed Falconridge preliminary plat (*Ex. 2*) is provided below:



II. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “Falconridge” Preliminary Plat, File No. S2020-101, dated May 11, 2020;

1. Application;
2. Preliminary Plat site plan;
3. Site photos;
4. Public Notice and records confirming same;
5. SEPA Environmental Checklist;
6. SEPA Determination of Non-Significance issued for the proposal;
7. Agency comments;
8. Geotech report (current) for the Falconridge project, by Affordable Geotechnical Services, dated Jan. 22, 2020;
9. Geotech report (old), by Intermountain Materials Testing & Geological, for the Falconcrest project, dated Oct. 12, 2012;
10. Falconcrest Phase I, Final Plat recorded on Dec. 12, 2012, with as-built drawings;
11. Letter from DFW, confirming no issues regarding priority habitats and species;
12. Short Plat No. 3553;
13. Email message sent on the day of the public hearing, May 11, 2020, to city staff from the applicant’s engineer, Mr. Spink, requesting changes to proposed condition no. 18, regarding the private 20- foot easement as possible access for lots 21-27.

On the record during the public hearing, the Examiner held the record open through May 22nd, to allow for additional discussion between the applicant and city staff, and potential comment on issues raised in the public hearing. Only one item was received during this time period, included as Ex. 14.

14. Post-hearing email message from Mr. Spink to city staff, forwarded to the Examiner on May 14th, withdrawing applicant’s request for changes to proposed condition 18, reading in relevant part as follows: *“I had some conversations with my clients throughout the day and we have decided to accept condition #18 as written”*.

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

1. Shane O’Neill, Senior Planner, for the City of Richland; and

2. Steve Spink, PE, project engineer for the project, served as the applicant's primary representative during the public hearing; and
3. Mike Stevens, Planning Manager, for the City of Richland.

III. APPLICABLE LAW.

This application for preliminary plat approval was filed and vested under City of Richland development regulations in effect as of January 22, 2020. Amendments to the city's plat review process included in Ordinance No. 51-19 took effect on, and apply to applications filed after, November 11, 2019. (*Ord. No. 51-19, Sec. 11, and publication date noted on page 9, explaining effective date as the day following publication, which occurred on Nov. 10, 2019*). While the final decision-maker in the process changed, the substantive approval criteria remain unchanged. So, under applicable provisions of the Richland Municipal Code (RMC), this preliminary plat¹ application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a written Decision. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a decision of approval or disapproval. The same provision of the city's code (RMC 24.12.050(A)) provides that any approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

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

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

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

² "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

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

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

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

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

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

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

B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC.

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

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

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

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

relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. [.]” RCW 58.17.110(2).

The hearing examiner's decision regarding this preliminary plat application shall be final, subject to judicial appeal in the time and manner as provided in RMC 19.70.060 and Ch. 36.70C RCW (*The city's final decision on land use application may be appealed by a party of record with standing to file a land use petition in Benton County Superior Court. Such petition must be filed within 21 days of issuance of the decision*). See RMC 24.12.050(B).

IV. ISSUE PRESENTED.

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

Short Answer: Yes, subject to conditions, including compliance with all applicable city development standards.

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Decision approving the Falconridge Preliminary Plat as set forth below.

V. FINDINGS of FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Examiner has visited the road network and vicinity of the proposed plat on multiple occasions over the past few years in connection with other applications, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.
3. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public hearing testimony and post-hearing follow-up.

4. Only city staff and the applicant's project engineer asked to present testimony under oath at the duly noticed open record public hearing held on May 11, 2020. Given the ongoing limits placed on public gatherings due to the Covid-19 health emergency, the Examiner conducted the public hearing via online communication means, coordinated by city staff, which included video images of most participants and several exhibits, with some people speaking by telephone.

5. At the hearing, Mr. O'Neill summarized his Staff Report and recommendation of approval for the proposed plat. He emphasized that the new Legacy Lane, which is being developed as part of the Westcliffe Heights plat now under construction, will likely serve as the primary access/egress route for future residents in the proposed new plat. He acknowledged that the applicant questions proposed condition no. 18, which would require compliance with city standards for any road used to provide primary access to homes on lots 21-27.
6. The applicant would prefer to simply use an existing 20-foot wide private drive easement that now serves some existing homes in the neighboring Falconcrest Phase 1 subdivision. (*Testimony of Mr. Spink*). But, as the Staff Report and city witnesses explained at the public hearing, City subdivision codes (and Fire codes) require that access roads in subdivisions should be developed to appropriate widths with curb, gutter and sidewalk installed along lot frontages. (*Staff Report, page 23, proposed condition no. 18; Testimony of Mr. Stevens and Mr. O'Neill*). Further, Mr. Stevens generally explained that Fire officials believe the applicant's suggestion to access the new homes essentially using a narrow private alley with no access readily available from a wider public street is not consistent with city codes.
7. The applicant's project engineer, Mr. Spink, requested flexibility regarding use of the private 20-foot easement that already serves at least seven lots developed as part of a neighboring project. He reasoned that somehow, the city had already approved an earlier project that uses the narrow easement to access homes.
8. The Examiner followed-up to see if any previous subdivision approval has occurred in the surrounding area that would have any binding effect on this application to authorize use of the narrow 20-foot private easement to access new homes to be built on lots 21-27 of the proposed Falconridge plat. There are none.
9. In fact, since the undersigned has served as the City's hearing examiner, multiple subdivision applications have been conditioned to require public streets, curbs, gutter and sidewalks, with adequate widths in order to achieve compliance and consistency with existing city development standards. This project is no different, and the application did not include any request for a Deviation from otherwise applicable city standards. Even if it did, facts in the record demonstrate how site conditions on the property do not warrant approval of any deviation from city standards. Requiring this project to comply with city street development and access standards is reasonable, mandated by city codes, and is fully capable of accomplishment.
10. The Examiner provided the applicant with additional time to offer comments regarding the private easement access issue, holding the record open through May 22nd. The applicant submitted a post-hearing email to city staff, forwarded to the Examiner on May 14th, which reads in relevant part as follows: "*I had some conversations with my clients throughout the day and we have decided to accept condition #18 as written*". (*Ex. 14*).

11. Having reviewed applicable city codes and the hearing record, the Examiner has modified proposed conditions 18 and 19 to satisfy existing city subdivision requirements and development regulations. Without these conditions as revised below, the proposed plat would not be in the public interest.
12. Other than questioning the narrow private-easement issue as addressed above, the applicant did not object to the analysis or proposed conditions included in the Staff Report.

Irrigation.

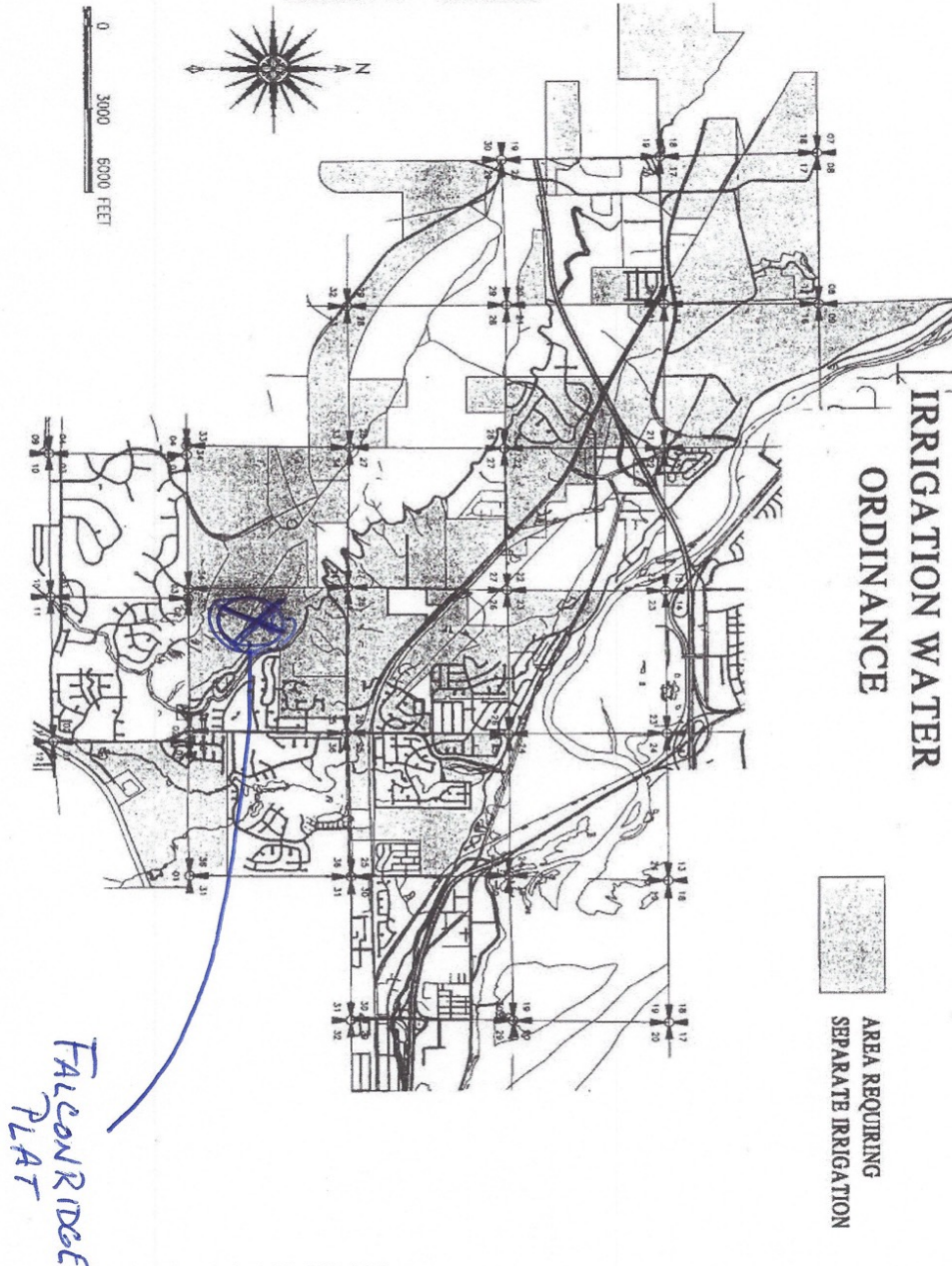
13. The Staff Report, at page 9, explains that the proposed plat is located outside the boundaries for both the Badger Mountain Irrigation District and the Kennewick Irrigation District, and appears to suggest that the City's domestic water supply might be used for irrigation purposes in the new plat. However, RMC 18.16.080³ expressly prohibits use of city water supplies for irrigation purposes in a large portion of the city that is located south of the Yakima River, where this plat is located, with very limited exceptions.
14. There is no dispute that the proposed Falconridge plat lies within the designated "Area Requiring Separate Irrigation" as shown on the map included as part of the city's code, at RMC 18.16.080, Exhibit A. The Falconridge site is shaded on the map, located west and uphill from a triangular shaped golf course segment shown in white that is not shaded, generally formed by Leslie Road on the East, Hillview Drive on the south running at a southeast to northwest angle, and High Meadows Street on the north. For the reader's convenience, a marked copy of the "Irrigation Water Ordinance" map at issue is attached below, with an "X" showing the area where the Falconridge site is located.

³ ***RMC 18.16.080 Use for irrigation purposes restricted – Penalties.***

The furnishing of water service to residential users in the area indicated on the map titled Exhibit A that is attached to the ordinance codified in this section is for domestic, culinary and irrigation use only and it is unlawful for the owner or occupant of any premises supplied with city water service outside these areas of Richland south of the Yakima River to use any water supplied by the city for any automatic water sprinkling or irrigation system; and it is further unlawful in such area for any person to make any connection to the water service line between the water meter and the residence served.

Single-family residential lots containing less than 1,000 square feet of pervious area, and located on ground sloped at greater than six percent, or property zoned for commercial uses, are exempted from the above paragraph. [...]

EXHIBIT A – 18.16.080



[Ord. 96-79; Ord. 35-03; Ord. 02-08; Ord. 06-10 § 1.34].

15. The Staff Report indicates that some sort of “de facto” exemption may have been provided by the Public Works Department, but there is no evidence in the record that future lot development will occur in a manner that complies with the current code language, and there is no language in the code delegating authority to Public Works officials to issue any “de facto” exemption to irrigation service restrictions included in the City’s municipal code.
16. The exemption allowing for use of city water for irrigation purposes in the area located south of the Yakima River only applies to “*single-family residential lots containing less than 1,000 square feet of pervious area, and located on ground sloped at greater than six percent, or property zoned for commercial uses*”. See RMC 18.16.080. This exemption for single family lots requires both conditions to be satisfied – exempt lots must contain less than 1,000 sq.ft. of pervious area AND be located on ground sloped greater than six percent.
17. There is no evidence in the record to establish that the plat has been, can be, or should be designed and constructed with lots that contain both less than 1,000 square feet of pervious area, meaning the rest of each lot would be covered with impervious area that would generate stormwater runoff requiring collection and on-site treatment. This would be especially problematic in this plat, where lot sizes range from about 11,000 to just over 34,000 square feet. Such a condition would be in direct conflict with updated stormwater management codes and policies in the city and throughout the state of Washington that seek to minimize stormwater runoff, largely by reducing impervious surface areas to the greatest extent possible, and requiring effective stormwater collection, management, and treatment.
18. Further, not every lot in the proposed plat needs to be graded and constructed with greater than a six percent slope, and the entire plat is essentially located atop the crest of Little Badger Mountain – meaning that stormwater management is critical for this project to prevent the potential for harmful runoff on downhill properties.
19. Given these facts, there is no support for any condition of approval that would allow the plat to go forward with a design created for the purpose of satisfying the exemption language now found in RMC 18.16.080. Simply put, any plat with lots featuring 9,000 to 33,000 square feet of new impervious surface area on each lot would most likely generate far too much stormwater runoff and other adverse environmental impacts, none of which would be in the public interest.
20. Therefore, unless the map included as part of RMC 18.16.080 is amended at some point to exclude the property included in the Falconridge plat, or language is amended in some other way to allow for use of city water for irrigation purposes in the new plat, the plat must be conditioned so that prior to final plat approval, the plat obtains irrigation water from a lawful provider other than the City of Richland, perhaps via annexation into one of the irrigation districts in the area – or is developed in a manner that includes no irrigation water service at all and prevents use of city potable water supplies for irrigation purposes. See *Condition of Approval, No. 31A*.

No public comments.

21. No neighboring property owners or residents submitted written comments before the public hearing, or after, as the record was held open through May 22nd and the hearing video was posted on the city's website for review by interested parties.

How the application, with conditions, satisfies applicable city codes and policies.

22. With just 27 lots proposed on a 19.56-acre site, the Staff Report explains that the application is well-within the density limits for the site, which is designated for low-density residential development in the Comprehensive Plan (0-5 units per acre) and located in the City's R-1-10 Single Family Residential zone. The net residential density for the Falconridge plat would be 2.4 dwelling units per acre. (*Staff Report, pages 5 and 7*).
23. The Staff Report explains that City utility services, like potable water, sanitary sewer, and electricity, are readily accessible and available to serve the proposed new plat. (*Staff Report, pages 8 – 12*).
24. RCW 58.17.110(2) expressly mandates that a city "shall approve" a proposed subdivision that makes appropriate provisions for various factors, all addressed in the city's approval criteria set forth in RMC 24.04. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, makes appropriate provisions for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

25. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is "*in furtherance of the comprehensive plan of the city*" and that such regulations contained in the city's platting and subdivision codes "*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.*" The effect of this provision boils down to this: compliance with the City's Comprehensive Plan can be established, or at least partially established, through compliance with the city's platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In

this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city's land platting regulations that are applicable to this project, thus implementing and complying with the City's Comprehensive Plan. (*See Staff Report, all Findings*).

26. The applicant's proposed plat design, including without limitation the new internal streets and additional connections they will make with existing local streets and trails in the area, as conditioned by professional city engineers and planners tasked with responsibility to ensure compliance with applicable city codes and policies, merits approval.

Proposed plat will provide public benefits

27. The applicant's submittals and the Staff Report establish that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, open space, new road connections and extensions, sidewalks, new trail segments, an attractive street system to serve the new plat as well as adjacent residents, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.
28. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.⁴

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

29. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: *See Staff Report, including without limitation the Analysis provided on pages 14 and 15, and proposed findings on pages 15-17.*
 - B. Open Spaces: *See Staff Report, pages 13, 14, discussion in item H below, plat design including trail improvements, and condition of approval no. 57, requiring applicant to construct a minimum of 4-foot wide soft surface trail within a trail corridor easement.*
 - C. Drainage Ways: *the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. The new plat is designed to provide on-site stormwater management and detention. Consistent with City*

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

development standards, the plat will be connected to the City's sanitary sewer system, which the applicant must extend into the project. See Staff Report, page 14; Storm Water conditions of approval 34-43; Sanitary Sewer conditions 32, 33.

- D. Streets or roads, alleys, other public ways: *the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and, subject to compliance with specific conditions of approval, can be consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. Staff Report, proposed findings regarding transportation issues; Conditions of approval 16-28.*
- E. Transit stops: *To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, which provides service along Keene Road and Gage Boulevard, approximately 3.5 miles to the east of the new plat. Staff Report, page 13.*
- F. Potable water supplies: *The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide domestic water service to the new plat, with extensions into the new plat used to provide service. (Staff Report, page 9). Condition of approval no. 30 will require the developer to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations or oversizing of the main where needed. As discussed above, RMC 18.16.080 expressly prohibits use of city water supplies for irrigation purposes in areas of the city located south of the Yakima River, where this plat is located, with very limited exceptions. Accordingly, the Examiner has added an additional condition of approval to ensure that the new plat is developed in a manner that fully complies with applicable city codes, including without limitation RMC 18.16.080. See Condition of Approval No. 31A.*
- G. Sanitary systems: *The City's sewer system has capacity and adjacent infrastructure capable of serving the proposed plat and will do so. Extension of the sewer main from adjacent properties will be required. And, given that the site is at one of the highest elevations in the City, the gravity-fed aspects of the city's sewer system will not require any special infrastructure frequently needed in other areas, like lift stations and force-mains. Staff Report, at page 9; Sanitary Sewer conditions 32 and 33.*
- H. Parks and recreation, playgrounds, schools: *Crested Hills Park is a public 5.8-acre neighborhood park located downhill from the proposed plat. The Staff Report explains that there are adequate nearby parks to satisfy city park standards. Park impact fees will be imposed and collected when each building permit for a new home is issued. See Staff Report, page 11. The plat is located in the Richland School District. The School*

District did not provide any comments after receiving city notice regarding the project. Staff Report, page 11.

- I. Planning features to assure safe walking conditions for students: *See street network, road design, sidewalks and improved trail segments proposed for the plat. Conditions of approval require new sidewalks through most if not all of the new plat.*

25. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, and 19.60.095, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

VI. CONCLUSIONS of LAW.

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

//

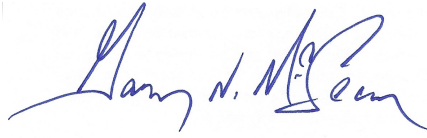
//

//

VII. DECISION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner APPROVES the "Falconridge" Preliminary Plat** application, subject to the following Conditions of Approval.

Recommendation issued: June 12, 2020.



Gary N. McLean
Hearing Examiner for the City of Richland

CONDITIONS OF APPROVAL
FALCONRIDGE PRELIMINARY PLAT
FILE NO. S2020-101

General Conditions:

- A. Development of the plat shall be substantially consistent with drawings provided in the Preliminary Plat Survey plans (Ex. 2) and application materials, subject to modifications necessary to comply with these conditions of approval.
- B. Preliminary Plat approval shall be null and void if any condition enumerated herein is not satisfied.
- C. No construction or site development activities related to the plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
- D. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and/or amended by the City.
- E. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits/licenses/approvals shall be considered conditions for this project.
- F. The final engineering plans and submittals necessary to obtain final approvals for each phase of the plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
- G. The preliminary plat shall comply with all applicable provisions of the Richland Municipal Code, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report or in this Decision. The burden is on the applicant to show compliance with applicable provisions of the City's code and these conditions at every stage of development.

Public Works:

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

2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
5. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
6. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
7. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
10. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

11. Public improvement design shall follow the following general format:

- A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines, and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.

- B. Waterlines shall be aligned on the south and east side of street centerlines.
- C. Sanitary sewer shall be aligned on the north and west side of street centerlines.
- D. Storm sewer shall be aligned on the south and east side of street centerlines.
- E. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
- F. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- G. Watermains larger than 8-inches in diameter shall be ductile iron.
- H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
- I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material.
- K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
- L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
- M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets. 12% can be allowed for local streets for short distances.
- N. The minimum centerline radius for local streets shall be 100-feet.
- O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
- P. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- Q. A detailed grading plan shall be included in the submitted plan set.
- R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.

T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.

U. All cul-de-sacs shall have a minimum radius of 48-feet to the face of curb (57-foot ROW) to allow for adequate turning radius of fire trucks and solid waste collection vehicles.

V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.

W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).

X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mailboxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.

Y. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.

Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

12. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

13. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:

- 2-inches compacted gravel, minimum (temp. SEVA only).
- 2% cross-slope, maximum.
- 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- Be 20-feet in width.
- Have turning-radii accommodating those needed for City Fire apparatus.

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

Survey Monument Destruction:

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

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

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

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

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

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

Traffic & Streets:

16. The “Falconridge” preliminary plat lies within zone 1 of the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan boundaries, it is exempt from the SEPA-related traffic study requirement (TIA).

17. Morency Drive shall be constructed to City standards to the southernmost lot line of either Lot 11 in Phase 3 or Lot 9 in Phase 1 (whichever is the furthest south) at the time of phase 1 construction. The entire road section (curb, gutter, sidewalks and street lights) shall be built with the face of curb at 17-feet off of centerline. The end of this construction shall be perpendicular to the centerline of the road. A ten-foot public utility easement along the Morency Drive frontage shall be provided on the face of the final plat.

18. The existing “Private Drive Easement” roadway noted on the preliminary plat provides access to existing homes in Falconcrest Phase 1. This roadway was not constructed to a “city standard” at that time. If the intent of this road is to provide access to lots 21-27 then it shall be improved per Richland municipal code. This requires the roadway to be constructed 34-feet wide and curb, gutter and sidewalk to be installed along the lot frontages. If homes on lots 21-27 are developed in a manner such that the primary means of access for fire, police, mail, delivery couriers, and other services will be via what is shown as the “Private Drive Easement” and access to such homes will be impractical or not readily available from where the lots front upon the new road segment labeled as “Falconcrest Loop”, then the “Private Drive Easement”, including all associated curb, gutter, and sidewalk areas, must be dedicated as public right of way prior to final plat approval. Such requirement is in the public interest.

19. The 54-foot wide Falconcrest Loop right-of-way proposed in Phase 4 implies a double frontage roadway with driveways and accesses off of the NE side of such road for lots 21-27. If the “Private Drive Easement” area is dedicated as public right of way to serve as primary access to such lots as explained in the previous condition no. 18, then the Falconcrest Loop right-of- way abutting such lots may be reduced to a 40-foot ROW and become

a “single frontage” roadway, subject to compliance with applicable city development regulations and approval by the Public Works Director.

20. The cul-de-sac west of Morency is labeled as “Falconcrest Loop”. This name may need to be changed in order to comply with municipal code.

21. Sidewalks shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.). The west end of the cul-de-sac (“Tract A”) will need sidewalk installed around it when phase 2 is constructed.

22. The developer and his engineer shall demonstrate on the construction plans that all future driveways, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide at least 5-feet of separation between driveway and/or pedestrian ramp transitions.

23. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate right-of-way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.

24. All proposed right-of-ways that are narrower than 54-feet shall have parking restricted, as per City standards.

25. Any roads narrower than 34-feet shall have parking restricted on one side, and any roads 27-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developer’s expense. The restricted parking areas shall be indicated on the construction plans and the final plat. All signage will be installed by the developer prior to final platting.

26. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

27. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.

28. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

29. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.

30. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.

31. The fire hydrant layout shall be approved by the City Fire Marshal.

Irrigation Water:

31A. Unless the map included as part of RMC 18.16.080 is amended at some point to exclude the property included in the Falconridge plat, or language is amended in some other way to allow for use of city water for irrigation purposes in the new plat, no phase of this plat can receive Final Plat Approval until the plat obtains irrigation water from a lawful provider other than the City of Richland, perhaps via annexation into one of the irrigation districts in the area – or is developed in a manner that includes no irrigation water service and prevents use of city potable water supplies for irrigation purposes.

Sanitary Sewer:

32. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

33. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

34. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

35. All public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.

36. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.

37. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.

38. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.

39. As this property is upslope of developed properties the stormwater system shall include provisions for possible discharge of runoff onto downslope properties from storms in excess of the design storm. Those provisions may be required to include off-site downslope conveyance facilities and/or flowage easements allowing for the conveyance of stormwater to and across downslope properties.

40. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.

41. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.

42. The developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if the developer wishes for the pond to be landscaped and visually appealing, then a homeowners association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

43. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting / Project Acceptance Requirements:

44. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

45. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements or right-of-ways for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

46. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
47. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
48. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
49. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: "The private roadways are for the use and benefit of the homeowners abutting said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for these roadways".
50. A note shall be added to the face of the plat that states: "The private drives within this plat are fire lanes and parking may be restricted. The required no- parking signs shall be installed by the developer where applicable."
51. Any roads narrower than 34-feet shall have parking restricted on one side, and any roads 27-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
52. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
53. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
54. Addressing brackets [] are needed on all lots and tracts in subsequent final plat submittals.
55. The intended use and ownership of all tracts within the plat shall be noted on subsequent final plat(s).
56. To ensure site grading provides for a useable trail corridor, a soft-surface trail no less than four (4) feet-wide shall be constructed within the trail corridor easement (AF#'s 2011-019372 & 2012-037725) encumbering the rear fifteen (15) feet of lots 11 through 20.
57. Subsequent final plat(s) shall contain a note advising future buyers of lot numbers 1, 2 & 16-20, as numbered on the preliminary plat survey, of the following construction-related requirements:
- a) All structures within 30 feet of a property line adjoining a wild-land area shall have noncombustible siding, soffit, and skirting on the side adjacent to the wild-land area.*
 - b) Decks and porches 36 inches or less in height shall have skirting if within 30 feet of adjacent wild-land areas.*
 - c) Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage.*

Building Department

58. Grading shall be permitted by the City and performed in accordance with the Geotechnical Engineering report by Affordable Geotechnical Services and with Appendix J [IBC 2015]. Any specific geotechnical requirements regarding foundations and/or site slopes shall be noted on the (final) plat along with reference to the geotechnical investigation report.

Fire Department

59. Wild-land areas are areas which are undeveloped, uncultivated or unfit for cultivation, or considered by the city of Richland to be wasteland or desert, or which are any combination of these descriptions and which are deemed by the city of Richland as a hazard for wild fire purposes. The following requirements apply to buildings and structures constructed on, in, or near wild-land areas:

- a) All structures within 30-feet of a property line adjoining a wild-land area shall have noncombustible siding, soffit, and skirting on the side adjacent to the wild-land area when the wild-land area is in excess of five contiguous acres. This requirement shall not apply to interior lots of platted parcels of land and development phases whose streets are accessible and whose water system is operational.
- b) Decks and porches 36-inches or less in height shall have skirting if within 30-feet of adjacent wild-land areas when the wild-land area is in excess of five contiguous acres. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage.

The City's Fire officials have determined that this plat is in a wild-land area, and must comply with the requirements listed above.

60. As determined by the Fire marshal, noncombustible siding or soffit material shall be required on the downhill side(s) of a structure that is within 30 feet of a grade that is 15 percent or greater in steepness. The grade shall be determined by the predominate slope on the downhill side measured from the structure or building and extending a maximum of 300 feet.

(Fire Department conditions 59 and 60 (above) will be satisfied by applying the final plat note described in condition #57).

NOTE – In the event of a need for clarification regarding the application or interpretation of any term or condition of approval set forth above, either the applicant or the city can invoke the jurisdiction of the Hearing Examiner to issue a written clarification of a particular term or condition, through a written request detailing the matter, and the basis for such request. Such request shall be made as a Request for Reconsideration, submitted within seven (7) calendar days of the date this Decision is issued.

Notice of Rights to Request Reconsideration or Appeal This Decision

Reconsideration –

Sec. 2.22(a) of the Richland Hearing Examiner Rules of Procedure reads as follows:

(a) The Hearing Examiner may reconsider a decision or recommendation on an application, if it is filed in writing within 7 calendar days of the date of issuance. Only parties of record have standing to seek reconsideration. Any request for reconsideration shall be served on all parties of record and to any party's designated representative or legal counsel on the same day as the request is delivered to the Hearing Examiner. The Examiner will seek to accept or reject any request for reconsideration within 3 business days of receipt. If the Examiner decides to reconsider a decision, the appeal period will be tolled (placed on hold) until the reconsideration process is complete and a new decision is issued. If the Examiner decides to reconsider a recommendation made to the City Council, the transmittal to the City Council shall be withheld until the reconsideration process is complete and a new recommendation is issued. If the Examiner decides to reconsider a decision or recommendation, all parties of record shall be notified. The Examiner shall set a schedule for other parties to respond in writing to the reconsideration request and shall issue a decision no later than 10 business days following the submittal of written responses. A new appeal period shall run from the date of the Hearing Examiner's Order on Reconsideration.

Appeal –

The hearing examiner's decision regarding this preliminary plat application shall be final, subject to judicial appeal in the time and manner as provided in RMC 19.70.060 and Ch. 36.70C RCW (*The city's final decision on land use application may be appealed by a party of record with standing to file a land use petition in Benton County Superior Court. Such petition must be filed within 21 days of issuance of the decision*). See RMC 24.12.050(B).

NOTE: The Notice provided on this page is only a short summary, and is not a complete explanation of fees, deadlines, and other filing requirements applicable reconsideration or appeals. Individuals should confer with advisors of their choosing and review all relevant codes, including without limitation the city code provisions referenced above and the Land Use Petition Act (Chapter 36.70C RCW) for additional information and details that may apply.

SECURITY AND IMPROVEMENT AGREEMENT

THIS SECURITY AND IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this 21st day of October, 2021 by and between the City of Richland, a Washington municipal corporation ("City"), and Bauder Homes, LLC ("Developer"), a Limited Liability Corporation seeking final plat approval of Falconridge Phases 1 & 2. City and Developer are referred to collectively as the "Parties."

I. RECITALS

WHEREAS, pursuant to Chapter 24.12 of the Richland Municipal Code (RMC), Developer has filed with the City an application for final plat approval of Falconridge phases 1 & 2 (the "Project"); and

WHEREAS, Falconridge was given preliminary plat approval by the Richland City Council on June 12, 2020, subject to the conditions of approval listed in Technical Advisory Committee (TAC) Report TAC #S2020-101 and the applicable state and local development regulations in existence at the time; and

WHEREAS, RCW 58.17.170 provides that final plat approval shall be given by the City when the City finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of RCW 58.17, other applicable state laws, and any local ordinances in effect at the time of preliminary plat approval; and

WHEREAS, under circumstances where the improvements and land division work required by the RMC and the conditions of approval are not complete prior to a developer's application for final plat approval, RCW 58.17.130 and RMC 24.24.020 allow a developer to comply with the conditions of approval by entering into a secured agreement with the City to complete the improvements and land division work within a period of time specified by the City; and

WHEREAS, pursuant to RMC 24.12.090, upon receipt of a final plat application, the City Engineer is required to review the plat to determine whether minimum improvements have been provided as described by the RMC. If minimum improvements are lacking, the plat shall be rejected; and

WHEREAS, in consideration of final plat approval for the proposed Project by the City prior to completion of improvements, Developer desires to enter into this Agreement whereby Developer promises to install and complete, at its sole expense, all public improvement work required by the City for the proposed Project. Developer has secured this Agreement by improvements security required by RMC 24.24.020; and

WHEREAS, improvement plans and related specifications for the construction, installation and completion of the improvements identified herein have been prepared by the Developer, approved by the City, and are on file in the City's Public Works Department. Said improvement

plans and related specifications are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval by the City of the Final Plat of Falconridge phases 1 & 2, Developer and City agree as follows:

II. AGREEMENT

1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. At its sole expense, Developer shall, in compliance with state law, the improvement plans approved pursuant to Right-of-Way Construction Permit No. PW-21-00504, and all applicable City standards, furnish, construct, install and guarantee the improvements described in the Falconridge preliminary plat, the Richland Municipal Code, and the conditions of approval (the "Improvements").
- b. Developer shall acquire and dedicate, or pay the cost of acquisition of, all rights-of-way, easements and other real property for the construction or installation of the improvements, free and clear of all liens and encumbrances.
- c. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all Improvements within twelve (12) months of the effective date of the agreement; provided, however, that if the City Engineer reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly subdivision of the surrounding area, the City Engineer shall give Developer not less than fifteen (15) calendar days' prior written notice to commence or accelerate installation and construction of improvements, or any portion thereof. The notice shall describe the work to be done by the Developer, the time within which the work will commence, and the period within which the work will be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time.
- d. If improvements to be constructed by Developer include monumentation, such monumentation shall be installed no later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- e. Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.
- f. Until any category of Improvements is accepted by the City, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall

have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

- g. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by the federal, state, county, town or improvement district and all taxes required by law.
- h. Not less than fifteen (15) days prior to commencement of work on the Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection for the Improvements by the City Engineer.
- b. Upon completion of the work on all or any category of the Improvements specified in Schedule A, the Developer may request a final inspection by the City Engineer. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements.
- c. Developer understands and agrees that no building permits for homes to be constructed on the lots located within Falconridge phases 1 & 2 will be issued by the City of Richland Building Department until the minimum improvements identified in Schedule A are inspected and accepted by the City Engineer. Developer shall include this notice of restriction in all contracts for sale of lots within Falconridge phases 1 & 2 to homebuilders until the restrictions of this subsection "c" are no longer applicable.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by the City of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Developer, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Revised Code of Washington, Richland Municipal Code, or the Improvement Plans and related specifications, the Developer shall, without delay and without cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.
- b. Should the Developer fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement or reconstruction to be undertaken before the Developer can be notified, then the City may, at its discretion, make the necessary repairs or replacements or perform the necessary

reconstruction. If the Developer's improvement security does not cover the total cost of such repair, replacement or reconstruction, the Developer shall reimburse the City for any excess costs incurred.

- c. The security furnished for the Developer's obligation to construct and install the Improvements described herein shall not be reduced below ten percent (10%) unless and until a warranty bond is posted for the warranty period.

4. TIME EXTENSIONS

- a. Upon a showing of the Developer of good cause, the date of commencement of work on the Improvements, or the duration of the Completion Period, may be extended by the City Engineer, with the written concurrence of the City Manager. As used herein, "Good Cause" may include, without limitation, delay resulting from an act of the City, acts of God or force majeure; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.
- b. A time extension may be granted without notice to any surety or sureties of the Developer and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.
- c. As a condition of any time extension provided for herein, the City Engineer, with the written concurrence of the City Manager, may require the Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

- a. Prior to the City's execution of this Agreement, Developer shall provide as security to the City an amount equal to one hundred fifty percent (150%) of the Estimated Total cost of the Improvements, Grading and Monumentation as set forth in Schedule A and in accordance with established City policy. With this security, the form of which shall be subject to City's prior approval, the Developer assures faithful performance under this agreement and guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements against any defective workmanship or material or any unsatisfactory performance pursuant to Section 3 hereof.
- b. Modifications of the Improvement Plans and related specifications, and modification of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of Improvements, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Developer shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred fifty percent (150%) of the revised Estimated Total Cost of the Improvements.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

- a. Partial release or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this section.
- b. Upon acceptance of all or any specified category of the Improvements, and upon request of the Developer, the improvement security may be reduced or released as follows:
 - i. Security for Performance and Guarantee: Security may be released incrementally following the completion and documentation of the completion of work and approval by the City Engineer. Securities will be released incrementally in conformance with Schedule A and only upon completion of all improvements in a related category of Schedule A. Unless the Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the one (1) year guarantee and warranty period specified in Section 3.A. nor until any claims filed during the one (1) year warranty period have been settled.
- c. If Developer's obligations relating to any Improvements, such as the water system or sewer system, are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was satisfactorily completed.

7. INDEMNIFICATION OF CITY BY DEVELOPER

- a. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement.
- b. Developer's obligations under this section are not conditioned or dependent upon the City, or its officers, agents and employees who prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project Improvements, or has insurance or other indemnification covering any of these matters.
- c. Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design

or construction of the Project, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Plat, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

8. OWNERSHIP OF IMPROVEMENTS

Ownership of all or any category of the Improvements constructed and installed by the Developer pursuant to this Agreement shall vest in the City (or other specified governmental agency) upon acceptance of Improvements by the City (or other specified governmental agency).

9. DEFAULT AND BREACH BY THE DEVELOPER AND REMEDIES OF THE CITY

- a. Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement:
 - i. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth herein;
 - ii. Failure to correct or cure any defect in the Improvements during the one (1) year guarantee and warranty period as required in Section 3.A.;
 - iii. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice from the City;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Project or any portion thereof, or any conveyance by the developer in lieu or in avoidance of foreclosure; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from the City.
- b. City reserves to itself all remedies available to it at law or in equity for any breach of

Developer's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Developer's default.

- c. Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and consequently, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over the completing of the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.
- d. City may, without liability for doing so, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to entry by the City and its forces, including contractors, upon any real property in the Project owned by the Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.
- e. Developer acknowledges and agrees that, upon approval of the Final Plat, City will confer substantial rights upon the Developer, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement. Developer further acknowledges that any determination as to whether a reversion to acreage or rescission of approval of the Final Plat constitutes an adequate or necessary remedy for Developer's default shall be within the sole discretion of the City.
- f. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.
- g. If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if the Developer subsequently resumes and completes the work.

10. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of the Developer's contractors, employees or agents, are or shall be deemed to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

11. ASSIGNMENT

- a. Developer shall not assign this Agreement without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph a. shall be null and void and shall have no force or effect.
- b. The sale or other disposition of the Subdivision shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Project, or any portion thereof, to any other person or entity, the Developer may request a novation of this Agreement and substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Developer may request a release or reduction of the improvement security furnished pursuant to this Agreement.

12. NOTICES

- a. All notices required or provided for in this agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City: Richland City Engineer
625 Swift Blvd. MS-26
Richland, WA 99352

If to the Developer: Bauder Homes, LLC
2472 Falconcrest Lp.
Richland, WA 99352

- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

13. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

14. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

16. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date of recordation of the Final Plat for Falconridge phases 1 & 2, and shall remain in effect until expiration of the one (1) year warranty found in Section 3; provided, however, that Section 7 shall survive expiration of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

DEVELOPER— Bauder Homes, LLC



By: Scott J. Bauder

Its: Manager

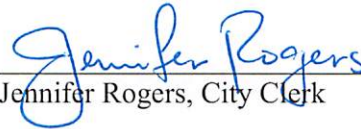
Date: Oct/19, 2021

CITY OF RICHLAND



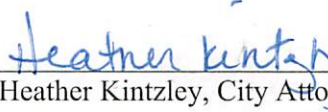
Jon Amundson, Interim City Manager

Attest:



Jennifer Rogers, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Scott J. Bauder, Manager of **Bauder Homes, LLC**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as his/her free and voluntary act on behalf of Bauder Homes, LLC for the uses and purposes therein stated.

Given under my hand and seal this 19th day of October, 2021.

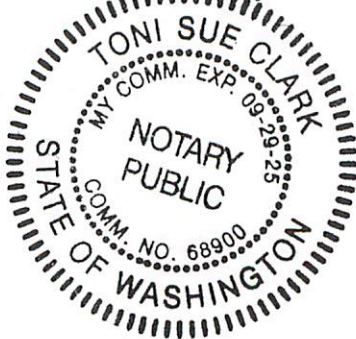


Gracie Gaines
Notary Public
Residing at: Kennewick
My commission expires 10/9/22

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Jon Amundson, Interim Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this 21st day of October, 2021.



Toni Sue Clark
Notary Public
Residing at: Kennewick
My commission expires 09/29/2025

Schedule A

SCHEDULE A

WORK TO BE COMPLETED PRIOR TO CITY APPROVAL OF FINAL PLAT			
Sanitary sewer system installed and functional			
Domestic water system installed and functional			
Storm drainage system installed and functional			
Street subgrade and base rock placed & compacted to grade			
Property pins placed around boundary of plat, including back yard corners			
Signed third party easements			
Building lots graded per approved grading plan			
WORK TO BE COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE			
TYPE OF WORK	COST PER UNIT	LENGTH/SF	VALUE
Public improvements fronting building lots			\$ N/A
Top rock placed & compacted	0.54	sf	15379.2
Concrete curb and gutter installed	11.25	lf	17617.5
Paving of city streets	1.12	sf	31897.6
Unobstructed access to water main/hydrant valves	3095.89	lot	27863.01
Sidewalk and pathway segments aside from building lots	3.7	sf	8077.1
Property pins placed at all interior lot corners			5000
Centerline monuments installed by surveyor	500	ea	2500
All disturbed soils stabilized to protect against erosion	800	acre	6400
Street lighting & circuit installed	5321.87	ea	15965.61
WORK TO BE COMPLETED PRIOR TO RELEASE OF SECURITY FUNDS			
TYPE OF WORK	COST PER UNIT	LENGTH	VALUE
Punchlist Value	633	per lot	5700
Record Drawings	200	per lot	1800
Surveyor Information			2000
Total Value (All sections)			140200.02
Total value X 150%			210300.03



The Ohio Casualty Insurance Company

SUBDIVISION BOND

BOND NO. **67S202681**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Bauder Homes LLC

, as Principal

2472 Falconcrest Loop Richland, WA 99352

(Full Name [top line] and Address [bottom line])

(hereinafter called Principal) and The Ohio Casualty Insurance Company _____ as Surety (hereinafter called Surety) are held and firmly bound unto The City of Richland

625 Swift Blvd, Richland, WA 99352

(Full Name [top line] and Address [bottom line])

(hereinafter called Oblige) in the penal sum of Two Hundred Ten Thousand Three Hundred Dollars And Three Cents

(\$210,300.03) Dollars, the payment of which well and truly to be made,

we hereby jointly and severally bind ourselves our heirs, executors, administrators, successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT

WHEREAS, the principal has presented for the approval of the Oblige a plat of a subdivision of lots and lands to be known as Falconridge PH 02

WHEREAS, before said plat can be given final approval, it is required under the ordinances or regulation of said Oblige that the following improvements:

Grading Improvements & Monument Improvements

shall have been completed or that, in lieu of such completion, the subdivider shall furnish to the Oblige a bond guaranteeing that such improvements will be completed in accordance with the applicable specifications and within the period of time allowed,

NOW, THEREFORE, if said principal shall fully and faithfully perform all the work specified to be done within the time prescribed and in accordance with the plans and specifications therefor, to which reference is hereby made, the same being a part hereof as though fully incorporated herein; then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED September 16, 2021

Bauder Homes LLC

Principal



Seal No. 7092

The Ohio Casualty Insurance Company

BY:

Yesica Perez

Bond Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Michael R. Button; Cheryl Moore; April Morgan and/or Yesica Perez

of Richland, Washington their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 16th day of September, 2021

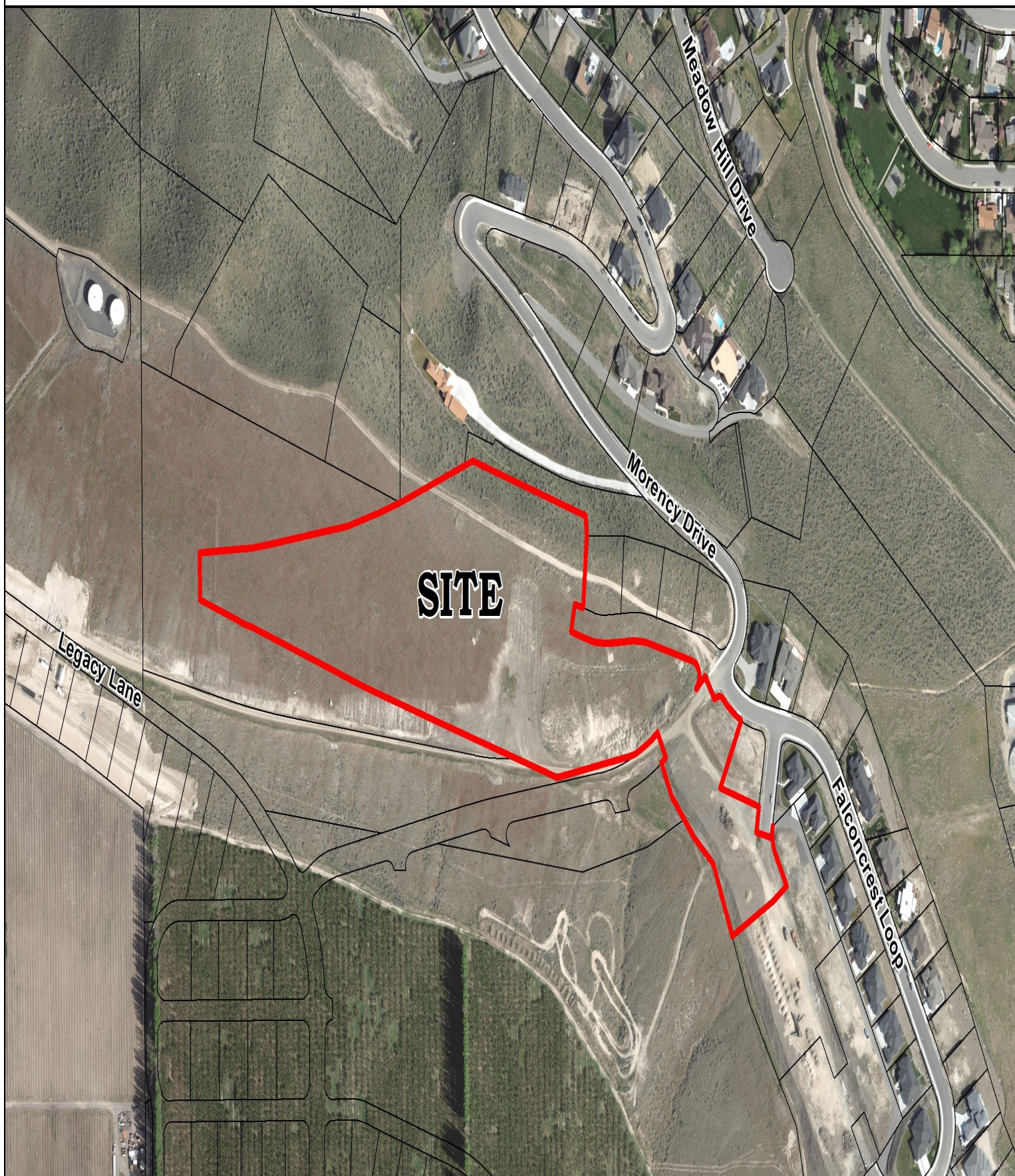


Ed H.

Vicinity Map

Item: Final Plat of Falconridge Phase 1
Applicant: Scot Bauder
File #: FP2021-110

N





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-13, Authorizing a Professional Services Agreement with Financial Consulting Services Group

Department:
Energy Services

Ordinance/Resolution Number:
2022-13

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-13, authorizing the City Manager to sign and execute a professional services agreement with FCS Group for cost of service analysis, rate design, and financial analysis support services through December 31, 2026 for the amount of \$175,000.

Summary:

Energy Services (RES) updates an annual 10-year cost of service analysis (COSA) to determine revenue requirements and recommend electric utility rates to Richland City Council. RES currently contracts with FCS Group for COSA and rate design services. FCS uses a proprietary modeling tool to analyze cost of service and financial requirements in order to design rates that recover sufficient revenue. The services and support provided by FCS Group are also used to make financial business decisions within the electric utility.

RES staff recommends utilizing FCS as the most cost-effective method to complete this work, and is proposing a new contract for these services through December 31, 2026.

Staff recommends adoption of Resolution No. 2022-13.

Fiscal Impact:

The cost of these services for 2022 is included in the approved 2022 Budget for the Electric Fund. Work for future years will be funded from future budget appropriations. The contract is not to exceed \$175,000.

Attachments:

1. Resolution No. 2022-13
2. Draft Professional Services Agreement - FCS Group

RESOLUTION NO. 2022-13

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH FINANCIAL CONSULTING SOLUTIONS GROUP (FCS) FOR
COST OF SERVICE ANALYSIS, RATE DESIGN, AND FINANCIAL
ANALYSIS SUPPORT AND SERVICES.**

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

WHEREAS, Richland Energy Services (RES) is in need of cost of service analysis (COSA), rate design, financial analysis, analytical tools and other related services for efficient business and operational decisions; and

WHEREAS, the City currently contracts with Financial Consulting Solutions Group (FCS) for professional services; and

WHEREAS, FCS possesses unique knowledge and technical expertise to perform the professional services desired for RES' cost of service analysis, rate design, and financial analysis support and services; and

WHEREAS, a waiver of the City's competitive solicitation is appropriate under the circumstances and has been approved by the City Manager; and

WHEREAS, the City's best interests are served by executing a professional services agreement with Financial Consulting Solutions Group (FCS) for cost of service analysis, rate design, and financial analysis support and services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a professional services agreement with Financial Consulting Solutions Group (FCS) in the amount of \$175,000 for cost of service analysis, rate design, and financial analysis support and services.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Cost of service analysis, rate design, and financial analysis support

This Agreement is entered into this 18th day of January, 2022 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Financial Consulting Solutions Group (FCS Group) ("Consultant")**, a Washington for-profit corporation with service at 7525 166th Ave NE., Ste D215, Redmond, WA 98052. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. RFP/RFQ #
 4. ☐ Exhibit B: Solicitation No. RFP/RFQ # proposal response submitted by Consultant dated date.
 5. ☐ Additional Documents – Identify by name.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2026.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **one hundred seventy-five thousand dollars (\$175,000)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

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

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

Contact Name: Angie Sanchez-Virnoche
Name of Firm: FCS Group
Address: 7525 166th Ave. NE, Ste D215
Address: Redmond, WA 98052
Email: angies@fcsgroup.com
Phone Number: 425-867-1802 ext. 230
Fax Number: 425-867-1937

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after

commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

EXHIBIT A

Statement of Work

Consultant shall provide technical assistance to the City of Richland Energy Services in 2022 - 2026 related to the electric utility cost of services analysis (COSA), rate analysis and other rate-related assistance. Task 1 is scoped to complete the revenue requirement review annually upon update by the City. The full cost of service analysis update and most rate design will occur once AMI data is available – anticipated for completion in 2023 with a 2024 target implementation date. Tasks 3 and 4 will occur throughout the contract period as tasks are completed and reviewed.

Task 1: Cost of Service Analysis

Consultant shall work with City staff to establish the test year revenue requirements of the utility. The selected revenue requirement is used in the cost of service analysis to equitably allocate costs to customers. Key tasks include:

- Update Customer statistics analysis to develop units for load forecast, power costs and rate revenue calculation.
- Update most recent FERC actual expenses and reconcile to approved City budget
- Review the City updated revenue requirement modules including
 - Model assumptions
 - Most recent financial information: budget (revenue and expenses), debt service obligations, capital projects and funding plans.
 - Reserve balances and general purpose operating cash.
 - Review rate strategy developed
- Provide up to four (4) revenue requirement scenarios
- Update plant in service
- Review class of service for cost of service evaluation – expand or consolidate, as needed
- Update bundled and unbundled cost allocation and unit cost analyses
- Develop cost of service phase-in, if warranted
- Develop a process to coordinate and exchange data between the City's Finance and Energy Services Departments for the COSA/rate analysis
 - Discuss key rate inputs with finance staff, identify financial reports available for use and how the reports may coordinate with COSA needs,
 - Standardize cash flow reporting tool for input of financial data and comparison to COSA results.
 - Incorporate into COSA standard communication templates for diverse levels of end users, such as - City staff, management. Council, Utility Advisory Committee (UAC), City Administrator.

Task 2: Rate Design

- Develop alternative rate structures to address cost of service findings.
 - At a minimum, develop across the board adjustments for each class (equal adjustments to each rate class and each rate component) to ensure the appropriate target revenue identified in the rate strategy.
 - Provide one alternative rate option for each class that collects the target revenue

- Develop Time of Use (TOU) rate once AMI data becomes available (estimated at Q1 2023)
- Develop demand response rates once AMI data becomes available (estimated Q1 2023)
- New large single load rate. Establish rate brackets for unique usage characteristics and facility requirements of this customer class.

Task 3: Project Review Meetings

The Consultant and City staff will meet to review task deliverables. Standing conference calls and/or remote meetings will be scheduled throughout the engagement to discuss current task deliverables and issues.

- Six (6) project review meetings for Task 1 and 2
- Five (5) standing meetings. These meetings are for on-call as needed assistance on technical analysis and/or questions.

Task 4: Meetings/Presentations

Upon request, the consultant's project principal and/or project manager will attend a UAC meeting, Council Workshop or Council Meeting to present the results of the analysis. The following meetings/presentations if requested include:

- Three (3) onsite UAC/Council meetings with presentation development.

Task Schedules:

The project team will develop a specific project schedule once the City initiates each annual request.

Direct Expenses:

Expenses such as travel, mileage, and lodging, are paid according to Section 4, Payment, d) of this contract. Other expenses shall not be billed unless agreed to in advance, in writing, by both the City and Consultant.

Budget:

Estimated budget amount for the multi-year scope of services is not to exceed \$175,000.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-15, Amending the 2022-2027 Transportation Improvement Program related to the Vantage Highway Pathway - Phase 2 Project

Department:
Public Works

Ordinance/Resolution Number:
2022-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-15, amending the 2022-2027 Transportation Improvement Program related to the Vantage Highway Pathway - Phase 2 project.

Summary:

RCW 35.77.010 requires local jurisdictions to prepare and adopt a six-year Transportation Improvement Program (the "TIP"). On June 15, 2021, Richland City Council adopted the 2022-2027 TIP, which includes the construction phase of the Vantage Highway Pathway - Phase 2 project.

The right-of-way acquisition phase of the project was previously included in the 2021-2026 TIP, and left out of the 2022-2027 TIP because the project development schedule called for the work to be completed in 2021. Due to staff workload and a design concept adjustment, the right-of-way acquisition phase was not initiated as planned in 2021. That phase is now nearly ready to begin.

A TIP amendment is required to obligate the right-of-way phase funding for the Vantage Highway Pathway - Phase 2 project. The proposed amendment is consistent with city, regional and state transportation plans. Lastly, Local Agency Agreements and Local Agency Project Prospectus documents are required by the Washington State Department of Transportation to obligate federal funds for projects.

Staff recommends adoption of Resolution No. 2022-15.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2022-15
2. Proposed TIP Amendment

RESOLUTION NO. 2022-15

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2022-2027 TRANSPORTATION IMPROVEMENT
PROGRAM TO INCLUDE PROJECT FUNDING FOR THE
VANTAGE HIGHWAY PATHWAY - PHASE 2 PROJECT.**

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a six-year Transportation Improvement Program (TIP); and

WHEREAS, on June 15, 2021, by Resolution No. 67-21, Richland City Council adopted the 2022-2027 TIP, which includes the construction phase of the Vantage Highway Pathway - Phase 2 project; and

WHEREAS, the right-of-way acquisition phase of the project was included in the 2021-2026 TIP, and left out of the 2022-2027 TIP, because the project development schedule called for the work to be done in 2021; and

WHEREAS, the right-of-way phase was not initiated as planned in 2021 due to staff workload and a design concept adjustment; and

WHEREAS, the right-of-way phase is now nearly ready to begin; and

WHEREAS, a TIP amendment is required to obligate the right-of-way phase funding for the Vantage Highway Pathway - Phase 2 project; and

WHEREAS, the proposed amendment is consistent with city, regional and state transportation plans; and

WHEREAS, Local Agency Agreements and Local Agency Prospectus documents are required by the Washington State Department of Transportation (WSDOT) to obligate federal funds for projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2022-2027 Transportation Improvement Program is hereby amended to add right-of-way funding to the Vantage Highway Pathway - Phase 2 project.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the standard WSDOT Local Agency Agreements and Local Agency Prospectus documents necessary to obligate federal funds.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Six Year Transportation Improvement Program

From 2022 to 2027

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
05	5	/ 9903(025) Vantage Highway Pathway - Phase 2 Saint Street Hagen Road 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	06/15/21	06/15/21		85-20	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
S	RW	2022	TAP(UL)	86,500		0	13,500	100,000
S	CN	2022	STP(UL)	232,092		0	213,775	445,867
S	CN	2022	TAP(UL)	295,459		0	213,775	509,234
S	CN	2022	CRRSAA(UL)	172,449		0	0	172,449
Totals				786,500		0	441,050	1,227,550

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	100,000	0	0	0	0
CN	1,127,550	0	0	0	0
Totals	1,227,550	0	0	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	786,500		0	441,050	1,227,550



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Resolutions - Adoption

Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-16, Authorizing the 2022-2025 Collective Bargaining Agreement with the Richland Police Guild

Department:

Human Resources

Ordinance/Resolution Number:

2022-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-16, authorizing the City Manager to sign and execute the 2022-2025 Collective Bargaining Agreement with the Richland Police Guild.

Summary:

In July 2021, the City entered into negotiations with the Richland Police Guild for a successor collective bargaining agreement. The Richland Police Guild represents approximately 62 City employees.

The Richland Police Guild membership ratified the proposed agreement on December 30, 2021, with 44 voting members participating (43 yes/1 no). The proposed agreement includes a total compensation package within the parameters set by the Richland City Council. During negotiations, there was a focus on wages for recruitment and retention purposes. The cap on family health insurance co-premiums was removed. The Police Guild members are now paying the same 12% insurance co-premiums as Unaffiliated, IUOE, IBEW and SEWTG employees. The remainder of the changes outlined in the attached redlined document were related to contract language clean-up.

A public hearing was held on January 18, 2022 pursuant to Article IV of the Richland City Charter to take public comment on the proposed agreement.

Staff recommends adoption of Resolution No. 2022-16.

Fiscal Impact:

Terms of the proposed agreement fall within the City Council's collective bargaining parameters, and impacts of the first year are included in the 2022 Budget.

Attachments:

1. Resolution No. 2022-16
2. Proposed 2022-2025 CBA with Richland Police Guild

RESOLUTION NO. 2022-16

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2022-2025 COLLECTIVE BARGAINING
AGREEMENT WITH THE RICHLAND POLICE GUILD AND
AUTHORIZING MEMORANDUMS OF UNDERSTANDING.**

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the Richland Police Guild; and

WHEREAS, the current collective bargaining agreement with the Richland Police Guild expired December 31, 2021, and a successor agreement is needed; and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into memorandums of understanding periodically throughout the term of the Agreement with the Richland Police Guild for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2022–2025 Collective Bargaining Agreement with the Richland Police Guild is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the Richland Police Guild for operational or administrative purposes during the term of this Agreement.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

RICHLAND POLICE GUILD

2022 – 2025

(Date Last Party Signed) through December 31, 2025

Adopted by Resolution No. TBD, Month, Date, 2022
Contract # TBD



TABLE OF CONTENTS

	PREAMBLE.....	1
ARTICLE 1	DEFINITIONS	1
ARTICLE 2	RECOGNITION.....	1
ARTICLE 3	GUILD SECURITY	2
ARTICLE 4	GUILD BUSINESS	2
ARTICLE 5	DRUG & ALCOHOL TESTING POLICY	3
ARTICLE 6	EMPLOYER RIGHTS & RESPONSIBILITIES	6
ARTICLE 7	PRODUCTIVITY	7
ARTICLE 8	PERFORMANCE OF DUTY	7
ARTICLE 9	HOURS OF WORK.....	7
ARTICLE 10	WAGES & OTHER COMPENSATION	9
ARTICLE 11	OVERTIME	11
ARTICLE 12	CLOTHING & UNIFORMS.....	12
ARTICLE 13	HOLIDAYS	13
ARTICLE 14	VACATIONS	13
ARTICLE 15	PENSIONS.....	15
ARTICLE 16	DEFERRED COMPENSATION	16
ARTICLE 17	INSURANCE	16
ARTICLE 18	PREVAILING RIGHTS	19
ARTICLE 19	BILL OF RIGHTS	19
ARTICLE 20	GRIEVANCE PROCEDURE	23
ARTICLE 21	MANUAL OF RULES & PROCEDURES	25
ARTICLE 22	SENIORITY	25
ARTICLE 23	LAYOFF & RECALL.....	25
ARTICLE 24	SICK LEAVE	26
ARTICLE 25	MISCELLANEOUS LEAVES	27
ARTICLE 26	EDUCATION INCENTIVE PROGRAM	28
ARTICLE 27	PROMOTION & SPECIALTY TEAMS SELECTION PROCESS.....	29
ARTICLE 28	NO SMOKING	30
ARTICLE 29	ENTIRE AGREEMENT	30
ARTICLE 30	SAVINGS CLAUSE.....	30
ARTICLE 31	COLLABORATIVE MEETINGS	31
ARTICLE 32	PHYSICAL FITNESS PROGRAM	31
ARTICLE 33	DURATION OF AGREEMENT	31
	SIGNATURES.....	32
APPENDIX “A”	CLASSIFICATION & WAGES.....	33
APPENDIX “B”	PHYSICAL FITNESS PROGRAM MOU	36
AMENDMENT “A”	SUBSTANCE-FREE WORKPLACE POLICY (NON-DOT).....	38

PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Guild governing wages, hours, and working conditions for those members of the Richland Police Department who are members of the bargaining unit. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective on the date of signing.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "City" means the City of Richland, Washington.
- B. "Guild" means the Richland Police Guild.
- C. "Employees" means a regular full-time employee in the bargaining unit (as defined in subparagraph "D" hereof) covered by this Agreement.
- D. "Bargaining Unit" as used herein shall include all regular full-time and regular part-time sworn police officers of the Richland Police Department up to and including the rank of Sergeant.
- E. "Department" means the Richland Police Department.
- F. "Base Rate of Pay" means employee's straight pay without any other paid compensation included. Hourly base rate of pay for Police Officers, Police Corporals and Police Sergeants is listed in Appendix A.
- G. "Regular Rate of Pay" means base rate of pay plus assignment pay, education pay, longevity pay and specialty pay for which the employee is eligible. Out of class pay shall also be included when calculating the overtime rate.
- H. "Gross Wage" means the regular rate of pay plus all other types of paid compensation with the exception of clothing and meal allowance.

ARTICLE 2 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining representative of the employees in the bargaining unit (as defined in Article 1, subparagraph "D") for the purpose of establishing wages, hours and working conditions. It is the desire and intent of the City and Guild to maintain the type of communications, which will keep each other informed of matters, which have a significant effect on the working conditions of the employees covered by this Agreement.

ARTICLE 3 - GUILD SECURITY

- A. Employee Rights: Employees shall have the right to join and participate in the activities of the Guild for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Guild. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Guild or its members because of the exercise of these rights.
- ~~B. Notwithstanding paragraph A above, any regular employee who is not a member of the Guild shall, as a condition of employment, pay the Guild a monthly service charge no greater than the monthly Guild dues as may be limited by law. Employees who fail to meet this requirement after being notified by the parties in writing of the dues requirement shall be discharged if they do not comply. The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, are safeguarded in accordance with appropriate PERC procedure. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, the Public Employment Relations Commission shall determine the employee's right to non-association status or designate the charitable organization.~~
- B. The City agrees to deduct membership dues from the wages of those members who request it and forward those dues to the designee of the Guild. The Guild agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - GUILD BUSINESS

A Guild officer who is an employee in the bargaining unit may be granted time off without pay while conducting bona fide Guild business provided: (1) that the employee notifies the City at least forty-eight (48) hours prior to the time off; (2) that the City will have sufficient employees available to staff the Department during this time off. Guild officers, when on duty, may use on-duty time for the administration of this Agreement.

The City recognizes the Guild's Negotiation Team as the exclusive contract negotiator. The City agrees to discuss contract proposals with the Negotiation Team or the Guild's principal spokesperson only. In the event that contract negotiations are scheduled at a time when any members of the Guild's Negotiation Team are also scheduled to perform their regular duties, such member(s) shall be relieved of their duties, with pay, to attend the contract negotiation session. The City shall recognize three (3) members of the Guild and their designated spokesman (if not an employee) for purposes of bargaining per bargaining session.

ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY

Employees shall be subject to the City Drug and Alcohol testing policy as attached in Amendment "A". Guild members shall not be considered as holding safety-sensitive positions for purposes of that policy and shall not be subject to random drug testing of any kind.

- ~~A. Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.~~

~~Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from the treating physician or other qualified healthcare provider while using such drugs.~~

~~The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.~~

~~The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws that agencies are charged with enforcing. Therefore, the City reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.~~

~~Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.~~

~~An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.~~

~~For the purpose of administering this Article the following definition of terms is provided:~~

~~Reasonable Suspicion - Is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.~~

~~Under the influence - The following cutoff levels shall be used for the screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).~~

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites	50	
—Delta-9 tetrahydrocannabinol-		15
—9-carboxylic acid (TCH)		
Cocaine metabolites	-150	-100
—(Benzoylcegonine)		
Amphetamines—AMP/MAMP	-500	
—Amphetamine (AMP)		-250
—Methamphetamine (MAMP)		-250
		(specimen must also contain at least 100 ng/mL of amphetamine)
Opiate metabolites—Codeine/Morphine	2000	
—Codeine		2000
—Morphine		2000
6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxymethamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		250

~~Level of the positive result for ethyl alcohol....0.04 gm/dl~~

~~These threshold levels shall change in accordance with the current Dept. of Transportation Standards upon written notification to employees and/or other state or federal law that the parties agree is applicable and requires changes to this section. The City shall also notify the Guild of any other potential change or update.~~

~~Illegal Drugs — are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.~~

~~Over the Counter Drugs — are those, which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.~~

~~Prescription Drugs — are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed physician, healthcare provider or dentist within the scope of their license.~~

~~B. — If an employee is required to submit to a drug test, the following procedure shall be followed:~~

- ~~1. — The employee shall be given an opportunity to confer with a Guild representative if one is readily available and the employee has requested said conference.~~
- ~~2. — The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Guild representative may be present during this discussion.~~
- ~~3. — The City may request urine and/or blood samples.~~
- ~~4. — Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.~~
- ~~5. — All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Guild representative and proper chain-of-custody procedures shall be followed.~~
- ~~6. — The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.~~
- ~~7. — If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests.~~

~~The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.~~

~~8. At the employee's or the Guild option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.~~

~~9. The employee and the Guild shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.~~

~~C. The City shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one (1) year.~~

~~D. If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.~~

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Subject to the provision of this Agreement and any other Agreement between the City and the Guild, the Guild recognizes (1) the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers, and (2) that the City reserves those rights concerned with the management and operation of the Department which include, but are not limited to, the following:

- A. To recruit, assign, transfer or promote members to positions within the Department. The appointing authority retains the right to make appointments from the top three available candidates.
- B. To suspend, demote, discharge or take other disciplinary actions against members for just cause;
- C. To determine methods, means, and personnel necessary for Department operations;
- D. To control the Department budget; and

- E. To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

ARTICLE 7 - PRODUCTIVITY

The City and the Guild shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of employee relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 8 - PERFORMANCE OF DUTY

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slow-down, mass sick call or any other form of work stoppage or interference of normal operation of the Department during the term of this Agreement.

Nothing in this Agreement shall be construed to grant to the City the right to lock out any member of the Guild for any reason.

ARTICLE 9 - HOURS OF WORK

- A. Work Schedules. The normal work schedule shall be established by the City, with shifts not to exceed twelve (12) hours in duration including meal and rest breaks. **Shifts will be rotated every ten (10) weeks.** This section shall not be construed as a waiver of bargaining rights. Two (2) weeks' notice will be given to employees prior to changing their shift assignment or change in schedule. However, this provision may be waived upon mutual agreement by the City and the employee.

Effective the first shift rotation of 2022, squad rotations for C/D squads shall occur one week later than A/B squads so that employees working those squads adjust to new work days over three (3) days rather than two (2) – as A/B squads currently have.

- B. Work Periods. The normal work period shall be 28 days. The normal workweek for patrol shall be Monday through Sunday on a twelve (12) hour shift schedule. The normal work period for all others shall begin on Monday at 0001 hours. **It is expressly acknowledged that, during the term of this agreement, a temporary alternative duty schedule to provide extra coverage during peak demand times may be implemented based upon a determination of business necessity. The impacts of any temporary alternate schedule shall be by agreement with the Guild and detailed in a letter of understanding and include the terms and conditions needed to effect such change in scheduling, including duration.**

1. The configuration of the twelve (12) hour shift schedule will be four shifts/squads. There will be two (2) day shifts working from 0630 to 1830 hours and two (2) night shifts working from 1830 to 0630 hours.
2. The sequence will begin on a Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week, the sequence will be two (2) days off, followed by two (2) days on, followed by three (3) days off.
3. Additionally, employees earn hours that are set aside in a regular time worked (RTW) bank of hours. The bank of hours will come from two sources: the five (5) scheduled eight (8) hour training days, and the four (4) extra hours worked in each of the twenty-six (26) yearly pay periods.

Explanation of Annual Accrual Calculation:

5 eight-hour training days = 40 total hours;
4 hours x 26 (pay periods) = 104 hours.

Adding these two sources equals 144 total RTW hours earned per year. The RTO hours will come from this 144 hour RTW bank. Employees and their supervisors are responsible for ensuring RTW banks end each payroll calendar year with a zero balance.

Employees who earn RTW hours will be credited with all 144 RTW hours the first pay period of each year. ~~seventy-two (72) hours of regular time off (RTO) on the first payroll cycle of the year, and seventy-two (72) hours of RTO on the first pay period in July. Employees and their supervisors are responsible for ensuring RTW banks are at a zero balance on July 15 and at the end of the calendar year.~~ Employee must notify the employer of their intent to sell back RTW hours by November in accordance with Article 14(G). Employees hired during the course of the year shall receive prorated RTO hours in an amount equal to the monthly RTO hours remaining in the year. ~~New employees hired in November or December will not accrue RTW/RTO for those two months in that calendar year of hire. In lieu, they will receive overtime pay for the additional four (4) hours for those two months.~~

Should an employee leave employment with the City having used RTO hours before earning such hours, the employee must reimburse the City for the advanced RTO hours used on separation from employment.

Prior to the first of each year, the Department will identify the dates for each of four training dates during the year which shall be considered part of the work schedule and worked without additional compensation. There will be sixty (60) day notice prior to the first scheduled training day.

One additional training day will be scheduled during the year which shall be considered part of the work schedule and worked without additional compensation. This day will also be scheduled with sixty (60) day notice and will be in the last quarter of that year.

There will be at least one (1) month separating each of the training days, which will be set for Tuesdays or Thursdays. Only a Division commander may excuse an employee from attending a training day.

Should an employee miss a training day, it will be incumbent upon that employee to arrange to attend the other training day that month for the opposite squads.

4. For the purpose of adopting this schedule, the parties agree that the City is adopting a twenty-eight (28) day work period.

C. Meal and Rest Periods.

1. All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) or twelve (12) hour shift, the total time for meal and rest periods shall be one and one-half (1½) hours per shift with a meal period not to exceed sixty (60) minutes in duration and the remainder for breaks. For employees assigned to the eight (8) hour work shift, the total time for meal and rest periods shall be one (1) hour per shift with a meal period not to exceed thirty (30) minutes per shift and two (2) fifteen (15) minute breaks.
2. Employees working a scheduled training day and not expected to be available to respond to calls for service shall work eight (8) hours with a one (1) hour duty free unpaid meal period. Twelve (12) hour shift employees will be scheduled for training days on their respective short weeks.

- D. The City and Guild recognize that during a calendar year there may be certain number of pre-planned events that require full staffing to achieve the operational needs of the department. Full staffing is understood to mean that the number of officers needed is a full patrol squad. Such dates shall be determined, according to a written, staffing strategy for each event, no later than December 1st of the preceding year unless the parties agree to a later

date.

The City agrees that the Chief shall meet with the Guild to negotiate the impact on employees assigned to patrol and other specialty units. The Chief or his or her designee shall address exceptions to the full staffing requirement for special or unusual circumstances of employee vacation requests. Further, at times, specialized units may be required to supplement patrol shifts to allow patrol employees the opportunity to have time off during pre-planned event dates and vice-versa. The pre-planned staffing dates shall not be created solely to avoid the payment of overtime.

Operational full staffing dates that occur unexpectedly during the year shall not result in the cancellation of approved vacations except in the case of emergency.

ARTICLE 10 – WAGES & OTHER COMPENSATION

- A. The wages for all employees covered by this Agreement shall be listed in Appendix "A" attached hereto and by this reference incorporated herein. Appendix A will reflect the hourly base rate of pay.
- B. Wages 2022 – Effective and/or retroactive to the first payroll of the 2022 payroll year, the base wage for 2021 shall be increased across-the-board by 5.0%.

Wages 2023 – Effective the first payroll of the 2023 payroll year, the base wage for 2022 shall be increased across-the-board by 5.0%.

Wages 2024 – Effective the first payroll of the 2024 payroll year, the base wage for 2023 shall be increased across-the-board by 100% CPI-W all US Cities (April-April) with a 2% minimum up to a 4% maximum.

Wages 2025 – Effective the first payroll of the 2025 payroll year, the base wage for 2024 shall be increased across-the-board by 100% CPI-W all US Cities (April-April) with a 2% minimum up to a 4% maximum.
- C. Assignment Pay - Any employee on non-continuing, intermittent assignment upgrade to the Detective section or Community Services section in the Support Operations Division and the Training Officer in the Administrative Services division shall receive six percent (6%) assignment pay above their base rate of pay.
- D. Education Incentive Pay – A member of the bargaining unit who has acquired an AA or AS Degree will receive five percent (5%) education incentive pay above their base rate of pay and assignment pay. A member will receive ten percent (10%) above their base rate of pay and assignment pay for a BA or BS Degree. See Article 26 for specific details on the Education Incentive Program.

- E. Longevity Pay – Effective January 1 2007, a member of the bargaining unit who has completed one thousand (1000) hours of training and ten (10) years of service (including prior full-time paid civilian commissioned law enforcement) will receive an additional two percent (2%) of the employee's base rate of pay, assignment pay and education incentive pay.

Effective January 1 2007, a member of the bargaining unit who has completed twenty (20) years of service (including prior full-time civilian commissioned law enforcement) will no longer receive education pay or the two percent (2%) longevity pay referred to above, but will receive twelve percent (12%) of the employee's base rate of pay and assignment pay.

There will be no change to the payroll calculation of this compensation for employees already receiving ten percent (10%) education pay and two percent (2%) longevity pay to ensure employee pay is not reduced.

- F. Specialty Pay - Special assignments eligible for specialty pay include: (1) Swat Team/Hostage Negotiator; (2) Bomb Squad; and (3) Bi-Lingual Certification (certification standard to be approved by the Chief after consultation with the Guild; provided the maximum members eligible for bi-lingual certification pay shall not exceed eight (8)). The maximum specialty pay that any single employee may receive under this Section shall be three percent (3%) even if the employee is assigned to more than one (1) special assignment. Specialty pay shall be three percent (3%) of the employee's base rate of pay, assignments pay, and education incentive pay.
- G. ~~Field Patrol~~ Training Officer (FPTO) and Instructor Pay – ~~Field Patrol~~ Training Officers and Instructors will receive FPTO pay for actual hours worked as a ~~Field Patrol~~ Training Officer or Instructor at the Corporal E Step pay in addition to any other specialty pay the employee is eligible for.
- H. Out-of-Class Pay (upgrade) – All Officer-In-Charge (OIC) (Patrol, Detective, Community Services) and corporals assigned to perform substantially all of the sergeant's duties ~~as determined by the employee's supervisor for a period exceeding four (4) hours~~, shall be compensated at the first step sergeant's pay for all hours worked in the assignment.
- I. Differential Pay - The base rate of pay for a Police Corporal F Step is seven percent (7%) above the Police Officer F Step. The base rate of pay for a Police Sergeant F Step is ~~fifteen~~ ~~eighteen~~ percent (~~15%~~ ~~18%~~) above the Police Officer F Step.
- J. New Classifications – Newly established uniformed positions below rank of Sergeant shall have a salary established by the City provided that the setting of such salary shall establish no labor relations precedent. The Guild may open salary negotiations for the new classification immediately following the

appointment of an employee to the classification.

ARTICLE 11 – OVERTIME

- A. Overtime is defined as all work, which is ~~outside in-excess~~ of the person's normal workday or on the employee's regularly scheduled days off.
- B. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations, approved shift trades, or a full day of attending training courses. Provided, should the City require a full day of in-house training, then such a day of required training by the City would not be considered an exception to overtime, provided however, with two (2) weeks advance notice, the City may alter an employee's schedule so the employee could attend an in-house training without creating overtime liability for the City consistent with the FLSA.
- C. Overtime Compensation and Compensatory Time. Overtime shall be compensated at one and one-half (1½) the employee's regular rate of pay except, all time worked in excess of four (4) hours beyond the employee's regularly assigned shift shall be paid at double (2 times) the employee's regular rate of pay. All other mandatory overtime in excess of fourteen (14) hours in one (1) pay period shall be paid at double (2 times) the employee's regular rate of pay (excludes shift extensions). All voluntary off duty employment shall be paid by the City at time and one half (1½).

At the option of the employee, compensatory time may be earned in lieu of overtime pay. If selected, compensatory time shall accrue at the same rate (1½x or 2x) that the overtime pay would have been earned by the employee. Employees shall not accrue more than one hundred (100) hours at any point in time. Compensatory time shall be scheduled in the same manner, and require the same approval, as vacation leave.

- D. Overtime Meal Allowance. Whenever an employee works at least two (2) unscheduled hours beyond the end of their regularly scheduled shift, the appointing authority may authorize a meal allowance. Said meal allowance must be requested by the employee who has worked the overtime. The amount authorized as a meal allowance shall not exceed ~~twenty-five fifteen-dollars (\$215.00)~~.
- E. Callback Pay. When an employee is specifically called back and authorized to return to duty outside of their regular shift schedule either for regular duty or for court appearances, and this shall not include an extension of the employee's regularly scheduled shift, the employee shall be compensated at one and one-half (1½) times the employee's regular rate of pay, for hours actually worked, but in any event, the employee shall receive a minimum of three (3) hours pay at the overtime rate.
- F. Court Cancellation Procedures. When an employee is scheduled to appear in court

outside of their regularly scheduled shift, prior to seventeen hundred hours (5:00 p.m.) on their last regularly scheduled shift preceding the court date, the employee shall call into a designated City employee and check to see if their court appearance has been canceled. If the employee does that and has not been notified at that time that their court appearance has been canceled, and even if the court appearance is later canceled, the employee shall receive the minimum of three (3) hours callback pay as specified in paragraph E above. If an employee fails to call in as required and does not learn, because of that, that the court has been canceled, the employee shall not be entitled to any callback pay for going to court the next day.

- G. Standby Pay. Employees directed to remain on standby status by supervisory or command personnel shall receive three dollars (\$3.00) per hour for each hour of standby time. Employees on standby time shall abide by such conditions and requirements as directed by the Chief as necessary to insure that the officer is available for duty as directed. When the City places restrictions on employees sufficient to constitute being 'engaged to wait' within the meaning of the Fair Labor Standards Act, such time will be paid as overtime.

ARTICLE 12 - CLOTHING AND UNIFORMS

- A. Uniforms. The present practice of the City with regard to furnishing uniforms, footwear and equipment shall be continued with the addition of protective gloves and glasses.
- B. Each plain clothes officer, as assigned by the Department Director, shall receive eight hundred-sixty dollars (\$860) per annum clothing allowance. Half of each year's allowance shall be paid the first calendar month of each calendar year and half shall be paid in July.
- C. All employees shall maintain a presentable appearance while on duty.
- D. Uniforms supplied by the City shall be cleaned and maintained by the City.
- E. Personal Equipment. The City shall reimburse employees for the cost of repair or replacement of personal equipment lost, damaged, or destroyed while on-duty without the fault of the employee. To receive coverage under this section, personal equipment shall be pre-approved by the Department.

ARTICLE 13 – HOLIDAYS

- A. The following holidays shall be considered as holidays for full-time employees:

*New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving

~~*Fourth of July~~
Independence Day
Labor Day

*Day before Christmas
*Christmas Day

- B. Employees working on a holiday shall receive pay for the actual hours worked on the holiday plus one and one half times (1½) times the actual hours worked on the holiday.
- C. Employees who are not regularly scheduled to work on the specified holiday shall receive holiday pay set forth in paragraph B above for one work day on their shift adjacent to the holiday, either before or after, and in the same pay period as the holiday, depending on the scheduled shift.

*Holidays may fall on the weekend and would be different than the City's recognized holidays. In those occurrences, the City's recognized holidays take precedence for pay purposes for employees who are not regularly scheduled to work on the City's recognized holidays.

- D. Holiday Pay previously received by members for a Floating Holiday shall be replaced with a Compensatory Time Day. ~~Field Operations members will be credited twelve (12) hours of compensatory time; Support Operations members will be credited eight (8) hours of compensatory time.~~ Members will be credited compensatory time based on their regularly assigned schedule at the time of payment. Such compensatory time in lieu of holiday pay shall be credited the first pay period of each calendar year.

ARTICLE 14 – VACATIONS

- A. Each full-time employee shall accrue vacation time as set forth below, based on their continuous length of service which has accumulated since their most recent anniversary date of employment.

An employee shall not be eligible for a vacation until the employee shall have worked for the City a minimum of six (6) calendar months from his or her most recent anniversary date of employment.

- B. Vacation Accrual. Vacation time shall accrue on the following basis:

ACCRUAL RATE

<u>YEARS OF SERVICE</u>	<u>(HOURS/MONTH)</u>
1st – 9 years	12
10th – 15 years	14
16th – 20 years	16
Over 20 years	18

- C. An employee may carry over a maximum of three hundred fifty (350) hours from one (1) year to the next. Although an employee is encouraged to take vacation time when it accrues, an employee may request deferral to the Department Head who will review the request. The approval of the request shall be at the sole discretion of the Chief; unless the employee exceeded the cap through no fault of his/her own.
- D. Vacation time shall be taken in no less than a one (1) hour minimum.
- E. Vacation Bonus Day – Regular full-time employees working one continuous year of service shall be eligible to earn one vacation bonus day (eight (8) hours) after non-use of sick leave and leave without pay collectively.
- F. An employee who ceases to be an employee of the City shall receive a sum of money equal to their number of hours of accrued and unused vacation at their regular rate of pay minus specialty pay. The 350-hour maximum accumulation will be waived at the time an employee leaves the City.
- G. In November of each year, either the City or the employee may convert up to one hundred (100) hours of compensatory time, RTO time, or vacation time to cash at the regular rate of pay.
- H. An employee who ceases to be an employee of the City shall receive payment for accrued and unused compensatory time (maximum of 100 hours) at their regular rate of pay.
- I. Vacation Leave Donation/Transfer – The policy of the City is to allow employees to donate vacation leave to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated vacation leave when (1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or (2) when the treating physician or other qualified healthcare provider determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving two-hundred forty (240) hours of donated leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

An eligible employee requiring use of donated vacation leave shall notify ~~his or her Department Director~~ Human Resources in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

~~The Department Director shall forward the request to Human Resources for approval. The Human Resources Department~~ is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form”) for organizational wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

1. A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
2. Vacation is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).
No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Leave donation forms are utilized in the order received, and only when donated hours are needed each payroll cycle. If the recipient does not need all the leave submitted on the donation forms received, the unused donation forms will be destroyed and not utilized.

ARTICLE 15 – PENSIONS

Pensions for employees and contribution to pension fund will be governed by the Washington State Statute in existence at any given time during the term of this Agreement.

ARTICLE 16 – DEFERRED COMPENSATION

In accordance with the City’s plan document and limitations of federal law, regular full and part-time employees are eligible to voluntarily participate in the International City Management Association’s Retirement Corporation (ICMA-RC) Internal Revenue Code (IRC) Section 457 plan (hereafter, ICMA-RC 457 plan). The City retains the right to select plan administrator to improve cost-effectiveness of the ICMA-RC 457 plan administration and/or to improve service level for plan members.

~~During payroll years 2018 and 2019, the City shall match employee contributions up to four percent (4%) of the employee's gross wage into the ICMA-RC 457 plan.~~

~~Beginning the first day of the 2020 payroll year, the City shall match employee contributions up to four and one quarter percent (4.25%) of the employee's gross wage into the ICMA-RC 457 plan.~~

~~Beginning the first day of the 2021 payroll year,~~ The City shall match employee contributions up to four and one-half percent (4.50%) of the employee's gross wage into the ICMA-RC 457 plan ~~for the first twenty (20) years of employment with the City. After twenty (20) years, contribution to the MissionSquare 457 plan is at the discretion of the employee, the employer will continue to contribute four and one-half percent (4.5%) of the employee's gross wages into the MissionSquare plan regardless of the employee's contribution amount.~~

ARTICLE 17 – INSURANCE

- A. The City sponsored Preferred Provider Organization (PPO) Plan, also referred to as “OAP1”, provides medical coverage (“medical coverage” includes imbedded prescription coverage) and a separate PPO dental coverage for employees and their eligible dependents. The medical, dental, and vision benefits shall remain unchanged for the duration of the Agreement, except as noted in this Article as may be required by federal healthcare legislation. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

Employee Medical Premium Share Contributions by Tier

~~There shall be no Medical Premium Share increase for the calendar year 2018, thereafter:~~

Employee Only	12.0%
Employee & Spouse	12.0%
Employee & Child/Children	12.0%
Employee, Spouse & Child/Children (Family Tier*)	12.0%

~~*With cap on Employee, Spouse & Child/Children tier:
2018 = \$194; 2019 = \$210; 2020 = \$225; 2021 = \$240~~

The employee's medical insurance contribution will be split equally and deducted from the first (2) paychecks of each month.

Excise tax reopener: If, during the life of the Agreement, or any holdover period required by the collective bargaining statutes, it is determined through good faith professional healthcare actuarial and legal guidance that a federal excise tax must be imposed upon the City as a result of healthcare costs, the Employer will provide written notice to the Guild. Either party may provide a request to bargain, and the provisions of the Agreement relating to this Article and the economic provisions of the Agreement may be opened for negotiations. The parties will negotiate in good faith to avoid incurring any federal excise tax liability imposed on the City pursuant to a federal healthcare initiative. The intent of the negotiations is to assure that the bargaining unit receives all compensation for which it bargained and to avoid the

incurring of any federal excise tax liability imposed on the City under a federal healthcare initiative; any decrease in health benefits shall be recaptured elsewhere in other economic benefits of the Agreement.

- B. Dental Plan. The City's health care package includes a dental plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Dental PPO Plan.
- C. Vision Plan. The City's health care package also includes a vision plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Vision Plan.
- D. Prescription Plan. The City's health care package includes a prescription plan which is imbedded in the Medical plan (referred to as the Medical Plan).
- E. Administration. The City retains the right to choose the insurance carrier(s), administrators and networks and other administrative consultants for the Plans' management and agrees that the level of insurance benefits offered under the insurance plans outlined in Section A of the Article will not be lowered except as set forth herein. Future modifications to the benefit levels of the City's benefit plans may be implemented only by negotiations pursuant to the terms of this Agreement.
- F. Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program. The City will pay any administrative fees. The City may eliminate this program, if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.

~~G. **Insurance Benefit for employees retired prior to January 1, 2013.** Employees who retired prior to January 1, 2013 who enrolled and remain enrolled in Retiree Insurance for themselves and/or eligible dependents will continue to pay one half (1/2) of the composite rate in effect for the Open Access Plan (OAP) 2 Retiree Insurance plan, regardless of the number of eligible dependents the retiree has enrolled in the plan.~~

~~All retirees and dependents enrolled in OAP 2 will continue to receive the same benefit coverage (plan design) as active employees enrolled in OAP 1, provided they maintain all premium payment and other eligibility requirements.~~

~~Retirees (or their surviving spouse or surviving dependents, if there is no surviving spouse) may, at their own election and at any time during the calendar year, elect enrollment in the OAP 3 Retiree Insurance plan and pay one half of the tiered premium rate in effect. Enrollment in OAP 3 is effective the first day of the month following the new election.~~

H. **Benefit for employees who were employed as of December 31, 2012, and who**

retired/will retire January 1, 2013 or later, and who did not opt out of Retiree Insurance eligibility. Employees who did not opt out of Retiree Insurance eligibility and who retired/will retire January 1, 2013 or later are eligible to enroll in the OAP 3 Retiree Insurance Plan for themselves and eligible dependents. The City and enrolled retirees (or their surviving spouse or surviving dependents) share equally in the monthly premium in effect for the tier elected.

The benefit coverage, (plan design) of the OAP 3 shall remain unchanged. OAP3 follows the Active OAP 1 plan design, except for the payment structure (coinsurance at 80/20% versus copay for most items).

- I. Benefits for regular full-time employees hired on or after January 1, 2013. In lieu of eligibility for Retiree Insurance, employees hired on or after January 1, 2013 are eligible for certain benefits. Both the City and the employee shall each contribute one percent (1%) of base salary each payroll period in the employee's Fraternal Order of Police (FOP) Retirement Health Savings (RHS) account if allowed by Plan Design. Alternatively, if a contribution is not allowed in the FOP RHS, the contributions shall be deposited into an employee's ~~ICMA-RC~~ MissionSquare Retirement Health Savings (~~ICMA-RC~~ MissionSquare RHS) account. The City may redirect both City and employee contributions to an alternative savings account agreed to between the parties if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.
- J. **Benefits for regular full-time employees as of December 31, 2012 who chose to opt out of Retiree Insurance eligibility.** Employees who were employed as of December 31, 2012 and who chose to opt out of Retiree Insurance eligibility are eligible for certain benefits in lieu of Retiree Insurance. These employees have already received a buyout, which they were eligible for as a result of their decision to opt out. The City shall contribute one percent (1%) of base salary each payroll period to the employee's FOP RHS account if allowed by Plan Design. Alternatively, the City's one percent (1%) contribution shall be deposited into an employee's ~~ICMA-RC~~ MissionSquare RHS account.
- K. Life and Accidental Death & Dismemberment (AD&D) Insurance - The City will pay for Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay, basic spouse and basic dependent life insurance as specified in plan documents, and coverage for employee AD&D. The City will pay the entire premium for Basic Life and Basic AD&D coverage for employees and eligible dependents. Employees may elect supplemental (voluntary) additional life and/or supplemental (voluntary) AD&D benefits for themselves and eligible dependents, subject to plan requirements and limitations.
- L. Fraternal Order of Police RHS Account – All employees shall contribute a two percent (2%) of base rate of pay to the employee's FOP RHS account. This two

percent (2%) contribution by the employee is in addition to any/all other FOP RHS contributions mentioned in the Agreement. The City may eliminate this program after notice to the Guild if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative if eliminated, the two percent (2%) will be returned to employee's base wage.

ARTICLE 18 - PREVAILING RIGHTS

With the exception of express negotiated changes, no employee shall suffer any reduction in wages or loss of working conditions because of the adoption of this Agreement.

ARTICLE 19 - BILL OF RIGHTS

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Richland Police Guild's Bill of Rights". The wide-ranging powers and duties given to the Department and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the action of members. These questions often require investigation by superior officers and/or the Internal Affairs Division. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

Section I - Internal Affairs Investigations

(The procedures contained in this section apply only to administrative investigations.) The City recognizes and agrees that employees in positions within the bargaining unit are entitled to all rights and privileges accorded ordinary citizens under applicable provisions of the United States and Washington State Constitutions.

Criminal Conduct Investigations. In the case of a criminal investigation, the employee will be advised of the Miranda rights prior to an interview, and afforded immediate opportunity to obtain legal counsel. Prior to being interviewed, the suspect employee will be advised (a) that they are being questioned related to a criminal investigation, (b) that they are free to leave and (c) that refusal to answer any questions will not adversely affect the suspect employee's employment. Once such notice is given, any Guild representative shall not participate in the interview. Invocation of any constitutional or statutory rights shall not be regarded as failure to cooperate in the internal investigation. All aspects of the criminal investigation shall be subject to rules of discovery in a criminal case.

A. Advanced Notice. Prior to being interviewed regarding an administrative investigation for any reason, which could lead to disciplinary action against any employee, an employee, with a copy to the Guild, shall be:

1. Informed, in writing, of the nature of the investigation and whether the

employee is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him or her of the nature of the allegations of the complaint.

2. The employee shall also be advised in writing of their right to have union representation present during any interview. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Guild or Guild attorney.
3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the subject officer not less than forty-eight (48) hours before the initial interview commences or written reports are required from the officer. A witness officer shall be given the opportunity to consult with a Guild representative prior to an interview; however, such opportunity shall not unreasonably delay the interview.

B. Internal Investigations Interview Safeguards

1. In all administrative investigations, the employee will be advised:
 - (a) That possible disciplinary action, up to and including termination of employment, may take place as a result of the investigation.
 - (b) That a failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include termination of employment.
 - (c) That the employee has the right to name witnesses to be interviewed by the investigating officer.
2. Any interview of an employee shall be when the employee is on duty unless the seriousness of the investigation dictates otherwise.
3. Interviews shall take place at a Richland Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
4. The employee may have a Guild representative present at the interview.
5. The employee being interviewed shall be informed of the name, rank and command of the officer in charge of the investigation, the interviewing officer, and all other persons present during the interview.

6. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The employee shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
7. Interviews shall not be overly long. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he requests.
8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
9. Administrative interviews (following issuance of a formal notice of such interview) shall be electronically recorded absent objection by the subject employee, and the employee, upon request, shall be provided with a copy of the electronic recording of the interview. If the employee refuses to be recorded, the interviewer's notes will be the record of the interview.
10. Interviews and investigations shall be concluded with no unreasonable delay.

C. Disposition of an investigation

Upon completion of an internal investigation, the investigating officer shall turn over the complete report to the Chief of Police.

The Chief of Police will make a final determination for the disposition of the investigation. Dispositions may be classified into one of the following categories:

1. Unfounded: The complaint was false or not factual.
2. Non-sustained: There is insufficient evidence to either prove or disprove the allegation.
3. Exonerated: the alleged conduct occurred but was lawful and proper.
4. Sustained: The allegation is supported by sufficient evidence.
5. Other Misconduct: The evidence supports a finding of violations other than those alleged in the original complaint.

D. Employee Untruthfulness

If, during the course of an investigation on a complaint made against an employee, it is suspected that an employee was untruthful or dishonest during the investigation, a totally separate investigation will be conducted. A disposition will be reached on the initial complaint, and a disposition will be reached on the complaint of employee untruthfulness or dishonesty. Discipline may be administered for each separate investigative disposition.

E. When the Investigation Results in Charges Being Filed

1. The employee, upon request, will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
2. The employee will be furnished with the names of all witnesses and complainants who will appear against them and/or whose statements will be used against them.
3. The labor representative shall be provided any and all material that the union is entitled to under State law.

F. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed both in the Personnel Department and Police Department's personnel files.

Section II - Political Activity

Except when on-duty or when acting in his or her official capacity, no officer shall be prohibited from engaging in political activity.

Section III - Lie Detector Tests

No officer shall be required to take any lie detector or similar tests as a condition of continued employment. Polygraph evidence shall not be admitted in any disciplinary proceeding except through stipulation of the parties to that proceeding.

Section IV - Personnel Records

- A. Location and Employee Review Rights. The City shall maintain personnel records in the Personnel Office for the proper administration of the City's classification plan. Upon request, each employee shall have the right, with reasonable notice to the City, to review their personnel file during normal working hours. The employee may have a copy of any information in the personnel file, however, the City reserves the right

to charge a duplication cost. The fees for duplication shall be set by the Finance Department but such fees shall not be unreasonable.

- B. Signing. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including merit ratings, evaluations, written reprimands, demotions, suspensions or discharges. Signing acknowledges receipt of such documents. Material of a derogatory or critical nature signed by the employee shall bear the following statement next to the signature line: "Signing Acknowledges Receipt."
- C. Removal and Rebuttal. ~~At the discretion of the Chief, and after written petition by the employee, critical material may be removed from the employee's personnel file. The decision of the Chief not to remove material from the file shall not be grievable. Removal of critical material from an employee personnel file shall be governed by state law.~~ Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

Section V - Performance Evaluation

While performance evaluations are not grievable, it is understood that the Guild representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

ARTICLE 20 - GRIEVANCE PROCEDURE

- A. A "grievance" means a claim or dispute by an employee or group of employees or the Guild itself with respect to the interpretation or application of the provisions of this Agreement.
- B. Actions submitted to the Personnel Board shall not be considered grievances and subject to the Grievance procedure, and vice versa. Grievances, as herein defined, shall be processed in the following manner:

Step 1: An employee or a group of employees who consider they have a grievance may present such a grievance within fourteen (14) calendar days of when such matter comes to the attention or should have come to the attention of the employee to the employee's supervisor who shall attempt to resolve it within ~~seven (7)~~ fourteen (14) calendar days after it is presented to them.

Step 2: If the employee or employees are not satisfied with the solution by the immediate supervisor, the grievance shall be reduced to writing stating the nature of the grievance, the Article and Section violated, the facts of the matter and the remedy sought and signed by the employee. This shall be presented to the Police Chief within fourteen (14) calendar days of the supervisor's

response, who shall attempt to resolve it within ~~seven (7)~~ fourteen (14) calendar days after it has been presented to them.

Step 3: If the employee or employees are not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by the employee or Guild representative within fourteen (14) calendar days of receipt of the Police Chief's response. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days of his or her receipt of the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Guild may refer the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3. For grievances of employee discipline, within fourteen (14) calendar days, the parties shall contact PERC for the name of the next qualified arbitrator pursuant to state law. For all other grievances, the parties shall attempt to agree upon an arbitrator within ~~seven (7)~~ fourteen (14) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ~~seven (7)~~ fourteen (14) calendar day period, either party may request the American Arbitration Association (AAA) to submit a list of arbitrators according to the procedures of the AAA.

- C. The arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its legal jurisdiction. The expenses of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for its own costs incurred, including witnesses and attorney's fees.
- D. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- E. None of the foregoing is intended to mean that the Guild itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Guild to so lodge and process a grievance is expressly confirmed. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement or involve mandatory subjects of bargaining.

ARTICLE 21 - MANUAL OF RULES AND PROCEDURES

The City agrees to furnish each employee of the bargaining unit with a copy of the Manual of Rules and Procedures.

ARTICLE 22 - SENIORITY

- A. Seniority shall be defined as follows:
 - 1. Total length of continuous service within a job classification.
 - 2. Total length of continuous service with the City.
- B. The City will provide the Guild with copies of the Seniority List each year.
- C. Preference in vacation scheduling and extra days off shall be given to the employees by seniority within their rank and shift in the Department.
- D. An employee shall lose all seniority in the event of termination.

ARTICLE 23 - LAYOFF AND RECALL

- A. Layoff. An employee may be laid off for lack of work, lack of funding or reorganization. An employee who is to be laid off will be given at least thirty (30) calendar days' notice in advance of the actual layoff date. The City reserves the right to place laid off employees on paid administrative leave during the notice period. Employees shall be laid off in the inverse order of seniority within their classification. The City may take an exception from laying off the employee with the least seniority and lay off an employee with more seniority only if the City can show that the performance of the least senior was substantially superior to the more senior employee as reflected by the employee's performance evaluations. Employees subject to layoff shall be eligible to bump less senior employees from classifications the more senior employees previously held as a regular position.
- B. Recall. Employees laid off shall be retained on a recall list for not less than twenty-four (24) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees on Recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

ARTICLE 24 - SICK LEAVE

- A. LEOFF II Sick Leave Accrual and Use. All regular and probationary LEOFF II officers shall accrue sick leave at a rate of eight (8) hours per month. Sick leave may be

used for all periods of actual illness, injury, or disability. Temporary, provisional, and intermittent employees are not eligible for sick leave accrual or use. Regular part-time employees shall accrue sick leave at a rate proportionate to their hours worked.

- B. LEOFF II Sick Leave Cash Out. Effective January 1, 2007, the City shall cash out fifty percent (50%) of the employee's accrued and unused sick leave at the employee's regular rate of pay minus specialty pay upon any service retirement or twenty (20) years of service with the City. This payment shall not exceed sixteen thousand dollars (\$16,000).

- C. LEOFF II Occupational Disability Allowance. When an employee covered by the LEOFF II Retirement System is disabled as the proximate result of an on-the-job injury as covered by Washington State Worker's Compensation and Industrial Insurance, the City shall compensate the employee for the difference between his or her Worker's Compensation entitlement and his or her regular salary for a period not to exceed six (6) months or the termination of the disability, whichever comes first.

To accomplish this, the City shall pay the employee his or her regular salary for said period and the employee shall receipt to the City all time loss payments received from Worker's Compensation.

- D. Effective January 1, 2009, the following sick leave ~~cash-out incentive~~ policy will apply. At the end of the last pay period each payroll year, members who have:

(1) a sick leave bank with five hundred (500) or more hours; AND

(2) have used forty-eight (48) hours of sick leave or less during the previous year

shall cash in forty (40) hours of sick leave ~~at the employee's regular rate of pay minus specialty pay~~ to be deposited into the FOP RHS if allowed by Plan Design. Alternatively, if the deposition cannot be made into the FOP RHS, the sick leave shall be deposited into an employee's ~~ICMA-RC MissionSquare~~ RHS account. The City shall pay the value of the incentive to each eligible employee rather than deposit the money into the employee's FOP RHS account if the City must include this program as a part of medical plan value in the calculation of excise tax liability under federal healthcare legislation.

- E. Employee Responsibilities.

1. Notification to City. Employees who have suffered an illness, injury, or disability shall make all efforts to report their absence to the Department Head, immediate supervisor, or designated representative for reasons for the absence. Such notification shall be provided if practicable at least one (1) hour before the beginning of the employee's first scheduled work day. If the

illness extends beyond three (3) days, the employee shall provide updates as to his or her conditions on a reasonable periodic basis as requested by the City.

2. Healthcare Provider Certification. If the employee's absence extends beyond four (4) working days, the employee may be required to submit to Human Resources a medical certificate signed by the treating physician or other qualified healthcare provider stating the kind or nature of the sickness, injury, or disability that has rendered the employee unfit for duty.

ARTICLE 25 - MISCELLANEOUS LEAVES

- A. Bereavement and Emergency Leave. Eligible employees may be granted a leave of absence with pay up to a maximum of forty hours (40) in a calendar year for the purpose of attending the funeral of an immediate family member or for the purpose of providing care for a member of the employee's immediate family who is ill. For the purposes of this subsection, the following definitions will apply:
 1. Eligible employee - regular full-time and regular part-time (leave is proportionate to hours worked); probationary status.
 2. The employee must be scheduled to be at work at the time of the requested leave.
 3. Immediate family defined as employee's spouse, son, daughter (include in-laws), brother, sister (includes in-laws), parents and parents-in-law, grandparents, grandchildren.
- B. Leave to Attend Funerals of City Employees. Except for temporary and provisional employees, all city employees may be allowed to take time off necessary with pay at the discretion of the supervisor to attend a funeral of a city employee.
- C. Jury Duty and Witness Service. An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, provided said employee turns over compensation received less mileage reimbursements.
- D. Military Leave. Shall be governed by applicable State and Federal law.
- E. Family and Medical Leave. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

Employees will be allowed up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.

The provisions of this section are not intended to expand upon the applicable state or federal laws.

F. Leave of Absence Without Pay.

1. Excluding temporary and provisional employees, the Department Director may grant a leave of absence without pay up to thirty (30) calendar days.
2. Except for temporary and provisional employees, the City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U. S. Armed Forces shall, pursuant to RMC 2.28.885, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.
3. In the event of injury or illness, the appointing authority may require that the employee submit a certification to Human Resources from the treating physician or a designated healthcare provider indicating the nature of the illness or injury with a prognosis for recovery.

ARTICLE 26 - EDUCATION INCENTIVE PROGRAM

The purpose of this program is to provide incentive for police officers who are members of the bargaining unit serving in the Richland Police Department to seek additional education in order to meet the ever-changing needs and demands placed upon a police department.

- A. This program is based on college degrees within the police field. Educational incentive is paid for study in job related fields of Police Science and Law Enforcement, Political Science, Sociology, Psychology, Community Service, Business Administration, Public Administration, or other job related fields mutually agreed upon as being related. Subjects not related directly to the police field but part of the requirements or electives towards a degree shall be counted as a part of this program.
- B. Any police officer who is a member of the bargaining unit having acquired a degree in the police field from either a two (2) year or a four (4) year accredited college shall present their diploma and college transcript to the Human Resources office prior to becoming eligible for credit under this program.
- C. As a prerequisite for qualification to this top step under this incentive program, the officer who is a member of the bargaining unit must first present a copy of their

college degree from an accredited college and provide evidence that their major was in one of the police fields as outlined in Article 25(A) above.

- D. The following education incentive pay will be available under this program and will be added to the base rate of pay and assignment pay, and treated as part of, the employee's regular rate of pay:

<u>DEGREE</u>	<u>INCENTIVE</u>
AA/AS	5%
BA/BS	10%

Education incentive pay ceases after twenty (20) years of service (including longevity service) in the bargaining unit.

- E. All officers of the Richland Police Department who are members of the bargaining unit are eligible to take part in the incentive program.

- F. The following rules will apply for tuition reimbursement for members of the bargaining unit:

1. If the City orders an officer to take a course, City will pay all of the tuition for the course.
2. Once each calendar year an officer may request the City to pay for (fifty percent) 50% of the tuition for a class if the class will enhance the officer's ability to perform his or her duties. If registration for a class causes the employee to pay the same amount of money as a minimum fee which the employee would pay for multiple classes, then the employee may take as many classes as the employee can sign up for at the same price as one class, if all the classes are approved by the City. If the officer and the Police Chief, or the Police Chief's designee, end up not agreeing as to whether or not the requested course will enhance the officer's ability as a police officer, or if the City can find a less expensive course which will provide substantially the same instruction and the officer disagrees with the City's decision, then that issue will be appealed to the Human Resources Director, whose decision in the area will be final and will not be grievable.

ARTICLE 27 - PROMOTION AND SPECIALTY TEAMS SELECTION PROCESS

- A. Promotional testing within the bargaining unit shall be by assessment center testing process.

1. Promotional Testing Process Committee. Prior to any promotional test, the

parties agree to convene a promotional testing process review committee composed of two management representatives appointed by the Chief and two Guild representatives appointed by the Guild President.

2. Committee recommendations for the test will be reviewed and approved by the City's Personnel Committee.
- B. Specialty Team Selection. Specialty team selection, assignment and retention shall be governed by the Policy and Procedure Manual and alleged violations of relevant sections shall be subject to the grievance procedure. Any significant changes to the specialty team selection section of the Policy and Procedure Manual shall be subject to the bargaining process.
1. Training and Equipment for Specialty Units. Subject to available funds, the department will provide equipment and necessary training required by each specific specialty unit.

ARTICLE 28 - NO SMOKING POLICY

The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58, Smoking and the use of tobacco-related products in the work environment. Employees shall comply with the terms and conditions of the ordinance.

ARTICLE 29 - ENTIRE AGREEMENT

The Agreement and all of its articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects of bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 30 - SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect. Either party may thereafter require the other party to enter into collective bargaining regarding any provision thus affected.

ARTICLE 31 - COLLABORATIVE MEETINGS

At least every two months, representatives of the Guild and the Police Services Department shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. In advance of each meeting, each party shall submit a list of the issues which it wishes to discuss at the meeting. Each December, the Guild President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Guild has an issue which could be the subject of a grievance, the employee or the Guild shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

Collaborative meetings are not a replacement for the collective bargaining process. When the parties reach understandings regarding the Agreement or choose to enter into new Agreements within the contract period, only the City Manager or designee is authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the Police Guild. It is further understood that an Agreement may require prior authorization by the Police Guild body before execution of the Agreement with the City.

ARTICLE 32 – PHYSICAL FITNESS PROGRAM

One of the goals of the City and Department is to encourage good physical fitness. With that goal in mind, the parties have agreed to continue a program through a Memorandum of Understanding (see Appendix B).

ARTICLE 33 - DURATION OF AGREEMENT

- A. This Agreement shall be effective on the date signed by the last party and remain in full force and effect until December 31, 2025, unless extended by mutual Agreement of the parties. All economic proposals shall be retroactive to December 20, 2021, which is the first day of the pay period in 2022.
- B. During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect or until it is cancelled by either party upon ten (10) days written notice to the other party.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this ____ day of _____, 2022.

CITY OF RICHLAND, WA

RICHLAND POLICE GUILD

Jon Amundson, ICMA-CM Date
City Manager

Doug Doss Date
President, Richland Police Guild

John W. Bruce Date
Chief of Police

Jory Parish Date
Vice-President, Richland Police Guild

Brigit Clary Date
Deputy Chief of Police

Eric Edwards Date
Secretary/Treasurer, Richland Police Guild

Lacey Paulsen Date
Human Resources Manager

Christian Jabri Date
Negotiation Team, Richland Police Guild

Bryan Field Date
Negotiation Team, Richland Police Guild

ATTEST TO:

Jennifer Rogers Date
City Clerk

John Raby Date
Executive Board Member
Richland Police Guild

APPROVED AS TO FORM:

Heather Kintzley Date
City Attorney

APPENDIX "A"

Classification & Wages

2022

		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
POLICE OFFICER		\$41.21	\$43.35	\$45.54	\$46.73
POLICE CORPORAL				\$48.98	\$50.00
POLICE SERGEANT				\$52.65	\$55.14

2023

Effective the first day of the 2023 payroll year, the 2022 wage schedule shall be increased by 5.0%:

		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		5.0%	5.0%	5.0%	5.0%
POLICE OFFICER		\$43.27	\$45.52	\$47.82	\$49.06
POLICE CORPORAL				\$51.43	\$52.50
POLICE SERGEANT				\$55.28	\$57.89

2024

Wages 2024 – Effective the first payroll of the 2024 payroll year, the base wage for 2023 shall be increased across-the-board by 100% CPI-W all US Cities (April-April) with a 2% minimum up to a 4% maximum.

2025

Wages 2025 – Effective the first payroll of the 2025 payroll year, the base wage for 2024 shall be increased across-the-board by 100% CPI-W all US Cities (April-April) with a 2% minimum up to a 4% maximum.

APPENDIX “B”

Memorandum of Understanding between the City of Richland and the Richland Police Guild

PHYSICAL FITNESS PROGRAM

This Memorandum of Understanding (MOU) is between the City of Richland Management (City) and the Richland Police Guild (Guild) who are parties to a collective bargaining agreement (Agreement).

The City is very encouraged by the Guild’s interest in promoting the physical fitness of their Membership. This focus area by the Guild matches the City’s desire to enhance the “wellness” of all employees as part of City-wide health initiatives. Thus, the City wants to partner with the Guild in this effort to improve and maintain the physical well-being of its Police Officers and this initiative fits that goal perfectly. Therefore:

Whereas, one of the goals of the City and Guild discussed during bargaining is to encourage good physical fitness; and

Whereas, the parties desire to continue a Physical Fitness Program that promotes the physical fitness and capability of Guild members; and

NOW, THEREFORE, the parties agree that the following procedures governing exercise on duty shall be as follows:

1. Exercise on duty shall be at a City owned exercise facility to help improve overall fitness and health of Guild Members.
2. Employees must coordinate and seek approval from their Division Commander or designee prior to scheduling workouts on duty to assure that exercise on duty does not have a negative impact on the work shift schedules.
3. A Division Commander or designee may allow an employee to workout at their discretion, subject to the Department’s operational, scheduling and record keeping requirements.
4. Employees assigned to patrol may be allowed up to a total of ~~six (6) hours~~ **one (1) hour workout time per work shift of work-out time** in their 80-hour work set as set forth in Art. 9, Sec. B. of the Agreement between the City and the Guild.

5. All employees in non-patrol assignments may be allowed up ~~to three (3) hours work out time~~ **one (1) hour work out time per work shift** during their forty (40) hour work week as set forth in the Agreement between the City and the Guild.
6. **Employees may combine work out time but** in no circumstance shall an employee work out more than one (1) and one-half (1/2) hour in any workday **including donning and doffing time.**
7. When considering a request to workout, supervisors and employees will consider Department staffing levels, workloads, location of the workout, ability of the employee to respond to calls in emergencies and an employee's work performance.
8. If a Division Commander or designee is faced with competing requests to workout they should consider the amount of time each employee has worked out during the work week and then the employee's seniority.
9. This MOU shall be effective immediately.

Agreed to this _____ day of _____, **2022.**

For the City:

Jon Amundson, ICMA-CM Date
City Manager

John W. Bruce Date
Chief of Police

Brigit Clary Date
Deputy Chief of Police

Lacey Paulsen Date
Human Resources Manager

For the Guild:

Doug Doss Date
Guild President

Eric Edwards Date
Guild Vice-President

AMENDMENT “A”



Substance-Free Workplace Policy (Non-DOT)
Policy No. 1995

POLICY

Standard

Authority

RMC 2.04.060 authorizes the City Manager to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the City, outlining the general procedure for the administration of City activities under the City Manager's jurisdiction.

Policy

This policy ensures the City of Richland's compliance with the U.S. Drug-Free Workplace Act of 1988.

Purpose

The purpose of this policy is to promote a safe, healthy, drug and alcohol-free work environment for all City of Richland employees. It reflects the City's commitment to safely and efficiently provide the highest quality services to Richland residents, in addition to decreasing absenteeism, increasing productivity, and preventing accidents and casualties for City employees.

Application

This policy applies to all City of Richland employees not currently occupying DOT safety-sensitive positions.

Practice

1. Definitions

"Alcohol Use" means the consumption of any beverage, mixture, or preparation (including any medicine) containing alcohol.

"BAC" stands for blood alcohol concentration, which is legally recognized measurement for quantifying how much alcohol is in the blood.

"Confirmation or Confirmatory Test" has two separate applications:

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- In drug testing, means a second analytical procedure performed on a urine specimen to identify and quantify the presence for cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. Note: Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine metabolites, opiate metabolites, amphetamines and phencyclidine.
- In alcohol testing means, a second test, following a screening test with a result of 0.02 BAC or greater, which provides quantitative data of alcohol concentration.

“Controlled substances (drugs)” means drugs and other substances that are considered controlled substances under the federal Controlled Substance Act and are divided into five schedules: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, phencyclidine (PCP). An updated and complete list of the schedules is published annually in 21 C.F.R. § 1308.11 through 1308.15.

“City” means the City of Richland and any other organization that is legally governed by the City with respect to personnel matters.

“City premises” means all City worksites, property, and vehicles. For purposes of this policy, “city worksites” include those associated with a work assignment, whether in state or out of state, during trainings or conferences, and while telecommuting during designated telecommuting hours.

“Designated Employer Representative (DER)” means an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from duty and to make required decisions in the testing and evaluation process. This person must be an employee of the City. Service agents cannot serve as DERs.

“Employee Assistance Program (EAP)” means a program provided directly by the City, or through a contracted service provider, to assist employees in dealing with drug or alcohol dependency and other personal problems. Rehabilitation and reentry to the workforce are usually arranged through EAP.

“Non-safety sensitive position” means a position that does not require performance of safety-sensitive functions as set forth in the Omnibus Transportation Employee Testing Act of 1991 and City Policy No. 1985 (i.e., positions that do not require a commercial driver’s license).

“Reasonable suspicion” means a City official (e.g. director, manager, supervisor or human resources professional) has provided objective, specific, contemporaneous and articulable

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)

Policy No. 1995

observations about the employee's appearance, speech, behavior, and odor to support a conclusion that an employee may be at work under the influence of alcohol and/or drugs.

"Safety-sensitive position" mean a position requiring performance of safety-sensitive functions as defined in City Policy No. 1985 (i.e., positions requiring a commercial driver's license).

"Substance Abuse Professional (SAP)" means a licensed professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and aftercare. The SAP determines if the employee demonstrates successful compliance with the recommended education and treatment.

"Under the influence or impaired" means that an employee is determined, after being sent for a test following reasonable suspicion, to have a confirmed alcohol violation result (.02 BAC or greater), or an employee has a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP).

2. Substance-Free Workplace Policy Statement

The City of Richland is committed to maintaining a drug-free workplace to promote the quality of its services and the safety of its employees, volunteers, and the public. The following activities are prohibited:

- a. Employees are prohibited from reporting to work or performing work while consuming, using, possessing, selling, purchasing, manufacturing, distributing, or transferring alcoholic beverages (except off-duty use at public events) or controlled substances or other performance-impairing substances while on duty or on City of Richland property.
- b. Employees are prohibited from consuming alcohol while on-call.
- c. Employees are required to submit to an alcohol and/or drug test when directed by the City of Richland under this policy, and are prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

3. Employee Obligations

- a. Employees, pursuant to the Drug Free Workplace Act, are required to notify their supervisor within five (5) calendar days of any conviction of a drug offense occurring in the workplace.
- b. Employees shall promptly report to their supervisor whenever taking prescribed medications that may impact perception, judgment or performance. This includes,

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

but is not limited to, prescriptions for opiate painkillers such as Vicodin, Oxycodone, and Percocet, and the prescription medication Marinol.

- c. All staff involved in drug and alcohol testing of city employees must maintain confidentiality of all employee-related drug and alcohol information. Any employee who violates confidentiality of employee-related drug and alcohol information, including testing, may be subject to disciplinary action, up to and including termination of employment.

4. Procedures

The City's drug and alcohol testing procedures incorporate the standards outlined in federal regulations and are designed to ensure employee confidentiality, the integrity of the testing process, and to safeguard the validity of test results.

- a. With the exception of certain public safety positions (police/fire/dispatch), the City does not conduct pre-employment drug and alcohol testing of applicants for non-safety sensitive positions. Public safety positions are covered by separate pre-employment drug and alcohol testing requirements.
- b. The City does not conduct random drug and alcohol tests of employees who occupy non-safety sensitive positions.
- c. For employees who have been disciplined for violating this policy, the City may conduct return-to-duty and follow-up alcohol and/or drug testing for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP).
- d. *Reasonable suspicion.* An employee who occupies a non-safety sensitive position may be required to submit to a reasonable suspicion alcohol or drug test (for those substances identified in 49 CFR Part 40.85, as amended), including post-accident reasonable suspicion testing.
 - 1. The City may direct any employee occupying a non-safety sensitive position to submit to drug and alcohol testing if there is reasonable suspicion that the employee is in violation of this policy.
 - 2. The City will determine whether reasonable suspicion exists based on objective, specific, contemporaneous and articulable observations made by a trained supervisor about the employee's appearance, speech, behavior, and odor. Objective and articulable observations that support a conclusion that reasonable suspicion exists include, but are not limited to:

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- i. observations of drug and alcohol possession and use;
 - ii. physical manifestations of probable drug and/or alcohol use such as slurred speech, incoherent conversation and interaction, watery and/or bloodshot eyes, unbalanced and/or staggering gait, inappropriately sleeping at work, and the smell of alcohol or other drugs.
- 3. All observations supporting the conclusion that reasonable suspicion exists will be documented in writing and submitted to the Designated Employer Representative (i.e., HR staff).
- 4. If an employee is directed to submit to a reasonable suspicion drug and/or alcohol test, the employee will be relieved of duty, and the City will arrange for the employee to be transported to the sample collection site and then to home.
- e. *Refusal to Test.* Any refusal to submit to a reasonable suspicion alcohol and/or drug test, and all positive alcohol and/or drug tests, will be reported immediately by the testing facility to the Designated Employer Representative (i.e., HR staff).
- f. The Designated Employer Representative will report the results of an employee's drug and/or alcohol test to the applicable Department Head.
- g. An employee who wishes to challenge a positive drug test must do so within twenty-four (24) hours of the notification of the positive test result. The employee must notify the City's Designated Employer Representative of the desire to challenge the test, and must pay for the retest. The retest must be processed at a DHHS certified laboratory. If the retest refutes the initial test results, the City will reimburse for the cost of the retest.
- h. Employees with a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) are considered to be in violation of this policy for prohibited drug use. *Note:* Although Washington State has legalized the sale, use and possession of recreational marijuana in certain amounts, possession or use of marijuana is still illegal under federal law, and is a violation of the City's drug-free workplace policy.
- i. *Post-Accident Alcohol and Drug Testing.* The fact that an employee is involved in an accident will not normally be, in and of itself, sufficient to require a reasonable suspicion drug and alcohol test. Instead, the City shall make an individualized assessment based on the nature of the accident, including its severity, together with all relevant, objective, and articulable observations about the employee before, during, and after the accident to determine if a post-accident drug and/or alcohol test is appropriate under the circumstances.

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- j. Alcohol. Employees found to have a confirmed BAC of .02 or greater are in violation of this policy for alcohol use.

5. Consequences

Violation of city policy, including this policy, may result in employee discipline, up to and including termination of employment. Circumstances that may warrant termination of employment include, but are not limited to the following:

- a. Use, possession, sale, purchase, manufacture, distribution, or transfer of controlled substances or alcoholic beverages while on duty, on-call, or on a rest or meal period (except legal, off-duty alcohol use, not otherwise in violation of this policy, at public events on City property).
- b. Reporting to work under the influence of alcohol (BAC of .02 or greater) or controlled substances (as determined by a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP)).
- c. Refusing to submit to an alcohol and/or drug test when directed. Refusal will be construed as a positive test.
- d. Refusing to sign the necessary consent forms to obtain and test breath and/or urine samples. Refusal will be construed as a positive test.
- e. Failing to comply with reasonable direction during the testing process. Failure to comply will be construed as a positive test.
- f. Tampering or attempting to tamper with an alcohol and/or drug test. Tampering or attempting to tamper with the test will be construed as a positive test.
- g. Failing to notify the supervisor, within five (5) calendar days of the conviction, that the employee was convicted of a drug offense occurring in the workplace.
- h. Failing to immediately appear to complete a follow-up drug and/or alcohol test after notification to appear for such tests.

Conditional Retention After First Confirmed Violation. At the City's discretion, current employees who have a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) or an alcohol violation (BAC of .02 or greater) may be allowed to remain employed if the employee:

- a. Submits to an evaluation by a City-approved Substance Abuse Professional approved;

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- b. Signs a Last Chance Agreement waiving grievance or appeal rights if the employee violates the terms of the Last Chance Agreement and is consequently terminated. The Last Chance Agreement would remain in effect for the duration of the employee's employment;
- c. Attends an appropriate education and/or treatment program, and signs a monitoring agreement so the City can ensure successful completion of the education/treatment program specified by the Substance Abuse Professional;
- d. Prior to returning to work, submits to a return-to-duty drug and/or alcohol test with verified negative result(s), and submits to follow-up tests as required by the Substance Abuse Professional;
- e. Successfully completes the treatment program specified by the Substance Abuse Professional; and
- f. The employee agrees to accept without grievance or appeal any disciplinary sanction (e.g., suspension) imposed as a result of the violation.

6. Drug and Alcohol Testing Records

The City may release drug and alcohol testing records and results only under the following circumstances:

- a. When an employee requests a copy of the testing records or results for their own use or purposes;
- b. When an employee signs a release authorizing the City to release information or copies of records regarding their own tests results to a third party, including a subsequent employer;
- c. When the testing records and results are admissible evidence in a lawsuit, grievance, or other legal proceeding; or
- d. When the testing records and results are responsive to a request made pursuant to Chapter 42.56 RCW, and the City Attorney's Office determines that such documents are not exempt from public disclosure. In such circumstances, the employee will be given notice of the public records request and an opportunity to seek a court injunction before the records are released.

Responsibilities

Employees are responsible for reviewing and understanding this policy and for adhering to the standards and requirements contained in this policy.

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

Supervisors, managers, and directors (referred to as supervisors) are responsible and accountable for notifying staff of the content of this policy; adhering to the requirements of transporting employees for drug/alcohol screening when required; and attending any training applicable to this policy or regulations.

Human Resources is responsible for managing the testing process, maintaining confidentiality of test results, and providing guidance and support to directors, managers and supervisors addressing disciplinary actions resulting from violations of this policy.

The **City Manager** is responsible for overall City compliance with this policy.

Guide

Consistent with the City's shared values of *teamwork, integrity* and *excellence*, this policy is intended to promote a safe, healthy, drug-free and alcohol-free work environment for all City of Richland employees, and encourage and support appropriate professional assistance to interested employees with drug and alcohol problems.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from December 1, 2021 to December 31, 2021 for \$36,473,110.25 including Travel Check Nos. 20059-20065, Accounts Payable Check Nos. 295912-296842, Accounts Payable Wire Nos. 8838-8879, Payroll Wires & ACH Nos. 12456-12504, Payroll Direct Deposit & Check Nos. 187121-188195 and Pension Check Nos. 6023-6051.

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from December 1, 2021 to December 31, 2021 in the amount of \$36,473,110.25

Summary:

Breakdown of Expenditures:

Travel Checks	20059-20065	\$7,871.91
Accounts Payable Checks	295912-296842	\$5,290,616.51
Accounts Payable Wires	8838-8879	\$25,519,022.52
Payroll Wires & ACH	12456-12504	\$3,092,301.79
Payroll Direct Deposit & Checks	187121-188195	\$2,538,601.49
Pension Checks	6023-6051	\$24,696.03
TOTAL		\$36,473,110.25

Fiscal Impact:

Total Disbursements: \$36,473,110.25

Attachments:

1. Expenditure Summary
2. Travel Checks
3. Accounts Payable Checks
4. Accounts Payable Wires
5. Payroll Wires & ACH
6. Payroll Direct Deposit & Checks
7. Pension Checks

Expenditure Summary - 12/1/2021 - 12/31/2021

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	REPORT	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Checks	(AP-TRVLCHKS-001)	20059	20065	7	\$7,871.91	\$0.00
Accounts Payable Checks	(AP-CHKHIST-DETAIL-001)	295912	296842	931	\$5,290,616.51	\$1,931.80
Accounts Payable Wires	(AP-WIRENOS-001)	8838	8879	40	\$25,519,022.52	\$0.00
Payroll Wires & ACH	(PR-WIRESACH-001)	12456	12504	46	\$3,092,301.79	\$0.00
Payroll Direct Deposit & Checks	(PR-CHKHIST-DETAIL-001)	187121	188195	1080	\$2,538,601.49	\$0.00
Pension Checks	(PR-CHKHIST-DETAIL-002)	6023	6051	29	\$24,696.03	\$0.00

\$36,473,110.25

AP Travel Checks - MUNIS 12/1/2021 - 12/31/2021

Travel Check Summary Information

CHECK DATE	START CHECK	END CHECK	CHECK KNT	CHECK TOTALS	VOID AMT
12/01/2021	20059	20064	6	\$7,241.67	\$0.00
12/08/2021	20065	20065	1	\$630.24	\$0.00
			7	\$7,871.91	\$0.00

Travel Check Detail Information

CHECK DATE	START CHECK	VOID	PAYEE	CHECK AMT	CHK COMMENT	VOID AMT	VOID COMMENT
12/01/2021	20059		ESTHER MARIA DUNCAN	\$930.00	21-176 CARDIAC ARREST SURVIVAL	\$0.00	
12/01/2021	20060		CAMERON FANCHER	\$1074.61	21-154 FUNDAMENTALS OF FIRE IN	\$0.00	
12/01/2021	20061		HEMPSTEAD, JAMES	\$1451.89	21-178 CITIZEN CPR FNDTION CAR	\$0.00	
12/01/2021	20062		JOSHUA SMITH	\$1451.89	21-179 CITIZEN CPR FNDTION CAR	\$0.00	
12/01/2021	20063		THOMPSON, ROBERT	\$881.39	21-175 ECA NATIONAL CLEANUP WR	\$0.00	
12/01/2021	20064		MICHAEL VAN BEEK	\$1451.89	21-177 CITIZEN CPR FNDTION CAR	\$0.00	
12/08/2021	20065		JOHN BRUCE	\$630.24	21-181 MSA EXECUTIVE COMMITTEE	\$0.00	
				\$7871.91		\$0.00	

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/01/2021	295912	P	10103	BADGLEY, KERI RANDALL	\$144.60	0	120121PP	MEDICARE PREMIUM/BADGLEY
12/01/2021	295913	P	10160	LAURIE VERN BATES JR	\$135.50	0	120121PP	MEDICARE PREMIUM/BATES
12/01/2021	295914	P	10855	BEDEN, LARRY	\$148.50	0	120121PP	MEDICARE PREMIUM/BEDEN
12/01/2021	295915	P	10169	DALE A BRUNSON	\$128.50	0	120121PP	MEDICARE PREMIUM/BRUNSON
12/01/2021	295916	P	10170	RANDY H CARPER	\$619.50	0	120121PP	MEDICARE PREMIUM/CARPER
12/01/2021	295917	P	10167	MIKE CASE	\$144.50	0	120121PP	MEDICARE PREMIUM/CASE
12/01/2021	295918	P	10029	MICHAEL CLEAVENGER	\$148.50	0	120121PP	MEDICARE PREMIUM/CLEAVENGER
12/01/2021	295919	P	10028	WILL J CLEAVENGER	\$148.50	0	120121PP	MEDICARE PREMIUM/CLEAVENGER
12/01/2021	295920	P	10038	LARRY COUCH	\$148.50	0	120121PP	MEDICARE PREMIUM/COUCH
12/01/2021	295921	P	10166	JAMES J DEMYER	\$148.50	0	120121PP	MEDICARE PREMIUM/DEMYER
12/01/2021	295922	P	10048	DOUGLAS D DRIVER	\$148.50	0	120121PP	MEDICARE PREMIUM/DRIVER
12/01/2021	295923	P	10165	JOHN M GANLEY	\$148.50	0	120121PP	MEDICARE PREMIUM/GANLEY
12/01/2021	295924	P	12445	GILL, JAMES GREG	\$148.50	0	120121PP	MEDICARE PREMIUM/GILL
12/01/2021	295925	P	31042	JAMES B GOULD	\$144.60	0	120121PP	MEDICARE PREMIUM/GOULD
12/01/2021	295926	P	10251	HIGGINS, FRED C	\$125.50	0	120121PP	MEDICARE PREMIUM/HIGGINS
12/01/2021	295927	P	10271	SCOTT K LARSON	\$148.50	0	120121PP	MEDICARE PREMIUM/LARSON
12/01/2021	295928	P	10156	DAVID L LEWIS	\$118.50	0	120121PP	MEDICARE PREMIUM/LEWIS
12/01/2021	295929	P	10164	ROBERT MOORE	\$148.50	0	120121PP	MEDICARE PREMIUM/MOORE
12/01/2021	295930	P	31512	JERALD S MORRELL	\$148.50	0	120121PP	MEDICARE PREMIUM/MORRELL
12/01/2021	295931	P	10117	DAVID W SPARKS	\$148.50	0	120121PP	MEDICARE PREMIUM/SPARKS
12/01/2021	295932	P	10119	WILLIAM TANNER	\$149.80	0	120121PP	MEDICARE PREMIUM/TANNER
12/01/2021	295933	P	10332	RANDAL L TAYLOR	\$148.50	0	120121PP	MEDICARE PREMIUM/TAYLOR
12/01/2021	295934	P	10163	GERALD D THOMAS	\$148.50	0	120121PP	MEDICARE PREMIUM/THOMAS
12/01/2021	295935	P	10800	ROY TURNER	\$148.50	0	120121PP	MEDICARE PREMIUM/TURNER
12/01/2021	295936	P	10151	GERALD ZIMMERMAN	\$148.50	0	120121PP	MEDICARE PREMIUM/ZIMMERMAN
12/01/2021	295937	P	10004	MARSHALL R BAKER	\$144.60	0	120121FP	MEDICARE PREMIUM/BAKER
12/01/2021	295938	P	10005	RON BEARDEMPHL	\$148.50	0	120121FP	MEDICARE PREMIUM/BEARDEMPHL
12/01/2021	295939	P	10180	CANFIELD, HARRY R	\$144.60	0	120121FP	MEDICARE PREMIUM/CANFIELD
12/01/2021	295940	P	10023	HENRY CARRICK	\$134.00	0	120121FP	MEDICARE PREMIUM/CARRICK
12/01/2021	295941	P	10040	DANNY DOWNS	\$148.50	0	120121FP	MEDICARE PREMIUM/DOWNS

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/01/2021	295942	P	10704	HAROLD JONES	\$144.60	0	120121FP	MEDICARE PREMIUM/JONES
12/01/2021	295943	P	10185	ROGER P LAHTI	\$117.50	0	120121FP	MEDICARE PREMIUM/LAHTI
12/01/2021	295944	P	10085	JAMES P MULROY	\$148.50	0	120121FP	MEDICARE PREMIUM/MULROY
12/01/2021	295945	P	10086	DAVID MURRAY	\$116.50	0	120121FP	MEDICARE PREMIUM/MURRAY
12/01/2021	295946	P	10087	MYERS, EDWARD A	\$148.50	0	120121FP	MEDICARE PREMIUM/MYERS
12/01/2021	295947	P	10820	OWEN, MICHAEL	\$123.50	0	120121FP	MEDICARE PREMIUM/OWEN
12/01/2021	295948	P	10533	POLLARD, JAMES	\$135.50	0	120121FP	MEDICARE PREMIUM/POLLARD
12/01/2021	295949	P	10109	RODGERS, GARY H	\$148.50	0	120121FP	MEDICARE PREMIUM/RODGERS
12/01/2021	295950	P	10111	LARRY RONEY	\$132.50	0	120121FP	MEDICARE PREMIUM/RONEY
12/01/2021	295951	P	10116	DONALD SIEMENS	\$148.50	0	120121FP	MEDICARE PREMIUM/SIEMENS
12/01/2021	295952	P	12440	MARK STRATTON	\$135.50	0	120121FP	MEDICARE PREMIUM/STRATTON
12/01/2021	295953	P	10142	WEST, ROYAL	\$116.00	0	120121FP	MEDICARE PREMIUM/WEST
12/01/2021	295954	P	10148	CRAIG E WILLIAMSON	\$116.50	0	120121FP	MEDICARE PREMIUM/WILLIAMSON
12/01/2021	295955	P	10412	A-CORE OF BOISE INC	\$488.70	0	1201211	45- FT PEDESTRIAN ACCESS CURB
12/01/2021	295956	P	31231	ABM INDUSTRIES INC	\$4,405.97	0	1201211	RCC - EXTERIOR WINDOW CLEANING
12/01/2021	295957	P	10551	ACCENT SIGNS INC	\$388.25	0	1201211	Donation Bench Plaques - Etche
12/01/2021	295958	P	10838	GRIGG ENTERPRISES INC	\$716.27	0	1201211	SPRAY PAING
12/01/2021	295959	P	31632	ADCOMM ENGINEERING LLC	\$19,160.52	0	1201211	RED MOUNTAIN SITE ENGINEERING
12/01/2021	295960	P	10644	ANIXTER INC	\$1,037.95	0	1201211	POLE BRACKETS, GUY ITEMS
12/01/2021	295961	P	11490	ARCHITECTS WEST INC	\$2,720.00	0	1201211	PROF SVS.-UPTOWN PARKING LOT-O
12/01/2021	295962	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$32,566.97	0	1201211	CRAFCO RPAD SAVER 546 PM QTY 4
12/01/2021	295963	P	999000	AUREF	\$172.86	0	1201211	1850 STEVENS DR 215
12/01/2021	295964	P	11079	AUTOZONE STORES LLC	\$317.80	0	1201211	RADIATOR VEH#2343 WO#64012
12/01/2021	295965	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$27.02	0	1201211	10-2021 COLLINS RD RADIO TOWER
12/01/2021	295966	P	11272	BOYD'S TREE SERVICE LLC	\$6,544.17	0	1201211	TREE PRUNING & VEGETATION MANA
12/01/2021	295967	P	12390	BRANOM OPERATING COMPANY, LLC	\$509.30	0	1201211	PRESSURE TRANSMITTER WTP
12/01/2021	295968	P	31672	RICHARD LEE BURLESON	\$1,364.82	0	1201211	REPAIR PROCUT MACHINE
12/01/2021	295969	P	12229	CANON FINANCIAL SERVICES, INC	\$236.79	0	1201211	OCT COPIER CHARGES PURCHASING/
12/01/2021	295970	P	11685	CARDINAL HEALTH 130, LLC	\$119.17	0	1201211	CR. SODIU,M CHLORIDE RETURN
12/01/2021	295971	P	10026	CASCADE NATURAL GAS CORP	\$13,316.67	0	1201211	CITY HALL - GAS BILL - NOVEMBE

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/01/2021	295972	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	1201211	110 SAINT WTP
12/01/2021	295973	P	10597	CHARTER COMMUNICATIONS	\$222.97	0	1201211	INTERNET ULTRA STATIC IP 1
12/01/2021	295974	P	11075	CHINOOK HEATING & AIR INC	\$1,000.00	0	1201211	HP REBATE - 244 BROOKWOOD
12/01/2021	295975	P	30116	CHRISTENSEN, INC.	\$3,972.84	0	1201211	15W40,HYD,DEF FLUIDS
12/01/2021	295976	P	10261	CITY OF RICHLAND	\$288.84	0	1201211	21-158 M. Ingham WATO A Confere
12/01/2021	295977	P	10261	CITY OF RICHLAND	\$700.00	0	1201211	HP REBATE - 4075 TAMI
12/01/2021	295978	P	11516	COLEMAN OIL COMPANY	\$45,654.07	0	1201211	WEEKLY CARD LOCK FUEL 11/15-11
12/01/2021	295979	P	30933	COLUMBIA RIVER PLUMBING	\$706.70	0	1201211	REFUND-HYDRANT METER #316
12/01/2021	295980	P	10470	COMMERCIAL TIRE INC	\$8,669.52	0	1201211	CHAINS VEH#2529 WO#64006
12/01/2021	295981	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,576.41	0	1201211	2-LAMPS FOR WTP FACILITY
12/01/2021	295982	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$16.94	0	1201211	ED23-1/2 MOG HPS LAMP
12/01/2021	295983	P	11526	CORWIN OF PASCO LLC	\$761.00	0	1201211	ACM CABLES VEH#2533 WO#63701
12/01/2021	295984	P	10453	DELTA HEATING & COOLING INC	\$17,484.60	0	1201211	HP LOAN - 2189 CASCADE
12/01/2021	295985	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$48,696.27	0	1201211	3rd Qtr 2021 L&I
12/01/2021	295986	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$50.00	0	1201211	EXPLOSIVES LICENSE RABY EXUS00
12/01/2021	295987	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$242.58	0	1201211	COMPRESSION RING VEH#3338 WO#6
12/01/2021	295988	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$423.74	0	1201211	PACKING NUTS VEH#3338 WO#64020
12/01/2021	295989	P	10508	FASTENAL COMPANY	\$141.64	0	1201211	25- ZINC FENDER SM
12/01/2021	295990	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$3,948.75	0	1201211	WATER & SEWER RATE REVENUE & F
12/01/2021	295991	P	10050	GENERAL PACIFIC INC	\$1,550.16	0	1201211	CONNECTOR E4
12/01/2021	295992	P	10692	HARRINGTON INDUSTRIAL PLASTIC	\$1,135.89	0	1201211	ACTUATOR EL EA25 24 V MAN OVER
12/01/2021	295993	P	11813	HERC RENTALS INC	\$396.91	0	1201211	11.9 GALLON OF LIQUID PROPANE
12/01/2021	295994	P	12200	HUGHES FIRE EQUIPMENT, INC	\$290.94	0	1201211	SEAL KITS VEH#5042 WO#63698
12/01/2021	295995	P	31209	WALTEK II, INCORPORATED	\$7,037.00	0	1201211	WHITE BLUFFS PH 7 TESTING
12/01/2021	295996	P	10739	J & B CONSTRUCTION AND LANDSCAPING CO	\$21,984.25	0	1201211	CLUBHOUSE LANE ROUNDABOUT LAND
12/01/2021	295997	P	31232	JAMES E SAUERS	\$24,890.03	0	1201211	CONVEYOR BELT ASSY, SEAL STRIP
12/01/2021	295998	P	10063	JACOBS & RHODES INC	\$12,828.65	0	1201211	HP LOAN - 4075 TAMI
12/01/2021	295999	P	10291	JOB'S NURSERY	\$336.96	0	1201211	TREES FOR PLANTING; MAPLE & PA
12/01/2021	296000	P	31587	HOUSING AUTHORITY CITY OF KENNEWICK	\$54,537.87	0	1201211	MICRO HOME DEVELOPMENT PROJECT
12/01/2021	296001	P	11667	KENWORTH SALES COMPANY	\$108.18	0	1201211	SET IDLE HOURS REPAIR VEH#7171

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/01/2021	296002	P	11189	LIBRARY IDEAS LLC	\$682.23	0	1201211	LIBRARY IDEAS CHILDREN'S
12/01/2021	296003	P	10262	LIFE ASSIST INC	\$1,420.89	0	1201211	THOMAS ET TUBE HOLDER, GLUCOSE
12/01/2021	296004	P	10384	M CAMPBELL & COMPANY INC	\$2,000.00	0	1201211	HP REBATE - 490 HERITAGE
12/01/2021	296005	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$47.62	0	1201211	GASKETS VEH#2343 WO#64012
12/01/2021	296006	P	31503	MERCY CORPS	\$113,706.08	0	1201211	MICRO BUSINESS GRANTS
12/01/2021	296007	P	11358	JO ANN MILLER	\$259.00	0	1201211	NOVEMBE CLASSES 8603, 8601 & D
12/01/2021	296008	VOID	10083	MONARCH MACHINE & TOOL CO INC	\$0.00	1411.8	1201211	VOID AFTER UPDATE 12/13/2021
12/01/2021	296009	P	10358	MOON SECURITY SERVICES INC	\$104.20	0	1201211	CELLULAR BASIC COMMERICAL AND
12/01/2021	296010	P	11124	MYERS POWER PRODUCTS INC	\$650,889.07	0	1201211	PURCHASE CONTRACT 322-20; META
12/01/2021	296011	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$344.76	0	1201211	BRAKE ROTORS VEH#2343 WO#64012
12/01/2021	296012	P	11153	JT AUTOMOTIVE PARTS, INC	\$31.15	0	1201211	SAE 30 OIL - LANDFILL
12/01/2021	296013	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$28.43	0	1201211	CREDIT SW PANEL VEH#3350
12/01/2021	296014	P	10981	OIL RE-REFINING CO	\$463.70	0	1201211	USED OIL RECYCLE/HAUL-11/23/21
12/01/2021	296015	P	31673	ALBERT J ABREU	\$4,335.00	0	1201211	DIELECTRIC INSPECTIONS FOR CIT
12/01/2021	296016	P	10027	THE PAPE' GROUP	\$598.99	0	1201211	AC SUBLET REPAIR VEH#7157 WO#6
12/01/2021	296017	P	31206	CI - PW LLC	\$123.45	0	1201211	BOTTLED WATER OCTOBER
12/01/2021	296018	P	10232	PERFECTION GLASS INC	\$1,075.50	0	1201211	WINDOW REBATE - 2400 BOISE
12/01/2021	296019	P	30055	POWER CITY ELECTRIC INC	\$23,102.80	0	1201211	STEVENS BANK 2 RELAY & BANK 3
12/01/2021	296020	P	10879	PREMIER LANDSCAPING & DESIGN	\$1,863.54	0	1201211	GP Pool Maintenance Contract #
12/01/2021	296021	P	10047	R.D. OFFUTT COMPANY	\$176.96	0	1201211	FILTERS VEH#6631 WO#63974
12/01/2021	296022	P	999001	REC REFUND	\$45.00	0	1201211	Refund-Basketball
12/01/2021	296023	P	999001	REC REFUND	\$432.25	0	1201211	Refund-Damage deposit
12/01/2021	296024	P	999001	REC REFUND	\$119.50	0	1201211	Refund-Damage deposit
12/01/2021	296025	P	999001	REC REFUND	\$111.00	0	1201211	Refund-Dance Class
12/01/2021	296026	P	999001	REC REFUND	\$205.50	0	1201211	Refund-Damage deposit
12/01/2021	296027	P	999001	REC REFUND	\$150.00	0	1201211	Refund-Damage deposit
12/01/2021	296028	P	11055	JAMES E THOEN	\$3,478.69	0	1201211	FD TECHNICAL RESCUE TEAM EQUIP
12/01/2021	296029	P	10857	ROGER G WRIGHT	\$6,355.00	0	1201211	2020 ENGINEERING SERVICES - 14
12/01/2021	296030	P	12318	RINGOLD EMBROIDERY	\$144.68	0	1201211	REFLECTIVE PLACKETTS EVIDENCE
12/01/2021	296031	P	30023	TAIFEI SCOTT	\$238.00	0	1201211	CLASSES 8618, DROP INS

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/01/2021	296032	P	11022	MARY LOU GNOZA	\$32.58	0	1201211	SHIRT TAILORED AND PATCHES SEW
12/01/2021	296033	P	11629	TRUCKPRO HOLDING CORPORATION	\$343.28	0	1201211	JACKS VEH#7150 WO#64033
12/01/2021	296034	P	10393	STONEWAY ELECTRIC SUPPLY	\$1,147.34	0	1201211	PED PARTS-SWIFT
12/01/2021	296035	P	10530	SUMMIT LAW GROUP PLLC	\$429.00	0	1201211	CITY OF RICHLAND LABOR & EMPLO
12/01/2021	296036	P	10961	TACOMA SCREW PRODUCTS INC	\$307.69	0	1201211	PENETRATING OIL
12/01/2021	296037	P	10961	TACOMA SCREW PRODUCTS INC	\$198.88	0	1201211	FITTINGS VEH#3338 WO#64020
12/01/2021	296038	P	30808	TANKMAX INC.	\$348.93	0	1201211	DRIVELINE REPAIR VEH#3338 WO#6
12/01/2021	296039	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$636.64	0	1201211	FLAT REPAIR VEH#2431 WO#63983
12/01/2021	296040	P	11148	TOTAL FILTRATION SERVICES INC	\$260.19	0	1201211	WAREHOUSE STOCK
12/01/2021	296041	P	10642	SIRJMR INC	\$276.31	0	1201211	COFEE AND WATER COOLER RENTAL
12/01/2021	296042	P	31597	TRICITIES TABLE TENNIS ASSOCIATION	\$212.80	0	1201211	OCTOBER 2021
12/01/2021	296043	P	12160	TYLER TECHNOLOGIES, INC	\$7,000.00	0	1201211	IC charges Sept 13-16
12/01/2021	296044	P	10106	US LINEN & UNIFORM	\$405.54	0	1201211	SHOP UNIFORMS WEEK 11/3/21
12/01/2021	296045	P	10132	HD SUPPLY FACILITIES MAINTENANCE LTD	\$393.66	0	1201211	KOFLO INJECTION QUILL 3/4" 4"
12/01/2021	296046	P	10136	WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS	\$700.00	0	1201211	WASPC FALL CONFERENCE REGISTRA
12/01/2021	296047	P	30843	WATER MANAGEMENT LABORATORIES, INC.	\$1,750.00	0	1201211	WATER SAMPLING ANALYSIS
12/01/2021	296048	P	12370	WEST RICHLAND CHAMBER OF COMMERCE	\$18,800.00	0	1201211	2021 COOL DESERT NIGHTS HOTEL
12/01/2021	296049	P	31468	WASHINGTON HIGHWAY USERS FEDERATION	\$500.00	0	1201211	2022 DUES-ROGALSKY
12/01/2021	296050	P	10414	WILDLANDS INC	\$2,792.74	0	1201211	QUEENSGATE/CPT WETLAND MAINTEN
12/01/2021	296051	P	10194	XEROX CORPORATION	\$227.59	0	1201211	8TB-339295 / OCTOBER 2021
12/03/2021	296052	P	10838	GRIGG ENTERPRISES INC	\$32.42	0	1203211	LTHM BATTERY 2032 3 V - 6PK SM
12/03/2021	296053	P	10347	AIREFCO INC	\$7,593.39	0	1203211	BLDG 100 HVAC UNITS
12/03/2021	296054	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$353.98	0	1203211	30.18 TON ROCK - 5/8 TOP COUR
12/03/2021	296055	P	999000	AUREF	\$114.87	0	1203211	2333 COPPERCREEK ST
12/03/2021	296056	P	999000	AUREF	\$487.93	0	1203211	250 MEADOWRIDGE LOOP
12/03/2021	296057	P	999000	AUREF	\$13.94	0	1203211	1529 COLUMBIA PARK TRL Apt 234
12/03/2021	296058	P	999000	AUREF	\$161.59	0	1203211	246 SCOUER CT
12/03/2021	296059	P	999000	AUREF	\$102.14	0	1203211	250 GAGE BLVD 3024
12/03/2021	296060	P	999000	AUREF	\$10.00	0	1203211	1621 GEORGE WASHINGTON WAY C6
12/03/2021	296061	P	999000	AUREF	\$33.63	0	1203211	2665 KINGSGATE WAY Apt C329

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/03/2021	296062	P	999000	AUREF	\$116.77	0	1203211	2100 BELLERIVE DR H116
12/03/2021	296063	P	999000	AUREF	\$53.11	0	1203211	60 TRAVIS LN
12/03/2021	296064	P	999000	AUREF	\$47.72	0	1203211	777 MCMURRAY ST 11
12/03/2021	296065	P	999000	AUREF	\$94.87	0	1203211	1909 LUTHER PL
12/03/2021	296066	P	999000	AUREF	\$40.88	0	1203211	1052 KLAMATH CT
12/03/2021	296067	P	999000	AUREF	\$104.90	0	1203211	2513 DUPORTAIL ST Apt 333
12/03/2021	296068	P	999000	AUREF	\$91.56	0	1203211	2555 DUPORTAIL ST E234
12/03/2021	296069	P	999000	AUREF	\$112.42	0	1203211	1674 SICILY LN
12/03/2021	296070	P	999000	AUREF	\$111.94	0	1203211	1621 GEORGE WASHINGTON WAY C22
12/03/2021	296071	P	999000	AUREF	\$131.39	0	1203211	1924 MINT LOOP
12/03/2021	296072	P	999000	AUREF	\$54.10	0	1203211	2518 JASON LOOP
12/03/2021	296073	P	999000	AUREF	\$82.88	0	1203211	2404 CAMDEN ST
12/03/2021	296074	P	999000	AUREF	\$66.73	0	1203211	2620 APPALOOSA WAY
12/03/2021	296075	P	999000	AUREF	\$136.91	0	1203211	1775 COLUMBIA PARK TRL 142
12/03/2021	296076	P	999000	AUREF	\$79.10	0	1203211	2895 PAULING AVE Apt 121
12/03/2021	296077	P	999000	AUREF	\$0.93	0	1203211	50 JADWIN AVE Apt 10
12/03/2021	296078	P	999000	AUREF	\$16.31	0	1203211	3025 BOBWHITE WAY
12/03/2021	296079	P	999000	AUREF	\$79.42	0	1203211	REFUND - 2021 DAVISON AVE CONS
12/03/2021	296080	P	999000	AUREF	\$189.22	0	1203211	613 CHERRYWOOD LOOP
12/03/2021	296081	P	999000	AUREF	\$233.23	0	1203211	2981 RIVERBEND DR
12/03/2021	296082	P	999000	AUREF	\$38.11	0	1203211	160 VAN GIESEN ST 309
12/03/2021	296083	P	999000	AUREF	\$141.58	0	1203211	3003 QUEENSGATE DR Apt 270
12/03/2021	296084	P	999000	AUREF	\$143.86	0	1203211	250 GAGE BLVD 2101
12/03/2021	296085	P	999000	AUREF	\$181.79	0	1203211	2555 DUPORTAIL ST A302
12/03/2021	296086	P	999000	AUREF	\$402.02	0	1203211	257 WISHKAH DR
12/03/2021	296087	P	999000	AUREF	\$220.15	0	1203211	1012 WILLARD AVE
12/03/2021	296088	P	999000	AUREF	\$184.43	0	1203211	1962 FOREST AVE
12/03/2021	296089	P	999000	AUREF	\$19.41	0	1203211	1900 STEVENS DR 722
12/03/2021	296090	P	999000	AUREF	\$4,202.00	0	1203211	1225 GUYER AVE
12/03/2021	296091	P	999000	AUREF	\$118.99	0	1203211	1529 COLUMBIA PARK TRL Apt 112

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/03/2021	296092	P	999000	AUREF	\$179.82	0	1203211	435 NICKLAUS CT
12/03/2021	296093	P	10275	BADGER METER INC.	\$10,345.23	0	1203211	BADGER METERS & REGISTERS
12/03/2021	296094	P	11076	BELL BROWN & RIO PLLC	\$24,535.12	0	1203211	PROSECUTION SERVICES-DECEMBER
12/03/2021	296095	P	10009	COUNTY OF BENTON	\$24,295.26	0	1203211	BENTON COUNTY OFFICE OF PUBLIC
12/03/2021	296096	P	10008	BENTON PUD	\$349.85	0	1203211	BADGER SUB EL SVC 10/22/21-11/
12/03/2021	296097	P	11365	BIG WEST EQUIPMENT	\$366.01	0	1203211	FILTERS VEH#7149 WO#63336
12/03/2021	296098	P	11289	BMC SOFTWARE INC	\$1,075.43	0	1203211	TRACK-IT RENEWAL 09/19/21 - 09
12/03/2021	296099	P	12229	CANON FINANCIAL SERVICES, INC	\$352.37	0	1203211	CANON-IRC5550I-XLG04987-NOVEMB
12/03/2021	296100	P	10240	CENTRAL HOSE & FITTINGS INC	\$79.49	0	1203211	HOSE REPAIR - QTY 2 SM
12/03/2021	296101	P	10261	CITY OF RICHLAND	\$3,986.08	0	1203211	21-157 PAULSEN: NPFLRA ANNUAL
12/03/2021	296102	P	10429	CODE PUBLISHING INC	\$192.62	0	1203211	MC WEB UPDATE
12/03/2021	296103	P	10470	COMMERCIAL TIRE INC	\$1,739.37	0	1203211	STEER TIRES VEH#3340 WO#64063
12/03/2021	296104	P	31289	COMMUNICATIONS INTERNATIONAL INC.	\$3,814.23	0	1203211	COR RADIO SHOPS RADIO
12/03/2021	296105	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$681.18	0	1203211	LED - SHOPS 100 - LED LIGHTS
12/03/2021	296106	P	12151	CORE & MAIN LP	\$6,216.22	0	1203211	FORD NO-LEAD FITTINGS
12/03/2021	296107	P	11445	DAY MANAGEMENT CORPORATION	\$1,650.30	0	1203211	COMM SITE - POWER SOURCE MODIF
12/03/2021	296108	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$2,685.44	0	1203211	CYLINDER,PACKER NUT VEH#3338 W
12/03/2021	296109	P	10508	FASTENAL COMPANY	\$110.39	0	1203211	1STAID,BLOODBORNE VEH#2497 WO#
12/03/2021	296110	P	12450	FIRST AMERICAN TITLE INSURANCE COMPANY	\$18,222.54	0	1203211	CENTER PARKWAY NORTH - ROW CNS
12/03/2021	296111	P	11585	GALLS, LLC	\$902.30	0	1203211	Captain Uniforms - Judge
12/03/2021	296112	P	11010	GARDA CL NORTHWEST INC	\$733.69	0	1203211	ARMORED CAR SERVICES NOVEMBER
12/03/2021	296113	P	10050	GENERAL PACIFIC INC	\$1,125.10	0	1203211	11141 CONNECTOR, GROUND XFMR,
12/03/2021	296114	P	30973	BEAU GOEHRING	\$1,046.70	0	1203211	906 Cedar Ave/Rebate/Solar-ICR
12/03/2021	296115	P	10203	W.W. GRAINGER, INC	\$73.50	0	1203211	RED MARKING PAINT
12/03/2021	296116	P	11109	H2 PRE-CAST INC	\$2,932.20	0	1203211	POWER OPS VAULTS
12/03/2021	296117	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$5,252.40	0	1203211	COVID - PROUT POOL DOOR
12/03/2021	296118	P	31348	INDUSTRIAL CONSTRUCTION OF WASHINGTON	\$40,386.31	0	1203211	2021 CDBG ADA RAMPS - 294-21 -
12/03/2021	296119	P	10570	INSIGHT DISTRIBUTING INC	\$19,662.42	0	1203211	PLASTIC LINERS
12/03/2021	296120	P	10496	ITRON INC	\$10,670.63	0	1203211	C69-20 AMI INSTALLATION & DEPL
12/03/2021	296121	P	31585	JACKSON GROUP PETERBILT, INC.	\$68.05	0	1203211	TEMP SENDER VEH#3315 WO#63719

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/03/2021	296122	P	30568	DAMON JANSEN	\$338.50	0	1203211	21-048 JANSEN FORCE SCIENCE CE
12/03/2021	296123	P	31259	JASON LAWRENCE	\$20.00	0	1203211	FUEL FOR PATROL VEHICLE
12/03/2021	296124	P	30908	MEDICAL BILLING AND CONSULTING LLC	\$1,100.00	0	1203211	NOV 2021 FIREFIGHTERS SEC MONT
12/03/2021	296125	P	10358	MOON SECURITY SERVICES INC	\$685.36	0	1203211	STATION 73 - FIRE MONITORING -
12/03/2021	296126	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$30.92	0	1203211	LUKE - BLUE DEF, 50/50 EXT LIF
12/03/2021	296127	P	31653	CAROLE A SCHUH	\$500.00	0	1203211	RCC Recreation Staff Leadershi
12/03/2021	296128	P	30272	CLEAN CONCEPTS GROUP, INC	\$272.54	0	1203211	RENTAL, HOTSY MODEL 1075SSE, H
12/03/2021	296129	P	10357	OXARC INC	\$664.60	0	1203211	LEAK DETCTR SPRY, EARPLUGS, BA
12/03/2021	296130	P	31206	CI - PW LLC	\$57.22	0	1203211	NOV. 21 WATER -LANDFILL
12/03/2021	296131	P	30429	JORY PARISH	\$74.00	0	1203211	21-167 PARISH METAL TARGETS PI
12/03/2021	296132	P	11246	PRECISE MRM LLC	\$1,491.48	0	1203211	IX-84-GV ELD DEVICE WITH VERIZ
12/03/2021	296133	P	31100	R&B ENTERPRISE, LLC	\$3,779.82	0	1203211	TRENCH PATCHING, CONTRACT #221
12/03/2021	296134	P	31556	TINA RITCHIE	\$35.28	0	1203211	NOV. 21 MILEAGE
12/03/2021	296135	P	10647	RIVER CITY TOWING INC	\$746.07	0	1203211	TOW CHARGE
12/03/2021	296136	P	30027	SEATTLE SEWING SOLUTIONS INC	\$22.81	0	1203211	DKN ULTRES NTG EDGESTITCH SLVR
12/03/2021	296137	P	10536	SPRAGUE PEST SOLUTIONS	\$114.46	0	1203211	PEST CONTROL RANGE
12/03/2021	296138	P	10438	STANDARD & POOR'S FINANCIAL SERVICES LLC	\$17,250.00	0	1203211	2021 EL BOND ISSUANCE - ANALYT
12/03/2021	296139	P	10393	STONEWAY ELECTRIC SUPPLY	\$2,270.61	0	1203211	LED - LIBRARY - 10 DIMMING BAL
12/03/2021	296140	P	30047	HOME DEPOT USA	\$597.39	0	1203211	JANITORIAL CHEMICALS
12/03/2021	296141	P	11406	SOLUTIONS INC	\$190.06	0	1203211	RECORDS SEARCH NOVEMBER 2021
12/03/2021	296142	P	30137	WSP USA INC	\$5,559.91	0	1203211	DUPORTAIL BRIDGE PHASE 1 CONST
12/03/2021	296143	P	10194	XEROX CORPORATION	\$22.81	0	1203211	COPIER USAGE SER #5BT700601 7/
12/08/2021	296144	P	10838	GRIGG ENTERPRISES INC	\$319.96	0	1208211	ADHESIVES AND FUSES - WWTF SHO
12/08/2021	296145	P	11634	APGN INC	\$675.00	0	1208211	REMOTE VFD TROUBLESHOOTING FOR
12/08/2021	296146	P	11490	ARCHITECTS WEST INC	\$3,200.00	0	1208211	Public Safety Space Plan (Cont
12/08/2021	296147	P	31678	AT&T CORP	\$72.31	0	1208211	FAX LINES 10/22-11/21/21
12/08/2021	296148	P	12287	CHRISTOPHER C ELLIOTT	\$1,954.80	0	1208211	RADIO MODULES,PROGRAMING VEH#2
12/08/2021	296149	P	10518	BEAVER BARK & ROCK	\$482.75	0	1208211	CONCRETE - 5 BAG MIX .5YRD ADD
12/08/2021	296150	P	10009	COUNTY OF BENTON	\$22,118.35	0	1208211	BENTON COUNTY DISTRICT COURT &
12/08/2021	296151	P	10009	COUNTY OF BENTON	\$431.34	0	1208211	CRIME VICTIMS BCDC NOVEMBER 21

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/08/2021	296152	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$100.00	0	1208211	RCC HEALTH PERMIT FOR 2022
12/08/2021	296153	P	10008	BENTON PUD	\$732.20	0	1208211	BADGER/SILLUSI UTILITIES 10/26
12/08/2021	296154	P	10008	BENTON PUD	\$1,329.92	0	1208211	2021 JULY-SEPT RATTLESNAKE MTN
12/08/2021	296155	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$1,991.96	0	1208211	COLLINS RD RADIO TOWER 11-2021
12/08/2021	296156	P	10467	BRASHEAR ELECTRIC INC	\$1,405.85	0	1208211	LIGHT REPAIRS
12/08/2021	296157	P	10021	NC VENTURES LLC	\$136.67	0	1208211	3/4 CHIP - BULK MATERIALS
12/08/2021	296158	P	12229	CANON FINANCIAL SERVICES, INC	\$386.93	0	1208211	CANON-IRC55501-XLG04984 - OCTO
12/08/2021	296159	P	11685	CARDINAL HEALTH 130, LLC	\$504.58	0	1208211	ETOMIDATE, SOLU-MEDROL, ADENOS
12/08/2021	296160	P	10026	CASCADE NATURAL GAS CORP	\$44.23	0	1208211	NATURAL GAS FOR GENERATOR COLU
12/08/2021	296161	P	10841	CASELLE INC	\$507.99	0	1208211	CASELLE CONTRACT SUPPORT AND M
12/08/2021	296162	P	10261	CITY OF RICHLAND	\$500.00	0	1208211	HP REBATE - 715 SYMONS
12/08/2021	296163	P	10877	CLAYTON WARD COMPANY	\$26,150.67	0	1208211	OFFICE PAPER RECYCLING - NOVEM
12/08/2021	296164	P	11516	COLEMAN OIL COMPANY	\$15,595.66	0	1208211	WEEKLY CARD LOCK FUEL 12/1-12/
12/08/2021	296165	P	11907	SYCURE CORP	\$300.00	0	1208211	100MBPS FULL DUPLEX INTERNET S
12/08/2021	296166	P	10542	FIANDER & ASSOCIATES LLC	\$135.75	0	1208211	FITNESS ROOM SERVICE
12/08/2021	296167	P	10135	CI SUPPORT LLC	\$41.90	0	1208211	RECURRING SHRED SERVICE
12/08/2021	296168	P	10223	COLUMBIA RIGGING CORP	\$247.39	0	1208211	ALLOY RATCHET-STYLE LOAD BINDE
12/08/2021	296169	P	10470	COMMERCIAL TIRE INC	\$7,056.76	0	1208211	TIRE VEH#6595 WO#64081
12/08/2021	296170	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$734.17	0	1208211	LED - STATION 74 - LED DRIVER
12/08/2021	296171	P	11842	CONTINENTAL DOOR CO, LLC	\$1,097.95	0	1208211	City-wide Repairs-Fire St 74 C
12/08/2021	296172	P	11444	CORPORATE TRANSLATION SERVICES	\$728.52	0	1208211	TRANSLATION SERVICES 11/01-11/
12/08/2021	296173	P	11526	CORWIN OF PASCO LLC	\$32.27	0	1208211	BOLT,SWITCH VEH#2444 WO#64079
12/08/2021	296174	P	11486	COYOTE RIDGE CORRECTIONS CENTER	\$438.07	0	1208211	CLEAN UP CREW - NOV
12/08/2021	296175	P	11881	TARGETSOLUTIONS LEARNING, LLC	\$8,324.68	0	1208211	TARGET SOLUTIONS 2022 MEMBERSH
12/08/2021	296176	P	30916	DAVENPORT GROUP, INC	\$1,248.90	0	1208211	LOCUTION - DELL OPTIPLEX 5090
12/08/2021	296177	P	10452	DAYCO INCORPORATED	\$11,027.24	0	1208211	HP REBATE - 715 SYMONS
12/08/2021	296178	P	10146	ENERGY NORTHWEST	\$994.00	0	1208211	WATER SAMPLING ANALYSIS WTP
12/08/2021	296179	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$174.36	0	1208211	COMPRESSION RING VEH#3338 WO#6
12/08/2021	296180	P	31517	EZ FLEX LLC	\$1,997.59	0	1208211	Wrestling Mats
12/08/2021	296181	P	30874	BRENT THOMAS	\$108.60	0	1208211	HORN RAPIDS - STORAGE UNIT - D

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/08/2021	296182	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$298.21	0	1208211	FAX LINES 11/19-12/18/21
12/08/2021	296183	P	11585	GALLS, LLC	\$964.20	0	1208211	Pants - Cruz, Smith, Flohr; Cl
12/08/2021	296184	P	31421	GARY A TUCCI	\$16,945.23	0	1208211	HRSST GENERATION 10-2021
12/08/2021	296185	P	10050	GENERAL PACIFIC INC	\$16,583.46	0	1208211	CROSSARMS, DEADENDS, INSULATOR
12/08/2021	296186	P	11410	GENUINE AUTO GLASS OF TRI CITIES	\$309.23	0	1208211	WINDSHIELD VEH#1385 WO#64088
12/08/2021	296187	P	30901	GO USA, INC	\$2,829.91	0	1208211	CITY LOGO HATS - FIELD PEOPLE
12/08/2021	296188	P	10203	W.W. GRAINGER, INC	\$8,097.46	0	1208211	TUBE CLAMP KIT VEH. #3335
12/08/2021	296189	P	11109	H2 PRE-CAST INC	\$1,954.80	0	1208211	VAULTS
12/08/2021	296190	P	10046	HD FOWLER CO	\$6,756.40	0	1208211	2- MAIN VALVE RUBBER FOR 5-14"
12/08/2021	296191	P	11813	HERC RENTALS INC	\$401.82	0	1208211	EQUIP RENTAL - MINI-EXCAVATOR
12/08/2021	296192	P	11913	HP INC	\$615.91	0	1208211	PRINTER MAINTENANCE 10/15-11/1
12/08/2021	296193	P	11165	HYAS GROUP LLC	\$12,750.00	0	1208211	4Q 2021 401A & 457B CONSULING
12/08/2021	296194	P	10628	CPM DEVELOPMENT CORPORATION	\$992.60	0	1208211	ASPHALT 1/2" 64-28 (70-28) 2.5
12/08/2021	296195	P	11999	KIWANIS CLUB OF THE HORSE HEAVEN HILLS FOUNDATION	\$900.00	0	1208211	WINTER WONDERLAND TRAIN
12/08/2021	296196	P	11917	JERAMY SCHULTZ	\$750.00	0	1208211	WINTER WONDERLAND
12/08/2021	296197	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$494.83	0	1208211	ANSWERING SERVICE NOV 21 USAGE
12/08/2021	296198	P	11667	KENWORTH SALES COMPANY	\$392.92	0	1208211	CORE RETURN VEH#3315 WO#63719
12/08/2021	296199	P	31666	LAFAYETTE INSTRUMENT COMPANY LLC	\$6,988.20	0	1208211	POLYGRAPH EQUIPMENT
12/08/2021	296200	P	10262	LIFE ASSIST INC	\$1,463.60	0	1208211	ADHESIVE BANDAGE, DUKAL SPONGE
12/08/2021	296201	P	10298	LN CURTIS & SONS	\$194.24	0	1208211	Radio holsters (High Speed)
12/08/2021	296202	P	10624	MACKAY & SPOSITO INC	\$263.00	0	1208211	Wayfinding Signage & Gateway P
12/08/2021	296203	P	31297	MADRONA LAW GROUP, PLLC	\$1,782.00	0	1208211	CITY MANAGER CONTRACT
12/08/2021	296204	P	11473	PATTI L MASON	\$416.50	0	1208211	CLASSES 8594, 8589, DROP INS
12/08/2021	296205	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$111.92	0	1208211	ACTUATOR, FILTER VEH#2381 WO#6
12/08/2021	296206	P	30799	MEDLINE INDUSTRIES INC.	\$3,001.05	0	1208211	GLOVES L, M, XL
12/08/2021	296207	P	31633	MERCURY ASSOCIATES INC	\$6,157.00	0	1208211	Diagnostic Fleet Assessment Co
12/08/2021	296208	P	10942	MUNICIPAL EMERGENCY SERVICES INC	\$142.36	0	1208211	Jacket - Glasen
12/08/2021	296209	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$1,722.99	0	1208211	BULBS VEH#3345 WO#64016
12/08/2021	296210	P	30899	NATIONAL HOSE TESTING SPECIALTIES, INC	\$6,897.65	0	1208211	2021 LADDER AND HOSE TESTING
12/08/2021	296211	P	10238	NEWARK IN ONE	\$107.99	0	1208211	WAREHOUSE STOCK

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/08/2021	296212	P	10263	NORCO INC	\$920.93	0	1208211	CALIBRATION GAS CYLINDR H2S/O2
12/08/2021	296213	P	10198	NORTHWEST ASSOCIATION OF COMMUNITY	\$100.00	0	1208211	2021-2022 MEMBERSHIP DUES
12/08/2021	296214	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$3,505.00	0	1208211	RESP. QUESTIONNAIRE, FLU VACCI
12/08/2021	296215	P	10357	OXARC INC	\$244.45	0	1208211	CYCLINDERS FOR SHOP
12/08/2021	296216	P	31206	CI - PW LLC	\$35.99	0	1208211	BOTTLED WATER FOR NOVEMBER
12/08/2021	296217	P	10862	PARAMETRIX INC	\$16,618.31	0	1208211	HORN RAPIDS LANDFILL CLOSURE P
12/08/2021	296218	P	31593	PJB LLC	\$2,867.68	0	1208211	COUNTRY RIDGE SEWER LATECOMER-
12/08/2021	296219	P	12238	REXEL USA, INC	\$219.14	0	1208211	WPRF OUTLET CVR FOR FINAL EFFL
12/08/2021	296220	P	10879	PREMIER LANDSCAPING & DESIGN	\$3,882.25	0	1208211	GP Pool Maintenance Contract #
12/08/2021	296221	P	10829	RADIAN RESEARCH INC	\$1,102.29	0	1208211	WATT-NET EXPRESS ANNUAL SUPPOR
12/08/2021	296222	P	10102	PASCO RANCH AND HOME INC	\$318.75	0	1208211	PALLET WTR SOFT SALT 50 LB WTP
12/08/2021	296223	P	999001	REC REFUND	\$436.50	0	1208211	DAMAGE DEPOSIT REFUND
12/08/2021	296224	P	11136	RICHARD SCHURFELD	\$258.00	0	1208211	PORTAL SERVICE LOCATES NOVEMBE
12/08/2021	296225	P	10939	RETAIL LOCKBOX INC	\$2,710.81	0	1208211	PORTAL SERVICE LOCATES NOVEMBE
12/08/2021	296226	P	11012	RH2 ENGINEERING INC	\$5,934.57	0	1208211	WWTF DIGESTER IMPROVEMENTS - 3
12/08/2021	296227	P	10735	RICHLAND BELL FURNITURE INC	\$8,253.60	0	1208211	FD STATION RECLINERS
12/08/2021	296228	P	12318	RINGOLD EMBROIDERY	\$43.42	0	1208211	DAY STAFF CLOTHING ORDER KEN B
12/08/2021	296229	P	10239	CLEARWATER TECH LLC	\$2,960.25	0	1208211	Plumbing Repairs Citywide Faci
12/08/2021	296230	P	31677	ROTSCHY INC	\$750.00	0	1208211	REFUND HYDRANT METER - REQUEST
12/08/2021	296231	P	31412	SAFE RESTRAINTS INC	\$3,094.24	0	1208211	More Wraps
12/08/2021	296232	P	31427	SCHAEFER SYSTEMS INTERNATIONAL INC	\$4,327.71	0	1208211	95 GALLON CARTS
12/08/2021	296233	P	11098	SCHINDLER ELEVATOR CORPORATION	\$119.51	0	1208211	DECEMBER CHAIR LIFT INSPECTION
12/08/2021	296234	P	10433	J.R. SETINA MANUFACTURING COMPANY INC.	\$933.27	0	1208211	CARGO DECK TRAY VEH#2533 WO#63
12/08/2021	296235	P	10270	SIEFKEN & SONS CONSTRUCTION INC	\$17,639.35	0	1208211	Claybell Pickleball Courts Rep
12/08/2021	296236	P	30027	SEATTLE SEWING SOLUTIONS INC	\$497.93	0	1208211	Jumpsuits - Neher
12/08/2021	296237	P	10536	SPRAGUE PEST SOLUTIONS	\$528.88	0	1208211	(M) COMMERCIAL GENERAL PEST WW
12/08/2021	296238	P	10349	STRATA INC	\$7,879.42	0	1208211	GEOTECHNICAL ENGINEERING EVALU
12/08/2021	296239	P	10961	TACOMA SCREW PRODUCTS INC	\$232.82	0	1208211	BLACK ZERO-RUST 12OZ AEROSOL (
12/08/2021	296240	P	10242	GALLURY INC	\$1,162.02	0	1208211	CLEAR BLOCKAGE IN WWTF MENS RM
12/08/2021	296241	P	31640	BRENT L HOUSE	\$2,505.00	0	1208211	COVID-19 TESTING - EMS EMPLOYE

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/08/2021	296242	P	11771	TOTAL COLLISION AND INJURY CARE LLC	\$240.00	0	1208211	DOT PHYS - E BUTE
12/08/2021	296243	P	11234	DJC AUTOMOTIVE INC	\$31.91	0	1208211	SEAT ADJUSTMENT CABLE VEH#9500
12/08/2021	296244	P	10861	TRICOMP INC	\$820.00	0	1208211	NOVEMBER ADVERTISING
12/08/2021	296245	P	10128	THE MCCLATCHY COMPANY	\$2,286.47	0	1208211	PHN 100521 FRANCHISE AGREEMENT
12/08/2021	296246	P	11971	TRUE NORTH EQUIPMENT INC.	\$7,580.94	0	1208211	REPAIR WW ROVER-X TV CAMERA
12/08/2021	296247	P	10132	HD SUPPLY FACILITIES MAINTENANCE LTD	\$395.46	0	1208211	KOFLO GLASS CALIBRATION COLUMN
12/08/2021	296248	P	10202	NORTHWEST ONE CALL SUBSURFACE WARNING SYSTEM	\$555.99	0	1208211	LOCATE SERVICE NOV. 21
12/08/2021	296249	P	10245	VALLEY TRANSFORMER INC	\$11,773.87	0	1208211	TRANSFORMERS
12/08/2021	296250	P	11395	INLAND NW FRANCHISING INC	\$775.00	0	1208211	JANITORIAL SERVICES 12/01-12/3
12/08/2021	296251	P	31196	VINCENT BROTHERS LLP	\$220,992.71	0	1208211	WWTP DIGESTER FACILITY IMPROVE
12/08/2021	296252	P	10469	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	\$36.41	0	1208211	S GWW - PRELIMINARY DESIGN - O
12/08/2021	296253	P	10643	WASHINGTON ASSOCIATION OF BUILDING OFFICIALS	\$185.00	0	1208211	ANNUAL MEMBERSHIP - JURISDICTI
12/08/2021	296254	P	10140	WASHINGTON STATE PATROL	\$352.25	0	1208211	BACKGROUND CHECKS NOVEMBER 202
12/08/2021	296255	P	10173	WASHINGTON STATE TREASURER	\$21,174.80	0	1208211	11/21 FINES & FORFEITURES BC
12/08/2021	296256	P	30843	WATER MANAGEMENT LABORATORIES, INC.	\$45.00	0	1208211	WATER SAMPLING ANALYSIS 9-29-2
12/08/2021	296257	P	11015	WEBCHECK INC	\$1,242.38	0	1208211	WEBCHECK SERVICE NOVEMBER 2021
12/08/2021	296258	P	31218	WHECO CORPORATION	\$1,208.18	0	1208211	ANNUAL INSPECTION VEH#3334 WO#
12/08/2021	296259	P	31680	WOLVERINE WEST LLC	\$10,200.00	0	1208211	WINTER WONDERLAND FIREWORKS
12/08/2021	296260	P	30137	WSP USA INC	\$3,380.74	0	1208211	DUPORTAIL BRIDGE PHASE 1 CONST
12/08/2021	296261	P	10194	XEROX CORPORATION	\$321.42	0	1208211	3UA367080 OCTOBER PRINTING - P
12/08/2021	296262	P	12483	ZOLL MEDICAL SUPPLY	\$389.26	0	1208211	RECTANGULAR ELECTRODES, THERMA
12/10/2021	296263	P	10838	GRIGG ENTERPRISES INC	\$52.25	0	1210211	WHEEL CLEANER AND FASTENERS -
12/10/2021	296264	P	10631	ADVANCED TRAFFIC PRODUCTS INC	\$736.75	0	1210211	TRAFFIC LIGHTING
12/10/2021	296265	P	12417	AHBL, INC	\$4,047.50	0	1210211	LAND USE PLANNING CONSULTANT
12/10/2021	296266	P	31205	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	\$703.47	0	1210211	LINEN CHARGE FOR NOVEMBER
12/10/2021	296267	P	30307	AT&T MOBILITY	\$332.30	0	1210211	CELL PHONE CHARGE 10/27/21-11/
12/10/2021	296268	P	999000	AUREF	\$146.91	0	1210211	1910 GEORGE WASHINGTON WAY Apt
12/10/2021	296269	P	999000	AUREF	\$91.87	0	1210211	850 AARON DR 70
12/10/2021	296270	P	999000	AUREF	\$108.73	0	1210211	2433 GEORGE WASHINGTON WAY 220

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/10/2021	296271	P	999000	AUREF	\$100.66	0	1210211	250 GAGE BLVD 2015
12/10/2021	296272	P	999000	AUREF	\$297.30	0	1210211	1905 HOXIE AVE Apt B
12/10/2021	296273	P	999000	AUREF	\$4.52	0	1210211	1845 LESLIE RD X28
12/10/2021	296274	P	999000	AUREF	\$9.60	0	1210211	2000 STEVENS DR 116
12/10/2021	296275	P	999000	AUREF	\$110.87	0	1210211	1900 STEVENS DR 314
12/10/2021	296276	P	999000	AUREF	\$77.12	0	1210211	108 WELLSIAN WAY
12/10/2021	296277	P	999000	AUREF	\$241.50	0	1210211	2212 TINKLE ST
12/10/2021	296278	P	999000	AUREF	\$37.31	0	1210211	1529 COLUMBIA PARK TRL Apt 240
12/10/2021	296279	P	999000	AUREF	\$74.34	0	1210211	3003 QUEENSGATE DR Apt 149
12/10/2021	296280	P	999000	AUREF	\$126.79	0	1210211	3003 QUEENSGATE DR Apt 237
12/10/2021	296281	P	999000	AUREF	\$99.57	0	1210211	3003 QUEENSGATE DR Apt 302
12/10/2021	296282	P	999000	AUREF	\$141.91	0	1210211	2513 DUPORTAIL ST Apt 304
12/10/2021	296283	P	999000	AUREF	\$88.84	0	1210211	469 TANGLEWOOD DR
12/10/2021	296284	P	999000	AUREF	\$133.08	0	1210211	1900 STEVENS DR 808
12/10/2021	296285	P	999000	AUREF	\$163.44	0	1210211	1845 LESLIE RD Y39
12/10/2021	296286	P	999000	AUREF	\$34.83	0	1210211	3003 QUEENSGATE DR Apt 362
12/10/2021	296287	P	999000	AUREF	\$74.77	0	1210211	2513 DUPORTAIL ST Apt 157
12/10/2021	296288	P	999000	AUREF	\$226.69	0	1210211	2621 SANDPIPER LOOP
12/10/2021	296289	P	999000	AUREF	\$119.65	0	1210211	2895 PAULING AVE Apt 309
12/10/2021	296290	P	999000	AUREF	\$129.86	0	1210211	2101 STEPTOE ST Apt 121
12/10/2021	296291	P	999000	AUREF	\$82.41	0	1210211	3003 QUEENSGATE DR Apt 353
12/10/2021	296292	P	999000	AUREF	\$87.47	0	1210211	3003 QUEENSGATE DR Apt 230
12/10/2021	296293	P	999000	AUREF	\$415.20	0	1210211	1413 FRIES ST
12/10/2021	296294	P	999000	AUREF	\$159.18	0	1210211	1529 COLUMBIA PARK TRL Apt 227
12/10/2021	296295	P	999000	AUREF	\$183.68	0	1210211	2555 BELLA COOLA LN Apt 224
12/10/2021	296296	P	999000	AUREF	\$39.66	0	1210211	1900 STEVENS DR 509
12/10/2021	296297	P	999000	AUREF	\$93.41	0	1210211	2100 BELLERIVE DR DD42
12/10/2021	296298	P	11079	AUTOZONE STORES LLC	\$389.84	0	1210211	AC CONDENSER VEH#5046 WO#64117
12/10/2021	296299	P	10847	CERIUM NETWORKS INC	\$325.80	0	1210211	ENGINEER-REMOTE SYS PROGRAMMIN
12/10/2021	296300	P	10261	CITY OF RICHLAND	\$3,800.00	0	1210211	LI HP REBATE - 1414 SANFORD

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/10/2021	296301	P	10470	COMMERCIAL TIRE INC	\$1,026.80	0	1210211	FLAT REPAIR VEH#2438 WO#63972
12/10/2021	296302	P	31360	COMMONSTREET CONSULTING LLC	\$8,078.82	0	1210211	CENTER PARKWAY NORTH-GAGE TO T
12/10/2021	296303	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$539.96	0	1210211	HANDY BOX, BUSHING, MISC.
12/10/2021	296304	P	11526	CORWIN OF PASCO LLC	\$579.85	0	1210211	WASHER KIT,HOSE VEH#2399 WO#64
12/10/2021	296305	P	30166	CUMMINS NORTHWEST LLC	\$122.15	0	1210211	FUEL FILTER VEH#7164 WO#64097
12/10/2021	296306	P	10452	DAYCO INCORPORATED	\$12,767.02	0	1210211	HP LOAN - 1414 SANFORD
12/10/2021	296307	P	10139	DEPARTMENT OF ECOLOGY	\$682.00	0	1210211	COLUMBIA RIVER SITE - AQUATIC
12/10/2021	296308	P	31494	DOOLITTLE CONSTRUCTION LLC	\$54,793.39	0	1210211	2021 SLURRY SEAL - 115-21 - PM
12/10/2021	296309	P	31646	EASY FOAM INCORPORATED	\$701.00	0	1210211	REFUND - HYDRANT METER #332
12/10/2021	296310	P	11762	ENTERPRISE HOLDINGS INC	\$52.12	0	1210211	555614419 SWANSON 21-088/55561
12/10/2021	296311	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$262.97	0	1210211	SPRINGS VEH#3338 WO#64020
12/10/2021	296312	P	11044	EWING IRRIGATION PRODUCTS INC	\$659.48	0	1210211	IRR - BADGER MTN IRRIGATION VA
12/10/2021	296313	P	31170	HIS DIME, LLC	\$646.60	0	1210211	25 VINYL - PREMIUM- RICHLAND "
12/10/2021	296314	P	10268	FEDERAL EXPRESS CORP	\$40.73	0	1210211	PRETRTM SAMPLE 10-27-21 SHIP F
12/10/2021	296315	P	31564	FNS COLLISION GROUP INC	\$1,544.84	0	1210211	BODY REPAIR VEH#4165 WO#63879
12/10/2021	296316	P	31564	FNS COLLISION GROUP INC	\$4,575.99	0	1210211	BODY REPAIR VEH#2498 WO#64122
12/10/2021	296317	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$6,250.12	0	1210211	TELEPHONE CHARGE 11/19/21-12/1
12/10/2021	296318	P	31421	GARY A TUCCI	\$1,804.00	0	1210211	HRSST PASS-THRU FEES 10/2021
12/10/2021	296319	P	11410	GENUINE AUTO GLASS OF TRI CITIES	\$27.14	0	1210211	WINDSHIELD REPAIR VEH#2519 WO#
12/10/2021	296320	P	10203	W.W. GRAINGER, INC	\$190.27	0	1210211	GRAINGER ITEMS
12/10/2021	296321	P	31070	RAYMOND L COFFMAN	\$114,636.00	0	1210211	HOTEL-MOTEL CONTRACT 167-21 PA
12/10/2021	296322	P	31585	JACKSON GROUP PETERBILT, INC.	\$388.84	0	1210211	DEF SENSOR VEH#3339 WO#63365
12/10/2021	296323	P	10290	JIM'S PACIFIC GARAGES INC	\$2,228.70	0	1210211	DRYER VEH#3321 WO#64047
12/10/2021	296324	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$172.64	0	1210211	TPMS SENSOR VEH#2376 WO#64119
12/10/2021	296325	P	11199	LIBERTY LAWN & SAW SHOP	\$517.77	0	1210211	HANDHELD BLOWER VEH#0030 WO#63
12/10/2021	296326	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$957.00	0	1210211	SKATE PARK - PORT-A-POTTY RENT
12/10/2021	296327	P	30243	HECTOR MORENO	\$18.00	0	1210211	20-181 MORENO SWS EQUIPMENT VI
12/10/2021	296328	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$647.25	0	1210211	HUB CAP VEH#3340 WO#64152
12/10/2021	296329	P	30272	CLEAN CONCEPTS GROUP, INC	\$617.98	0	1210211	FITTINGS, HOSES FOR SHOPS

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/10/2021	296330	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$1,392.16	0	1210211	REPAIR CLUSTER VEH#3351 WO#638
12/10/2021	296331	P	31490	NW TEL LLC	\$19,467.33	0	1210211	FIBER BUILD- CLUBHOUSE/ROBERTS
12/10/2021	296332	P	10027	THE PAPE' GROUP	\$863.21	0	1210211	FILTERS VEH#7164 WO#64097
12/10/2021	296333	P	10971	PARAMOUNT COMMUNICATIONS INC	\$3,630.45	0	1210211	COMM CABLING RPS INTERVIEW ROO
12/10/2021	296334	P	999002	PERMIT REFUND	\$39.92	0	1210211	Refund 80% - cancelled project
12/10/2021	296335	P	999002	PERMIT REFUND	\$23.04	0	1210211	Refund 80% - cancelled project
12/10/2021	296336	P	31679	PFM FINANCIAL ADVISORS LLC	\$25,000.00	0	1210211	2021 EL BOND ISSUANCE FINANCIA
12/10/2021	296337	P	10611	PITNEY BOWES PURCHASE POWER	\$11,257.99	0	1210211	07/01/2021-07/31/2021 Postage
12/10/2021	296338	P	12238	REXEL USA, INC	\$98.44	0	1210211	IRR - BADGER VAULT PROJECT
12/10/2021	296339	P	11012	RH2 ENGINEERING INC	\$4,663.24	0	1210211	City View Geological Survey #3
12/10/2021	296340	P	10311	SEA WESTERN INC	\$22.31	0	1210211	WITT LION PANTS - RETURNED
12/10/2021	296341	P	12255	SERVATRON, INC	\$128.85	0	1210211	CHRG GRD VEH#2533 WO#63701
12/10/2021	296342	P	10410	SHANNON & WILSON INC	\$4,808.54	0	1210211	WETLAND MONITORING 221-19
12/10/2021	296343	P	10362	SHERMAN & REILLY INC	\$1,810.88	0	1210211	ACTUATOR VEH#6610 WO#64107
12/10/2021	296344	P	10440	SOLID WASTE SYSTEMS INC	\$585.47	0	1210211	LIGHT VEH#3337 WO#64042
12/10/2021	296345	P	10536	SPRAGUE PEST SOLUTIONS	\$140.31	0	1210211	RCC - PEST CONTROL
12/10/2021	296346	P	10961	TACOMA SCREW PRODUCTS INC	\$260.85	0	1210211	PAPER TOWELS FOR SHOPS
12/10/2021	296347	P	31464	HECTOR JUTAE RODRIGUEZ	\$682.01	0	1210211	CLEANING GARBAGE CONTAINERS
12/10/2021	296348	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$976.54	0	1210211	TIRES VEH#2426 WO#64132
12/10/2021	296349	P	11831	TRI CITIES MONITORING, INC	\$475.00	0	1210211	2021 WINTER WONDERLAND / EVENT
12/10/2021	296350	P	10129	TWIN CITY METALS INC	\$206.34	0	1210211	METAL RODS FOR CLARIFIER TUBES
12/10/2021	296351	P	10860	VERIZON COMMUNICATIONS INC	\$17,640.56	0	1210211	NASPO NOVEMBER WIRELESS
12/10/2021	296352	P	10212	WAGNER SMITH EQUIPMENT CO	\$247.61	0	1210211	NOVEMBER HOT ARM RENTAL
12/10/2021	296353	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$117.82	0	1210211	FITTING VEH#3344 WO#63778
12/10/2021	296354	P	31218	WHECO CORPORATION	\$1,137.59	0	1210211	ANNUAL INSPECTION VEH#3219 WO#
12/10/2021	296355	P	10194	XEROX CORPORATION	\$126.47	0	1210211	COPIER FEE FOR FLEET
12/15/2021	296356	P	10439	PYC LLC	\$108.60	0	1215211	UNIFORM LAUNDRY SERVICE FOR NO
12/15/2021	296357	P	31231	ABM INDUSTRIES INC	\$15,061.10	0	1215211	MULTIPLE FACILITIES JANITORIAL
12/15/2021	296358	P	10838	GRIGG ENTERPRISES INC	\$721.79	0	1215211	WWL - FASTENERS
12/15/2021	296359	P	10347	AIREFCO INC	\$142.71	0	1215211	STATION 71 - HVAC PARTS

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/15/2021	296360	P	31493	WILLIAM B BARKER	\$2,914.13	0	1215211	LIFT POWER UNIT AND INSTALL
12/15/2021	296361	P	11492	ALS GROUP USA CORP	\$250.00	0	1215211	ATI CR-IU007 SAMPLING EVENT 10
12/15/2021	296362	P	31123	ASSOCIATED PRODUCTION MUSIC LLC	\$1,075.00	0	1215211	MUSIC USE AGREEMENT #153-20 20
12/15/2021	296363	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$2,935.51	0	1215211	SAFETY VESTS
12/15/2021	296364	P	11126	B AND B TRAILERS LLC	\$5,246.51	0	1215211	ENCLOSED TRAILER, VEH #4181
12/15/2021	296365	P	10367	BANK OF AMERICA	\$2,713.75	0	1215211	BANK ANALYSIS FEES NOV 2021
12/15/2021	296366	P	31313	BEAVER EQUIPMENT LLC	\$3,579.46	0	1215211	WWTP DIGESTER INSPECTION AND T
12/15/2021	296367	P	10207	BENTON COUNTY AUDITOR	\$25.00	0	1215211	NOV 2021 IMAGES
12/15/2021	296368	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$1,335.00	0	1215211	NOV WATER SAMPLES
12/15/2021	296369	P	10008	BENTON PUD	\$482.90	0	1215211	C-SC157A PRE-NOTIFICATION SERV
12/15/2021	296370	P	11685	CARDINAL HEALTH 130, LLC	\$1,053.99	0	1215211	SODIUM CL, AMIODARONE, EPINEPH
12/15/2021	296371	P	10240	CENTRAL HOSE & FITTINGS INC	\$96.56	0	1215211	HYPOCHLORITE HOSE ASSY; POCKET
12/15/2021	296372	P	10847	CERIUM NETWORKS INC	\$2,775.87	0	1215211	WIRELESS BRIDGE SWITCH UPDATE
12/15/2021	296373	P	10250	CH2O INC	\$64.49	0	1215211	BOILER TESTING WWTF - NOV '21
12/15/2021	296374	P	10597	CHARTER COMMUNICATIONS	\$166.72	0	1215211	CABLE SERVICES 11/30-12/29/21
12/15/2021	296375	P	10597	CHARTER COMMUNICATIONS	\$88.13	0	1215211	BUSINESS INTERNET PLUS
12/15/2021	296376	P	30116	CHRISTENSEN, INC.	\$553.49	0	1215211	LANDFILL FUEL -DEF
12/15/2021	296377	P	30695	CIMRHAKL, CAROLE	\$52.92	0	1215211	REIMB FOR WORKSHOP SNACKS
12/15/2021	296378	P	10055	CITY OF PASCO	\$1,903.33	0	1215211	1/3 COST OF NEW ANIMAL SHELTER
12/15/2021	296379	P	10261	CITY OF RICHLAND	\$143,596.11	0	1215211	CITY UTILITY BILLS NOV 2021
12/15/2021	296380	P	10261	CITY OF RICHLAND	\$16,605.32	0	1215211	BIO-SOLIDS LANDFILL FEES NOV '
12/15/2021	296381	P	11516	COLEMAN OIL COMPANY	\$19,230.42	0	1215211	WEEKLY CARD LOCK FUEL 12/6-12/
12/15/2021	296382	P	11907	SYCURE CORP	\$830.00	0	1215211	100 MBPS FULL DUPLEX INTERNET
12/15/2021	296383	P	10135	CI SUPPORT LLC	\$31.75	0	1215211	ONSITE SHREDDING WO# 0219760 -
12/15/2021	296384	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$752.24	0	1215211	DECEMBER 2021 - INSPIRATION PO
12/15/2021	296385	P	10756	DELL MARKETING LP	\$9,013.70	0	1215211	DELL OPTIPLEX 5090 A-1352
12/15/2021	296386	P	10139	DEPARTMENT OF ECOLOGY	\$1,078.00	0	1215211	WW OPERATOR CERT RENEWAL 22BRO
12/15/2021	296387	P	10801	DOMESTIC VIOLENCE SVCS OF BNTN & FRNKLN COUNTIES	\$888.50	0	1215211	DOMESTIC VIOLENCE ADVOCACY SER
12/15/2021	296388	P	10958	DYNO NOBEL INC	\$2,349.45	0	1215211	DETONATORS
12/15/2021	296389	P	11981	ENVIROTECH SERVICES INC	\$8,555.54	0	1215211	20.00 TON OF CALCIUM CHLORIDE

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/15/2021	296390	P	11044	EWING IRRIGATION PRODUCTS INC	\$329.07	0	1215211	WWL - TIMER, PLUGS
12/15/2021	296391	P	10044	FARMERS EXCHANGE	\$773.21	0	1215211	PB2620 STREET MAINT
12/15/2021	296392	P	10508	FASTENAL COMPANY	\$45.17	0	1215211	2" HOLE SAW, PILOT DRILL
12/15/2021	296393	P	10268	FEDERAL EXPRESS CORP	\$43.39	0	1215211	SAMPLE SHIP FPO PRETRTM 11-18-
12/15/2021	296394	P	10315	FERGUSON US HOLDINGS INC	\$71.06	0	1215211	HOLE SAW, PILOT DRILL & NUTS
12/15/2021	296395	P	10315	FERGUSON US HOLDINGS INC	\$15.45	0	1215211	HAINS COMFORT - PLUMBING PARTS
12/15/2021	296396	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$74.05	0	1215211	PHONE LINES 12/04/21-01/03/22
12/15/2021	296397	P	10050	GENERAL PACIFIC INC	\$5,114.52	0	1215211	CONNECTORS E9
12/15/2021	296398	P	11813	HERC RENTALS INC	\$158.41	0	1215211	LIQUID PROPARE FOR SHOP TORCH
12/15/2021	296399	P	31179	IMAGEMASTER LLC	\$1,750.00	0	1215211	2021 EL BOND ISSUANCE - POS AN
12/15/2021	296400	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$53.53	0	1215211	COVID - PROUT POOL DOOR PARTS
12/15/2021	296401	P	10628	CPM DEVELOPMENT CORPORATION	\$334.92	0	1215211	ASPHALT - HMA 75 1/2" 64-28 35
12/15/2021	296402	P	11843	IRON MOUNTAIN INC	\$205.20	0	1215211	SHRED SERVICE THRU 11/22/21
12/15/2021	296403	P	31543	JORDAN MECHANICAL GROUP LLC	\$1,381.00	0	1215211	HVAC REPLACE - WWTF LUNCHROOM,
12/15/2021	296404	P	31543	JORDAN MECHANICAL GROUP LLC	\$1,178.40	0	1215211	WWTF RECEPTION HVAC REPLACEMEN
12/15/2021	296405	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$596.56	0	1215211	AFTER HOURS EMERGENCY CALLS 20
12/15/2021	296406	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$33.50	0	1215211	HAINS COMFORT - PLUMBING PARTS
12/15/2021	296407	P	11110	PUD NO. 1 OF KLIKITAT COUNTY	\$381.63	0	1215211	GOLGOTHA UTILITIES 10/29-12/01
12/15/2021	296408	P	10432	LANGUAGE LINE SERVICES INC	\$572.67	0	1215211	TRANSLATION SERVICES 11/01-11/
12/15/2021	296409	P	11369	LEGACY TELECOMMUNICATIONS LLC	\$9,012.03	0	1215211	QRTLY GENERATOR MAINTENANCE -
12/15/2021	296410	P	31520	THEODORE BLAINE LIGHT III	\$875.00	0	1215211	145-21 CPA & CLEAN ENERGY IMPL
12/15/2021	296411	P	30799	MEDLINE INDUSTRIES INC.	\$165.51	0	1215211	GLOVES - SMALL
12/15/2021	296412	P	11652	MENKE JACKSON BEYER LLP	\$3,753.59	0	1215211	ACCT #067 - PACIFIC PARTNERS R
12/15/2021	296413	P	10578	MIDWEST TAPE	\$4,114.17	0	1215211	NOVEMBER 2021 HOOPLA
12/15/2021	296414	P	31116	BAS INC	\$945.59	0	1215211	CODE INSPECTION POSTCARDS 4,00
12/15/2021	296415	P	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$2,383.36	0	1215211	MSR Plan 800205 Admin Fee Bala
12/15/2021	296416	P	10083	MONARCH MACHINE & TOOL CO INC	\$38.01	0	1215211	MONARCH MACHINE VEH#3338 WO#64
12/15/2021	296417	P	10358	MOON SECURITY SERVICES INC	\$168.27	0	1215211	WWTF BURGLARY & FIRE MONITORIN
12/15/2021	296418	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$57.34	0	1215211	D EARTH ABSORBENT
12/15/2021	296419	P	30912	NORTHWEST RENTAL CENTER, INC.	\$227.06	0	1215211	WWL - LOG SPLITTER RENTAL

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/15/2021	296420	P	10972	LAKEYLAND INC	\$430.51	0	1215211	5 GALLON TURNOUT CLEANER
12/15/2021	296421	P	31490	NW TEL LLC	\$52,214.62	0	1215211	FIBER BUILD- 514 WAREHOUSE ST,
12/15/2021	296422	P	10981	OIL RE-REFINING CO	\$180.00	0	1215211	USED OIL RECYCLE/HAUL 12/10/21
12/15/2021	296423	P	10357	OXARC INC	\$178.75	0	1215211	FACILITIES - CYLINDER RENTAL -
12/15/2021	296424	P	10456	PERMIT SURVEYING INC	\$1,262.50	0	1215211	CLUBHOUSE LANE SURVEYING
12/15/2021	296425	P	10052	PITNEY BOWES INC	\$4,628.92	0	1215211	Pitney Bowes Lease November 20
12/15/2021	296426	P	12238	REXEL USA, INC	\$52,562.40	0	1215211	SECONDARY WIRE
12/15/2021	296427	P	10101	PUBLIC POWER COUNCIL	\$3,452.00	0	1215211	PPC 2021 DUES SPECIAL ASSESSME
12/15/2021	296428	P	10102	PASCO RANCH AND HOME INC	\$67.30	0	1215211	WITT - GLOVES PAIR 1
12/15/2021	296429	P	31032	TWIN SPRUCE BIRD RANCH INC	\$2,100.00	0	1215211	WINTER WONDERLAND - 2 REINDEER
12/15/2021	296430	P	10857	ROGER G WRIGHT	\$8,060.00	0	1215211	2020 ENGINEERING SERVICES - 14
12/15/2021	296431	P	10647	RIVER CITY TOWING INC	\$97.74	0	1215211	TOWING CHARGE
12/15/2021	296432	P	30606	SHAUN SCHLUTER	\$145.00	0	1215211	CERT. EXAM FEE
12/15/2021	296433	P	12232	STANTON EDWARD COOKE	\$2,600.00	0	1215211	EMPLOYEE DEVELOPMENT PROGRAM C
12/15/2021	296434	P	10744	SENSKE LAWN & TREE CARE INC	\$217.98	0	1215211	1 SNYDER PEST CONTROL
12/15/2021	296435	P	999007	SIDEWALK REIMBURSEMENTS	\$1,000.00	0	1215211	SIDEWALK REIMBURSEMENT - 1110
12/15/2021	296436	P	11563	SMARSH, INC.	\$2,895.25	0	1215211	SMARSH ANNUAL RENEWAL, CONTRAC
12/15/2021	296437	P	30027	SEATTLE SEWING SOLUTIONS INC	\$1,604.02	0	1215211	Jumpsuits - Neher
12/15/2021	296438	P	10536	SPRAGUE PEST SOLUTIONS	\$378.14	0	1215211	PEST CONTROL SVCS - OCTOBER
12/15/2021	296439	P	10393	STONEWAY ELECTRIC SUPPLY	\$294.15	0	1215211	IRR - BADGER VAULT PROJECT
12/15/2021	296440	P	10961	TACOMA SCREW PRODUCTS INC	\$23.00	0	1215211	HAINS COMFORT - PLUMBING PARTS
12/15/2021	296441	P	11108	THE PERSONAL TOUCH CLEANING INC	\$35,841.78	0	1215211	SHOPS 100 - JANITORIAL - NOVEM
12/15/2021	296442	P	10395	TOTAL ENERGY MANAGEMENT INC	\$845.37	0	1215211	WWTF HOT WATER COIL REPLACE 20
12/15/2021	296443	P	12160	TYLER TECHNOLOGIES, INC	\$63,591.55	0	1215211	EnerGov Annual License and Mai
12/15/2021	296444	P	30040	ULINE	\$59.50	0	1215211	TAGS FOR REFURBISHED WHSE ITEM
12/15/2021	296445	P	10302	UNIVAR SOLUTIONS USA INC	\$2,305.94	0	1215211	PRAESTOL FILTER AID
12/15/2021	296446	P	10212	WAGNER SMITH EQUIPMENT CO	\$247.61	0	1215211	OCTOBER HOT ARM RENTAL
12/15/2021	296447	P	30838	AMANDA WALLNER	\$39.75	0	1215211	STAFF DEVELOPMENT LUNCH
12/15/2021	296448	P	999003	WASTEWORX REFUND	\$1,139.51	0	1215211	Refund overpayment WW account
12/15/2021	296449	P	10815	WATER SOLUTIONS INC	\$67.33	0	1215211	WATER FILTRATION 12/07/21-01/0

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/15/2021	296450	P	10145	WESCO DISTRIBUTION INC	\$888.89	0	1215211	1 PH Transformers
12/15/2021	296451	P	10839	MICHAEL E WEST ENTERPRISES, INC.	\$57.12	0	1215211	SPEEDCRETE REDLINE
12/15/2021	296452	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$12,706.20	0	1215211	EMER GEN RENTAL INFLU PLUS XTR
12/15/2021	296453	P	10414	WILDLANDS INC	\$4,745.34	0	1215211	2021 Logston Wetland Mainten
12/15/2021	296454	P	10194	XEROX CORPORATION	\$1,574.03	0	1215211	8TB-338154 Invoice December 20
12/15/2021	296455	P	12483	ZOLL MEDICAL SUPPLY	\$450.99	0	1215211	ECG RECTANGULAR ELECTRODES
12/17/2021	296456	P	11306	A ONE REFRIGERATION & HEATING INC	\$1,600.00	0	1217211	HP REBATE - 210 CASEY
12/17/2021	296457	P	10838	GRIGG ENTERPRISES INC	\$171.59	0	1217211	RANGER - JASON - CABLE TIES
12/17/2021	296458	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$1,295.60	0	1217211	TRIP - WYE PARK SIDEWALK
12/17/2021	296459	P	10983	ANOVAWORKS	\$3,744.00	0	1217211	CITY EMPLOYEE ANNUAL FLU VACCI
12/17/2021	296460	P	10317	APOLLO SHEET METAL INC	\$700.00	0	1217211	HP REBATE - 220 KRANICHWOOD
12/17/2021	296461	P	31687	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	\$10,000.00	0	1217211	2021-22 FEE AGREEMENT: RFP'S F
12/17/2021	296462	P	999000	AUREF	\$177.13	0	1217211	451 WESTCLIFFE BLVD Apt A304
12/17/2021	296463	P	999000	AUREF	\$5,473.95	0	1217211	1031 BIRCH AVE
12/17/2021	296464	P	999000	AUREF	\$90.23	0	1217211	650 GEORGE WASHINGTON WAY Apt
12/17/2021	296465	P	999000	AUREF	\$106.42	0	1217211	650 GEORGE WASHINGTON WAY Apt
12/17/2021	296466	P	999000	AUREF	\$142.80	0	1217211	1851 JADWIN AVE 416
12/17/2021	296467	P	999000	AUREF	\$46.69	0	1217211	717 HANFORD ST
12/17/2021	296468	P	999000	AUREF	\$18.09	0	1217211	2555 BELLA COOLA LN Apt 106
12/17/2021	296469	P	999000	AUREF	\$148.45	0	1217211	1900 STEVENS DR 432
12/17/2021	296470	P	999000	AUREF	\$160.92	0	1217211	1328 POTTER AVE
12/17/2021	296471	P	999000	AUREF	\$134.98	0	1217211	69 JADWIN AVE 22
12/17/2021	296472	P	999000	AUREF	\$86.99	0	1217211	250 GAGE BLVD 1015
12/17/2021	296473	P	999000	AUREF	\$124.46	0	1217211	650 GEORGE WASHINGTON WAY Apt
12/17/2021	296474	P	999000	AUREF	\$10.00	0	1217211	2555 DUPORTAIL ST A308
12/17/2021	296475	P	999000	AUREF	\$150.20	0	1217211	451 WESTCLIFFE BLVD Apt D226
12/17/2021	296476	P	999000	AUREF	\$67.76	0	1217211	1525 JOHNSTON AVE
12/17/2021	296477	P	999000	AUREF	\$105.30	0	1217211	2555 BELLA COOLA LN Apt 174
12/17/2021	296478	P	999000	AUREF	\$128.28	0	1217211	1231 COVINA CT
12/17/2021	296479	P	999000	AUREF	\$62.05	0	1217211	2000 STEVENS DR 110

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/17/2021	296480	P	999000	AUREF	\$111.87	0	1217211	2895 PAULING AVE Apt 255
12/17/2021	296481	P	999000	AUREF	\$126.60	0	1217211	2433 GEORGE WASHINGTON WAY 110
12/17/2021	296482	P	999000	AUREF	\$318.40	0	1217211	501 SATUS ST
12/17/2021	296483	P	999000	AUREF	\$150.80	0	1217211	648 MARYSVILLE WAY
12/17/2021	296484	P	999000	AUREF	\$11.45	0	1217211	1529 COLUMBIA PARK TRL Apt 122
12/17/2021	296485	P	999000	AUREF	\$84.01	0	1217211	2551 PRESTWICK DR
12/17/2021	296486	P	999000	AUREF	\$183.83	0	1217211	650 GEORGE WASHINGTON WAY Apt
12/17/2021	296487	P	999000	AUREF	\$76.72	0	1217211	2665 KINGSGATE WAY Apt A103
12/17/2021	296488	P	999000	AUREF	\$43.86	0	1217211	1529 COLUMBIA PARK TRL Apt 327
12/17/2021	296489	P	999000	AUREF	\$175.25	0	1217211	208 DOUGLASS AVE
12/17/2021	296490	P	999000	AUREF	\$114.94	0	1217211	575 COLUMBIA POINT DR Apt 112
12/17/2021	296491	P	999000	AUREF	\$144.64	0	1217211	227 UNIVERSITY DR Apt 214
12/17/2021	296492	P	999000	AUREF	\$131.20	0	1217211	2513 DUPORTAIL ST Apt 203
12/17/2021	296493	P	999000	AUREF	\$178.10	0	1217211	250 GAGE BLVD 2018
12/17/2021	296494	P	999000	AUREF	\$183.13	0	1217211	1450 JONES RD
12/17/2021	296495	P	999000	AUREF	\$141.67	0	1217211	2555 DUPORTAIL ST E338
12/17/2021	296496	P	999000	AUREF	\$111.39	0	1217211	2368 SKYVIEW LOOP Bldg A
12/17/2021	296497	P	999000	AUREF	\$128.95	0	1217211	3031 BOBWHITE WAY
12/17/2021	296498	P	999000	AUREF	\$134.61	0	1217211	546 SUMMERVIEW LN
12/17/2021	296499	P	999000	AUREF	\$99.07	0	1217211	2433 GEORGE WASHINGTON WAY 120
12/17/2021	296500	P	999000	AUREF	\$149.09	0	1217211	2513 DUPORTAIL ST Apt 147
12/17/2021	296501	P	999000	AUREF	\$102.39	0	1217211	650 GEORGE WASHINGTON WAY Apt
12/17/2021	296502	P	999000	AUREF	\$273.65	0	1217211	1413 JADWIN AVE
12/17/2021	296503	P	999000	AUREF	\$52.45	0	1217211	2895 PAULING AVE Apt 239
12/17/2021	296504	P	999000	AUREF	\$127.19	0	1217211	1036 WINSLOW AVE
12/17/2021	296505	P	999000	AUREF	\$103.09	0	1217211	2534 BRODIE LN
12/17/2021	296506	P	999000	AUREF	\$10.00	0	1217211	451 WESTCLIFFE BLVD Apt G152
12/17/2021	296507	P	999000	AUREF	\$10.00	0	1217211	2321 CAMAS AVE
12/17/2021	296508	P	10780	BASIN SOD INC	\$128.60	0	1217211	TRIP - WYE PARK SIDEWALK
12/17/2021	296509	P	12389	BLUE MOUNTAIN TELECOMMUNICATION SERVICES	\$26,430.72	0	1217211	FIBER BUILD- FIRE STATION 73,

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/17/2021	296510	P	10398	BOB RHODES HEATING & A/C INC	\$13,820.44	0	1217211	HP LOAN - 1403 CIMARRON
12/17/2021	296511	P	10832	BRUCE INC	\$500.00	0	1217211	HP REBATE - 2109 KEENE
12/17/2021	296512	P	12229	CANON FINANCIAL SERVICES, INC	\$314.89	0	1217211	CANON-IRC55501-XLG04984 - NOVE
12/17/2021	296513	P	10261	CITY OF RICHLAND	\$3,950.66	0	1217211	LANDFILL CHARGES - NOVEMBER
12/17/2021	296514	P	10261	CITY OF RICHLAND	\$700.00	0	1217211	HP REBATE - 1403 CIMARRON
12/17/2021	296515	P	10135	CI SUPPORT LLC	\$39.36	0	1217211	CI SHRED SERVICE - WO CODE 022
12/17/2021	296516	P	10470	COMMERCIAL TIRE INC	\$10,392.64	0	1217211	TIRES VEH#7163 WO#64140
12/17/2021	296517	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$367.18	0	1217211	LED - SHOPS 100 - LIGHTS
12/17/2021	296518	P	10452	DAYCO INCORPORATED	\$1,000.00	0	1217211	HP REBATE - 506 CHARBONNEAU
12/17/2021	296519	P	10453	DELTA HEATING & COOLING INC	\$5,600.00	0	1217211	DHP REBATE - 308 ROBERT
12/17/2021	296520	P	30356	JOHN T CLARY	\$900.00	0	1217211	PRE-EMP POLYGRAPH: N LEE
12/17/2021	296521	P	11044	EWING IRRIGATION PRODUCTS INC	\$923.39	0	1217211	IRR - BADGER VAULT UPGRADE
12/17/2021	296522	P	31475	INLAND ASPHALT COMPANY	\$2,148.30	0	1217211	COMMERCIAL LIGHTING REBATE - 9
12/17/2021	296523	P	10406	JUB ENGINEERS INC	\$393.87	0	1217211	CONSULTANT WORK ON 1ST ST-389-
12/17/2021	296524	P	31445	MATRIX SCIENCES INTERNATIONAL INC	\$590.00	0	1217211	TESTING OF WWTF NON-POTABLE WA
12/17/2021	296525	P	11576	MERCER (US) INC	\$7,083.33	0	1217211	CONSULTING SERVICES FOR NOVEMB
12/17/2021	296526	P	11103	FREMAREK INC	\$663.86	0	1217211	JANITORIAL - URINAL SCREENS
12/17/2021	296527	P	10083	MONARCH MACHINE & TOOL CO INC	\$2,724.30	0	1217211	IRR - VAULT LIDS FOR IRRIGATIO
12/17/2021	296528	P	10232	PERFECTION GLASS INC	\$595.92	0	1217211	WINDOW REBATE - 602 JEFFERSON
12/17/2021	296529	P	31669	CAMI S REINKE	\$9,920.00	0	1217211	RMS/CAD INTEGRATION ASSISTANCE
12/17/2021	296530	P	11900	RIVERSIDEDAVE LLC	\$3,100.00	0	1217211	2021 Winter Wonderland Contrac
12/17/2021	296531	P	30630	SMG TRI-CITIES, LLC	\$10,000.00	0	1217211	BLRF APPROVED PROJECT - LIVE @
12/17/2021	296532	P	11785	SOLENIS LLC	\$11,862.70	0	1217211	POLYMER FOR BFPS
12/17/2021	296533	P	10536	SPRAGUE PEST SOLUTIONS	\$231.82	0	1217211	STATION 72 - PEST CONTROL
12/17/2021	296534	P	30894	STERLING INFOSYSTEMS, INC	\$10.86	0	1217211	11/01/2021 - 11/30/2021 BACKGR
12/17/2021	296535	P	10393	STONEWAY ELECTRIC SUPPLY	\$1,438.22	0	1217211	GATES - SHOPS 100 NEW READERS
12/17/2021	296536	P	10900	SUNBELT RENTALS INC	\$21.72	0	1217211	ALEX - CHAINS
12/17/2021	296537	P	10961	TACOMA SCREW PRODUCTS INC	\$22.67	0	1217211	RCC - PLUMBING PARTS
12/17/2021	296538	P	11771	TOTAL COLLISION AND INJURY CARE LLC	\$220.00	0	1217211	DOT PHYS: G MORRIS
12/17/2021	296539	P	10395	TOTAL ENERGY MANAGEMENT INC	\$1,400.00	0	1217211	HP REBATE - 1982 GREENBROOK

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/17/2021	296540	P	10907	TRI CITY REGIONAL CHAMBER OF COMMERCE	\$14,000.00	0	1217211	BLRF APPROVED PROJECT - ECONOM
12/17/2021	296541	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$82,866.11	0	1217211	SPECIAL LODGING ASSESS NOV 202
12/17/2021	296542	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$11.80	0	1217211	TAX PREVIOUSLY NOT PAID ON INO
12/20/2021	296543	P	10170	RANDY H CARPER	\$99.00	0	122021PP	NON COVERED VISION
12/20/2021	296544	P	10167	MIKE CASE	\$277.38	0	122021PP	NON COVERED RX
12/20/2021	296545	P	10271	SCOTT K LARSON	\$482.50	0	122021PP	NON COVERED DENTAL
12/20/2021	296546	P	10204	RONALD K SNYDER, DDS	\$111.60	0	122021PP	NON COVERED DENTAL
12/20/2021	296547	P	10119	WILLIAM TANNER	\$348.00	0	122021PP	NON COVERED RX
12/20/2021	296548	P	10023	HENRY CARRICK	\$6,248.00	0	122021FP	NON COVERED MEDICAL
12/20/2021	296549	P	10040	DANNY DOWNS	\$118.41	0	122021FP	NON COVERED RX
12/20/2021	296550	P	31343	BECK DENTAL	\$663.40	0	122021FP	NON COVERED DENTAL
12/21/2021	296551	P	10000	KBL, INC.	\$469.28	0	1221211	TORBETT/McPHERSON WTRMN REPLAC
12/21/2021	296552	P	10838	GRIGG ENTERPRISES INC	\$283.19	0	1221211	C9 CERAMIC BULBS, AA BATTERIES
12/21/2021	296553	P	31632	ADCOMM ENGINEERING LLC	\$14,276.25	0	1221211	RED MOUNTAIN SITE ENGINEERING
12/21/2021	296554	P	11078	ADVANCED PAGING & COMMUNICATIONS INC	\$1,573.02	0	1221211	RADIO FOR FIRE UPFIT VEH#2533
12/21/2021	296555	P	11213	ALTEC INDUSTRIES INC	\$67.10	0	1221211	HANDLE VEH#3313 WO#64083
12/21/2021	296556	P	999000	AUREF	\$0.27	0	1221211	900 AARON DR 120
12/21/2021	296557	P	999000	AUREF	\$151.63	0	1221211	451 WESTCLIFFE BLVD Apt B312
12/21/2021	296558	P	999000	AUREF	\$0.10	0	1221211	1147 COLUMBIA PARK TRL
12/21/2021	296559	P	999000	AUREF	\$174.03	0	1221211	650 GEORGE WASHINGTON WAY Apt
12/21/2021	296560	P	999000	AUREF	\$297.28	0	1221211	1909 PIKE AVE
12/21/2021	296561	P	999000	AUREF	\$72.26	0	1221211	2920 BELLERIVE DR
12/21/2021	296562	P	999000	AUREF	\$346.00	0	1221211	1453 ARBOR ST
12/21/2021	296563	P	999000	AUREF	\$76.74	0	1221211	562 STONERIDGE LN
12/21/2021	296564	P	999000	AUREF	\$169.70	0	1221211	1420 MARSHALL AVE
12/21/2021	296565	P	999000	AUREF	\$131.61	0	1221211	650 GEORGE WASHINGTON WAY Apt
12/21/2021	296566	P	999000	AUREF	\$69.77	0	1221211	1905 HOXIE AVE Apt D
12/21/2021	296567	P	999000	AUREF	\$3.07	0	1221211	1850 STEVENS DR 203
12/21/2021	296568	P	999000	AUREF	\$131.75	0	1221211	224 RIVERWOOD ST
12/21/2021	296569	P	999000	AUREF	\$19.91	0	1221211	1900 STEVENS DR 613

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/21/2021	296570	P	999000	AUREF	\$107.19	0	1221211	2100 BELLERIVE DR U209
12/21/2021	296571	P	999000	AUREF	\$112.57	0	1221211	2304 SNOHOMISH AVE
12/21/2021	296572	P	999000	AUREF	\$110.44	0	1221211	2555 DUPORTAIL ST C318
12/21/2021	296573	P	999000	AUREF	\$133.99	0	1221211	1529 COLUMBIA PARK TRL Apt 346
12/21/2021	296574	P	999000	AUREF	\$337.16	0	1221211	357 SPRING ST
12/21/2021	296575	P	999000	AUREF	\$668.56	0	1221211	1926 EVEREST AVE
12/21/2021	296576	P	999000	AUREF	\$128.10	0	1221211	630 NASTACIA ST
12/21/2021	296577	P	999000	AUREF	\$28.24	0	1221211	2867 HAWKSTONE CT
12/21/2021	296578	P	999000	AUREF	\$3.74	0	1221211	2173 NEWCOMER AVE
12/21/2021	296579	P	999000	AUREF	\$22.15	0	1221211	1537 ADAIR DR
12/21/2021	296580	P	999000	AUREF	\$128.26	0	1221211	4095 CORVINA ST
12/21/2021	296581	P	999000	AUREF	\$116.74	0	1221211	1650 MOWRY SQ 214
12/21/2021	296582	P	999000	AUREF	\$175.93	0	1221211	26 COSMIC LN
12/21/2021	296583	P	999000	AUREF	\$91.48	0	1221211	227 UNIVERSITY DR Apt 319
12/21/2021	296584	P	11079	AUTOZONE STORES LLC	\$197.42	0	1221211	ALTERNATOR VEH#3316 WO#64206
12/21/2021	296585	P	10009	COUNTY OF BENTON	\$20.00	0	1221211	BLA FOR PARCEL 19081000001004
12/21/2021	296586	P	11365	BIG WEST EQUIPMENT	\$8,970.86	0	1221211	CONVEYOR BELT VEH#7150 WO#6422
12/21/2021	296587	P	10859	BRAUN NORTHWEST INC	\$259,029.22	0	1221211	ONE NEW 2021 NORTHSTAR 212-5 C
12/21/2021	296588	P	10707	CABOT J DOW	\$743.75	0	1221211	LABOR RELATIONS & NEGOTIATION
12/21/2021	296589	P	11685	CARDINAL HEALTH 130, LLC	\$26.52	0	1221211	ONDANSETRON, ASPIRIN, IPRATROP
12/21/2021	296590	P	10240	CENTRAL HOSE & FITTINGS INC	\$214.35	0	1221211	HOSE ASSY VEH#7119 WO#64154
12/21/2021	296591	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$110.59	0	1221211	LONG DISTANCE 12/06/21-01/05/2
12/21/2021	296592	P	10261	CITY OF RICHLAND	\$75,520.16	0	1221211	ARPA Payment for 12/20/2021
12/21/2021	296593	P	11516	COLEMAN OIL COMPANY	\$18,783.39	0	1221211	WEEKLY CARD LOCK FUEL REPORT 1
12/21/2021	296594	P	10223	COLUMBIA RIGGING CORP	\$1,190.86	0	1221211	CROSBY EQUIPMENT REPAIR
12/21/2021	296595	P	10470	COMMERCIAL TIRE INC	\$6,301.28	0	1221211	TIRE ROTATION VEH#3345 WO#6401
12/21/2021	296596	P	11526	CORWIN OF PASCO LLC	\$668.44	0	1221211	DRIVE SHAFT VEH#2460 WO#63963
12/21/2021	296597	P	31557	BELEN DIAZ	\$15.68	0	1221211	MILEAGE NOVEMBER 2021
12/21/2021	296598	P	11981	ENVIROTECH SERVICES INC	\$8,378.34	0	1221211	34.48 TON OF CALCIUM CHLORIDE
12/21/2021	296599	P	30364	PAT EVERHAM	\$706.62	0	1221211	EVERHAM - WASTEWATER TREATMENT

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/21/2021	296600	P	10369	G & R AG PRODUCTS INC	\$387.68	0	1221211	FLOWMETER VEH#3321 WO#64047
12/21/2021	296601	P	11585	GALLS, LLC	\$17.54	0	1221211	CREDIT ON RETURNED CRUZ PANTS
12/21/2021	296602	P	10050	GENERAL PACIFIC INC	\$911.72	0	1221211	WAREHOUSE STOCK
12/21/2021	296603	P	10203	W.W. GRAINGER, INC	\$5,476.26	0	1221211	BUCKET TOOL ORGANIZER
12/21/2021	296604	P	11286	HILL INTERNATIONAL INC	\$359.66	0	1221211	Project & Const Mgmt Srvs for
12/21/2021	296605	P	31209	WALTEK II, INCORPORATED	\$3,551.50	0	1221211	SIENNA HILLS PH 2 TESTING
12/21/2021	296606	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$2,880.57	0	1221211	GENETEC SEC CTR-IP CARD ACC SY
12/21/2021	296607	P	10406	JUB ENGINEERS INC	\$492.50	0	1221211	CLEARWATER/LESLIE INTERSECTION
12/21/2021	296608	P	31585	JACKSON GROUP PETERBILT, INC.	\$132.98	0	1221211	LED CAB MRKR LIGHTS VEH#3333 W
12/21/2021	296609	P	11667	KENWORTH SALES COMPANY	\$1,062.79	0	1221211	WHEEL STUDS,GASKET, SEAL VEH#3
12/21/2021	296610	P	31681	KG FENCING LLC	\$26,424.80	0	1221211	Shop 100 Gate Project (Contrac
12/21/2021	296611	P	10432	LANGUAGE LINE SERVICES INC	\$283.55	0	1221211	TRANSLATION SERVICES 11/01-11/
12/21/2021	296612	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$97.73	0	1221211	ALIGNMENT VEH#2342 WO#62029
12/21/2021	296613	P	10262	LIFE ASSIST INC	\$3,931.29	0	1221211	ENDOTRACHEAL STYLETTE, NASAL C
12/21/2021	296614	P	10013	M & M BOLT COMPANY LLC	\$5.86	0	1221211	BOLTS VEH#3328 WO#63648
12/21/2021	296615	P	31689	McCULLOUGH HILL LEARY P.S.	\$2,132.00	0	1221211	70546-001 CITY OF RICHLAND-COL
12/21/2021	296616	P	10660	MILNE NAIL, POWER TOOL & REPAIR	\$92.30	0	1221211	DRILL DRIVER FOR SHOPS
12/21/2021	296617	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$826.19	0	1221211	TRLR HITCH LOCK PIN VEH#6544 W
12/21/2021	296618	P	31428	NATIONAL SAFETY INC	\$386.18	0	1221211	FR HI VIS SAFETY VEST
12/21/2021	296619	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$393.73	0	1221211	FILTERS VEH#3344 WO#64219
12/21/2021	296620	P	10981	OIL RE-REFINING CO	\$387.60	0	1221211	USED OIL RECYCLE/HAUL 12/20/21
12/21/2021	296621	P	10357	OXARC INC	\$46.99	0	1221211	NITROGEN
12/21/2021	296622	P	10776	PACIFIC STRAPPING INC	\$1,010.01	0	1221211	E8_E9 MISC
12/21/2021	296623	P	12238	REXEL USA, INC	\$228.70	0	1221211	CLAMP METER
12/21/2021	296624	P	10102	PASCO RANCH AND HOME INC	\$651.60	0	1221211	PUMPS VEH#6568 WO#64162
12/21/2021	296625	P	11273	ROUTEWARE INC	\$5,072.72	0	1221211	Q1 2022 SUPPORT
12/21/2021	296626	P	10536	SPRAGUE PEST SOLUTIONS	\$181.80	0	1221211	PEST CONTROL - COLLECTIONS
12/21/2021	296627	P	10393	STONEWAY ELECTRIC SUPPLY	\$99.24	0	1221211	FUSES
12/21/2021	296628	P	10961	TACOMA SCREW PRODUCTS INC	\$171.52	0	1221211	SCREWS,NUTS, WASHERS FOR SHOPS
12/21/2021	296629	P	11341	THE FAB SHOP LLC	\$626.75	0	1221211	CABLE VEH#3321 WO#64047

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/21/2021	296630	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$817.30	0	1221211	FLAT REPAIR VEH#3342 WO#64183
12/21/2021	296631	P	11911	TWG CONSULTING CORP.	\$4,000.00	0	1221211	The Wesley Group 2021 Services
12/21/2021	296632	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$655.73	0	1221211	BATTERIES VEH#7156 WO#64209
12/21/2021	296633	P	10128	THE MCCLATCHY COMPANY	\$1,150.40	0	1221211	LEGAL 103121 WMR
12/21/2021	296634	P	12160	TYLER TECHNOLOGIES, INC	\$12,000.00	0	1221211	ENTERPRISE RESOURCE PLANNING,
12/21/2021	296635	P	11175	TYNDALE ENTERPRISES INC	\$4,846.76	0	1221211	2021 FR CLOTHING PER SEATTLE C
12/21/2021	296636	P	11131	SANDRA R NINEMIRE	\$1,024.43	0	1221211	UNIFORM CLEANING SERVICES
12/21/2021	296637	P	12254	VERSALIFT NORTHWEST, LLC	\$114.82	0	1221211	BOLTS VEH#3265 WO#64226
12/21/2021	296638	P	31462	WELLABLE LLC	\$525.00	0	1221211	COR Wellness - Wellable Contra
12/21/2021	296639	P	11190	WESTERN CASCADE CONTAINER LLC	\$819.51	0	1221211	BUSHINGS,PINS VEH#3351 WO#6418
12/21/2021	296640	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$870.22	0	1221211	HOSES,THERMOSTAT,GASKET VEH#64
12/21/2021	296641	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$264.98	0	1221211	RETURNED SOLENOID VEH#3364 WO#
12/21/2021	296642	P	10194	XEROX CORPORATION	\$422.24	0	1221211	SER# 3UA-295177 LANDFILL
12/29/2021	296643	P	31684	707 PARKWAY LLC	\$8,172.00	0	1231211	CFIP APPROVED PROJECT - 707 TH
12/29/2021	296644	P	31318	A WORKSAFE SERVICE INC	\$55.00	0	1231211	DOT DRUG/ALCOHOL TESTING: J MO
12/29/2021	296645	P	10000	KBL, INC.	\$138.66	0	1231211	CHIEF JO IRRIGATION WELL
12/29/2021	296646	P	31231	ABM INDUSTRIES INC	\$252.00	0	1231211	PROUT POOL - JANITORIAL - NOVE
12/29/2021	296647	P	10838	GRIGG ENTERPRISES INC	\$610.90	0	1231211	WWL - FUSE
12/29/2021	296648	P	31688	ACTION FIRST AID INC	\$10,350.00	0	1231211	OUTDOOR AED CABINETS
12/29/2021	296649	P	31437	ADEPT TESTING OCCUPATIONAL MEDICINE LLC	\$720.00	0	1231211	PRE-EMP PHYSICALS; WAGNER, WEI
12/29/2021	296650	P	11197	LUCAS M MILLER	\$350.00	0	1231211	2021 RAILROAD CROSSING INSPECT
12/29/2021	296651	P	31695	AFFORDABLE CONSTRUCTION	\$682.95	0	1231211	REFUND-HYDRANT METER 349
12/29/2021	296652	P	999004	AMB REFUND	\$197.98	0	1231211	AMB REFUND - SECONDARY OVERPAY
12/29/2021	296653	P	999004	AMB REFUND	\$93.80	0	1231211	AMB REFUND - PATIENT OVERPAYME
12/29/2021	296654	P	999004	AMB REFUND	\$1.00	0	1231211	AMB REFUND - PATIENT OVERPAYME
12/29/2021	296655	P	10644	ANIXTER INC	\$1,524.94	0	1231211	BOLTS
12/29/2021	296656	P	10317	APOLLO SHEET METAL INC	\$2,860.80	0	1231211	QUARTERLY HVAC MAINTENANCE
12/29/2021	296657	P	31205	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	\$553.74	0	1231211	LINEN CHARGES FOR DECEMBER
12/29/2021	296658	P	10547	ARBAUGH & ASSOCIATES INC	\$3,000.00	0	1231211	CONTRACT FEES NOVEMBER 2021
12/29/2021	296659	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$3,306.87	0	1231211	ASSEMBLED HOT AIR LANCE W/HOSE

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296660	P	12435	ASPECT CONSULTING, LLC	\$3,255.00	0	1231211	COLUMBIA PARK TRAIL-LESLIE STO
12/29/2021	296661	P	999000	AUREF	\$36.86	0	1231211	2550 DUPORTAIL ST J256
12/29/2021	296662	P	999000	AUREF	\$17.27	0	1231211	2500 GEORGE WASHINGTON WAY 218
12/29/2021	296663	P	999000	AUREF	\$22.58	0	1231211	2665 KINGSGATE WAY Apt C223
12/29/2021	296664	P	999000	AUREF	\$38.57	0	1231211	2665 KINGSGATE WAY Apt C326
12/29/2021	296665	P	999000	AUREF	\$126.36	0	1231211	2607 FALCON LN
12/29/2021	296666	P	999000	AUREF	\$120.84	0	1231211	250 GAGE BLVD 4088
12/29/2021	296667	P	999000	AUREF	\$79.29	0	1231211	2513 DUPORTAIL ST Apt 201
12/29/2021	296668	P	999000	AUREF	\$94.82	0	1231211	300 COLUMBIA POINT DR H132
12/29/2021	296669	P	999000	AUREF	\$136.96	0	1231211	1512 STEVENS DR
12/29/2021	296670	P	999000	AUREF	\$20.00	0	1231211	2405 TORBETT ST
12/29/2021	296671	P	999000	AUREF	\$31.65	0	1231211	2894 SALK AVE Apt 103
12/29/2021	296672	P	999000	AUREF	\$101.50	0	1231211	3003 QUEENSGATE DR Apt 314
12/29/2021	296673	P	999000	AUREF	\$135.99	0	1231211	2100 BELLERIVE DR G109
12/29/2021	296674	P	999000	AUREF	\$113.47	0	1231211	400 SANFORD AVE
12/29/2021	296675	P	999000	AUREF	\$32.38	0	1231211	1850 STEVENS DR 214
12/29/2021	296676	P	999000	AUREF	\$2.42	0	1231211	1327 MAHAN AVE
12/29/2021	296677	P	999000	AUREF	\$198.19	0	1231211	885 STEVENS DR
12/29/2021	296678	P	999000	AUREF	\$99.47	0	1231211	803 STRANGE DR
12/29/2021	296679	P	999000	AUREF	\$6.57	0	1231211	227 UNIVERSITY DR Apt 201
12/29/2021	296680	P	999000	AUREF	\$116.85	0	1231211	2308 MURIEL CT
12/29/2021	296681	P	999000	AUREF	\$150.61	0	1231211	571 MARYSVILLE WAY
12/29/2021	296682	P	999000	AUREF	\$73.54	0	1231211	1900 STEVENS DR 214
12/29/2021	296683	P	999000	AUREF	\$8.99	0	1231211	2561 PRESTWICK DR
12/29/2021	296684	P	999000	AUREF	\$73.33	0	1231211	1310 THAYER DR
12/29/2021	296685	P	999000	AUREF	\$37.21	0	1231211	1308 THAYER DR
12/29/2021	296686	P	999000	AUREF	\$101.56	0	1231211	1300 HAUPT AVE
12/29/2021	296687	P	999000	AUREF	\$10.00	0	1231211	1607 MAHAN AVE
12/29/2021	296688	P	999000	AUREF	\$77.70	0	1231211	1537 ADAIR DR
12/29/2021	296689	P	999000	AUREF	\$10.00	0	1231211	1417 MAHAN AVE

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296690	P	999000	AUREF	\$153.02	0	1231211	4814 JODIE ST
12/29/2021	296691	P	999000	AUREF	\$84.58	0	1231211	2433 GEORGE WASHINGTON WAY 320
12/29/2021	296692	P	30312	AUST, RANDY	\$60.00	0	1231211	21-172 2021 NFA BAGGAGE REIMBU
12/29/2021	296693	P	11079	AUTOZONE STORES LLC	\$134.10	0	1231211	COOLANT VEH#6455 WO#63551
12/29/2021	296694	P	12407	AVANTECH INC	\$526.89	0	1231211	MIKE CHARBONEAU
12/29/2021	296695	P	10518	BEAVER BARK & ROCK	\$921.53	0	1231211	CREDIT PER EMAIL DATED 12/12/2
12/29/2021	296696	P	10281	BENTON COUNTY	\$151,639.88	0	1231211	CUSTODY COSTS NOVEMBER 2021
12/29/2021	296697	P	10207	BENTON COUNTY AUDITOR	\$35,209.36	0	1231211	2021 GENERAL ELECTION
12/29/2021	296698	VOID	10010	BENTON FRANKLIN HEALTH DISTRICT	\$0.00	520	1231211	VOID AFTER UPDATE 12/29/2021
12/29/2021	296699	P	10008	BENTON PUD	\$405.62	0	1231211	BADGER SUB EL SVC 11/22-12/21/
12/29/2021	296700	P	31242	BOOTH AND SONS CONSTRUCTION INC.	\$42,822.62	0	1231211	HORN RAPIDS LANDFILL SCALEHOUSE
12/29/2021	296701	P	11272	BOYD'S TREE SERVICE LLC	\$23,995.29	0	1231211	TREE PRUNING & VEGETATION MANA
12/29/2021	296702	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$119.46	0	1231211	INSTALLATION SERVICE
12/29/2021	296703	P	12229	CANON FINANCIAL SERVICES, INC	\$568.04	0	1231211	CANON-IRC5550I-XLGO4987-DECEMB
12/29/2021	296704	P	10026	CASCADE NATURAL GAS CORP	\$1,086.57	0	1231211	NATURAL GAS FOR GENERATOR SUND
12/29/2021	296705	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	1231211	110 SAINT ST - WATER DEPT
12/29/2021	296706	P	10240	CENTRAL HOSE & FITTINGS INC	\$284.67	0	1231211	HOSE ASSY VEH#3325 WO#64156
12/29/2021	296707	P	30126	NCH CORPORATION	\$1,261.93	0	1231211	E8_E9 MISC
12/29/2021	296708	P	10250	CH2O INC	\$64.49	0	1231211	BOILER TESTING WWTF - DEC '21
12/29/2021	296709	P	30045	CHARTER COMMUNICATIONS HOLDINGS, LLC	\$222.97	0	1231211	INTERNET ULTRA 12/11/21-01/10/
12/29/2021	296710	P	30116	CHRISTENSEN, INC.	\$833.61	0	1231211	SHELL GADUS S3 TO LANDFILL VEH
12/29/2021	296711	P	10261	CITY OF RICHLAND	\$5,712.16	0	1231211	21-156 BRUCE WASPC FALL CONFER
12/29/2021	296712	P	10261	CITY OF RICHLAND	\$500.00	0	1231211	HP REBATE - 726 REDWOOD LANE
12/29/2021	296713	P	31692	CLAYTON-WARD	\$687.70	0	1231211	REFUND-HYDRANT METER 389
12/29/2021	296714	P	10030	COLE INDUSTRIAL INC	\$9,929.35	0	1231211	2021 WWTF BOILER MAINTENANCE &
12/29/2021	296715	P	11516	COLEMAN OIL COMPANY	\$17,194.13	0	1231211	WEEKLY CARD LOCK FUEL 12/20-12
12/29/2021	296716	P	31676	COLUMBIA BASIN STRIPING LLC	\$10,233.99	0	1231211	Library Parking Lot Striping 4
12/29/2021	296717	P	10470	COMMERCIAL TIRE INC	\$23,588.15	0	1231211	INV MISCALCULATED - SEE CREDIT
12/29/2021	296718	P	31289	COMMUNICATIONS INTERNATIONAL INC.	\$1,777.88	0	1231211	PORTABLE RADIO VEH#2533 UPFIT
12/29/2021	296719	P	12270	COMPUNET, INC	\$1,972.00	0	1231211	WASTEWATER GATE INTERCOM INSTA

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296720	P	10509	COMPUTER DISCOUNT WAREHOUSE	\$2,410.05	0	1231211	CDWG HP DESIGNJET T2600 POSTSC
12/29/2021	296721	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$4,230.96	0	1231211	PVC CONDUIT E4_E9
12/29/2021	296722	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$103.97	0	1231211	LED LMP, PHOTO CONTROL-WESTCLI
12/29/2021	296723	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$384.31	0	1231211	RELAYS FOR BELT FILTER PRESS M
12/29/2021	296724	P	11842	CONTINENTAL DOOR CO, LLC	\$2,040.05	0	1231211	City-wide Repairs Roll-Up Door
12/29/2021	296725	P	12151	CORE & MAIN LP	\$29,237.59	0	1231211	FORD NO-LEAD FITTINGS
12/29/2021	296726	P	11526	CORWIN OF PASCO LLC	\$313,283.93	0	1231211	KIT,ORINGS VEH#5046 WO#64117
12/29/2021	296727	P	30166	CUMMINS NORTHWEST LLC	\$781.92	0	1231211	INSITE SUBSCRIPTION FOR SHOPS
12/29/2021	296728	P	11445	DAY MANAGEMENT CORPORATION	\$3,626.90	0	1231211	DRAWER VEH#2528 WO#63917
12/29/2021	296729	P	11226	DGR GRANT CONSTRUCTION INC	\$6,014.60	0	1231211	Police Firing Station Improvem
12/29/2021	296730	P	31694	DGR GRANT CONSTRUCTION	\$750.00	0	1231211	REFUND-HYDRANT METER 304
12/29/2021	296731	P	11636	DULE MEHIC	\$720.00	0	1231211	REFUND-HYDRANT METER 355
12/29/2021	296732	P	31652	ECOMODUS LLC	\$8,298.00	0	1231211	COMMERCIAL LIGHTING - 1865 BRO
12/29/2021	296733	P	11169	EFFICIENCY SOLUTIONS LLC	\$6,420.00	0	1231211	C244-17 LOAD FORECAST AND INTE
12/29/2021	296734	P	11115	ELECTRIC POWER SYSTEMS INC	\$3,223.70	0	1231211	CONTRACT #28-20; Gateway Subst
12/29/2021	296735	P	31656	RYANN ENGEL	\$1,800.00	0	1231211	BCES BRANDING
12/29/2021	296736	P	10043	THE ABY MFG GROUP INC DBA	\$960.40	0	1231211	Deputy Chief and Commander Bad
12/29/2021	296737	P	30356	JOHN T CLARY	\$300.00	0	1231211	PRE-EMP POLYGRAPH: A WEIMERSKI
12/29/2021	296738	P	11044	EWING IRRIGATION PRODUCTS INC	\$24,670.72	0	1231211	IRR- JJASON LEE VAULT REPAIR
12/29/2021	296739	P	31170	HIS DIME, LLC	\$77.63	0	1231211	DECALS VEH#4181 WO#64221
12/29/2021	296740	P	10508	FASTENAL COMPANY	\$150.85	0	1231211	HCS3/4-10X2Gr5Z BULK
12/29/2021	296741	P	10268	FEDERAL EXPRESS CORP	\$60.93	0	1231211	PRETRTMNT SAMPLE SHIP 12-13-21
12/29/2021	296742	P	10315	FERGUSON US HOLDINGS INC	\$423.32	0	1231211	SHIOPS 100 - PLUMBING PARTS
12/29/2021	296743	P	10289	FIELD INSTRUMENTS & CONTROLS INC	\$123.01	0	1231211	PARTS FOR BATTELLE L/S INTRUSI
12/29/2021	296744	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$8,832.50	0	1231211	C220-16 COSA & RATE DESIGN SUP
12/29/2021	296745	P	12450	FIRST AMERICAN TITLE INSURANCE COMPANY	\$380.10	0	1231211	TITLE REPORT - 3395 SR 240
12/29/2021	296746	P	10609	FRANKLIN PUD	\$1,102.37	0	1231211	XFRMR TESTING 10-31-21 STEVENS
12/29/2021	296747	P	31421	GARY A TUCCI	\$20,442.52	0	1231211	HRSST GENERATION NOVEMBER 2021
12/29/2021	296748	P	10050	GENERAL PACIFIC INC	\$7,982.39	0	1231211	POWER OPS CONNECTORS E4
12/29/2021	296749	P	11410	GENUINE AUTO GLASS OF TRI CITIES	\$822.53	0	1231211	WINDSHIELD VEH#2520 WO#64242

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296750	P	10203	W.W. GRAINGER, INC	\$514.50	0	1231211	RED MARKING PAINT
12/29/2021	296751	P	30413	GRAYSHIFT, LLC	\$19,548.00	0	1231211	GRAYKEY LICENSE 12/8/21-12/7/2
12/29/2021	296752	P	31398	H.W. LOCHNER INC	\$10,117.34	0	1231211	SOUTH GWW INTERSECTION IMPROVE
12/29/2021	296753	P	11109	H2 PRE-CAST INC	\$2,362.05	0	1231211	VAULTS
12/29/2021	296754	P	10046	HD FOWLER CO	\$1,710.78	0	1231211	GATE VALVE, GASKET, BOLT & NUT
12/29/2021	296755	P	30534	HEMPSTEAD, JAMES	\$62.54	0	1231211	21-178 REIMB CITIZEN CPR SUMMI
12/29/2021	296756	P	11813	HERC RENTALS INC	\$142.99	0	1231211	PROPANE, LIQUID, 9 GAL, FOR FO
12/29/2021	296757	P	10489	HERITAGE PROFESSIONAL LANDSCAPING INC	\$1,226.41	0	1231211	NOV. LANDSCAPE MAINT
12/29/2021	296758	P	10288	HJ ARNETT INDUSTRIES LLC	\$92.25	0	1231211	REPAIR - BURNDY PATRIOT CRIMPE
12/29/2021	296759	P	10294	HORIZON DISTRIBUTION INC	\$1,035.96	0	1231211	HORIZON/GRAINGER
12/29/2021	296760	P	31693	INDUSTRIAL CONSTRUCTION OF WASHINGTON	\$750.00	0	1231211	REFUND-HYDRANT METER 389
12/29/2021	296761	P	10061	INTL ASSN OF PLUMBING & MECHANICAL OFFICIALS	\$495.00	0	1231211	IAPMO MEMBERSHIP RENEWAL
12/29/2021	296762	P	10496	ITRON INC	\$90,761.21	0	1231211	CREDIT ON 601866 - PAID INVOIC
12/29/2021	296763	P	10406	JUB ENGINEERS INC	\$8,918.50	0	1231211	2021 LARGE DIAMETER SEWER CLEA
12/29/2021	296764	P	31395	JACOBS ENGINEERING GROUP INC.	\$5,416.13	0	1231211	SR240/AARON INTERCHANGE IMPROV
12/29/2021	296765	P	31623	KELLER ASSOCIATES INC	\$40,143.75	0	1231211	TAPTEAL BOOSTER PUMP STATION &
12/29/2021	296766	P	11667	KENWORTH SALES COMPANY	\$942.86	0	1231211	BRAKES VEH#3337 WO#64210
12/29/2021	296767	P	10324	LAMPSON INTERNATIONAL LLC	\$16,773.27	0	1231211	GATEWAY SUBSTATION EQUIPMENT T
12/29/2021	296768	P	11199	LIBERTY LAWN & SAW SHOP	\$129.16	0	1231211	CARB, COIL, CAP VEH#0030 WO#6398
12/29/2021	296769	P	11189	LIBRARY IDEAS LLC	\$93.95	0	1231211	VOX BOOK ORDER - CHILDREN'S DE
12/29/2021	296770	P	10262	LIFE ASSIST INC	\$1,095.58	0	1231211	GLUCOSE MONITOR, IV SETS, TOUR
12/29/2021	296771	P	10319	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$29,033.58	0	1231211	LK030278 Premiums - December
12/29/2021	296772	P	10298	LN CURTIS & SONS	\$3,208.04	0	1231211	Armor - Cmdr Schwarwarder, M. Smi
12/29/2021	296773	P	30764	LOGAN, HOLLIE	\$2,000.00	0	1231211	TUITION REIMBURSEMENT: ANNUAL
12/29/2021	296774	P	31690	LONI'S SIGN SERVICE INC	\$1,585.56	0	1231211	STEP & REPEAT/CANOPY TENT
12/29/2021	296775	P	10463	LUDLUM MEASUREMENTS INC	\$1,179.40	0	1231211	CALIBRATE LUDLUM 12 INSTRUMENT
12/29/2021	296776	P	30892	MAGNUM POWER LLC	\$311,269.94	0	1231211	215-21 GATEWAY SUBSTATION CONS
12/29/2021	296777	P	10316	MCDONALD & ASSOCIATES INC	\$162.90	0	1231211	STOCK - SHOPS 100 TOP SOIL
12/29/2021	296778	P	31158	MEADOW SPRINGS COUNTRY CLUB	\$700.00	0	1231211	COMMERCIAL THERMOSTAT REBATE -
12/29/2021	296779	P	10358	MOON SECURITY SERVICES INC	\$276.61	0	1231211	STATION 75 - INSTALL

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296780	P	10371	MOTOROLA SOLUTIONS INC	\$3,257.94	0	1231211	Encryption for SWAT radios
12/29/2021	296781	P	12494	MURRAYSMITH, INC	\$38,996.50	0	1231211	WWTF AERATION BASIN #2 RETROFI
12/29/2021	296782	P	11124	MYERS POWER PRODUCTS INC	\$13,283.45	0	1231211	PURCHASE CONTRACT 322-20; META
12/29/2021	296783	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$2,457.14	0	1231211	PINTLE HITCH VEH#2394 WO#64233
12/29/2021	296784	P	31682	EMILY NICOARA	\$185.00	0	1231211	EMILY - REDBACK BOOTS
12/29/2021	296785	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$93.28	0	1231211	FILTER VEH#3339 WO#63365
12/29/2021	296786	P	10091	NORTHWEST PUBLIC POWER ASSOCIATION	\$215.00	0	1231211	JOURNEY LINEWORKER RECRUITMENT
12/29/2021	296787	P	10908	NORTHWEST SIGN RECYCLING LLC	\$214.56	0	1231211	HYDROSTRIPPING SIGNS
12/29/2021	296788	P	11710	CORWIN COMPANY INC	\$229.68	0	1231211	SILT FENCE - ORANGE & BLACK
12/29/2021	296789	P	12460	OFFICE DEPOT LLC	\$10.34	0	1231211	RED MARKERS - SHORT ON CC ORDE
12/29/2021	296790	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$1,788.00	0	1231211	PRE EMP PHYS/BOMB SQUAD PHYS
12/29/2021	296791	P	10357	OXARC INC	\$327.95	0	1231211	MEDICAL OXYGEN
12/29/2021	296792	P	10476	PAINTMASTER SERVICES INC	\$6,113.20	0	1231211	Exterior Painting at Fire Stat
12/29/2021	296793	P	31206	CI - PW LLC	\$48.26	0	1231211	WWTF H/C DISP RENT 5 GAL H2O
12/29/2021	296794	P	10862	PARAMETRIX INC	\$4,619.77	0	1231211	2021 ENVIRONMENTAL MONITORING,
12/29/2021	296795	P	999002	PERMIT REFUND	\$23.04	0	1231211	1477 Chardonnay Dr-Refund canc
12/29/2021	296796	P	999002	PERMIT REFUND	\$380.00	0	1231211	Refund-BSP2021-103-2533 Logan
12/29/2021	296797	P	999002	PERMIT REFUND	\$140.00	0	1231211	BSP2021-103_2533 Logan St_with
12/29/2021	296798	P	999002	PERMIT REFUND	\$200.00	0	1231211	Refund - Reborn Bike SUL - 134
12/29/2021	296799	P	10456	PERMIT SURVEYING INC	\$1,500.00	0	1231211	2021 General Surveying Service
12/29/2021	296800	P	12238	REXEL USA, INC	\$12,512.94	0	1231211	FIBER OPTIC CABLE QUOTE #21-00
12/29/2021	296801	P	11026	POCKETINET COMMUNICATIONS INC	\$770.00	0	1231211	INTERNET SERVICES 01/01-01/31/
12/29/2021	296802	P	11994	PROFESSIONAL SALES AND SERVICE LC	\$701.80	0	1231211	OUTLET COVERS VEH#5053 WO#6414
12/29/2021	296803	P	31049	PROFIBER, LLC	\$2,573.82	0	1231211	PRO FIBER SUB-STATION FIBERS
12/29/2021	296804	P	31210	LEPS-PSS, PLLC	\$1,445.00	0	1231211	SAR & POST-COE PSYCH EVAL: (7)
12/29/2021	296805	P	31685	RETAIL STRATEGIES LLC	\$15,000.00	0	1231211	REAL ESTATE & MARKET ANALYSIS
12/29/2021	296806	P	10857	ROGER G WRIGHT	\$5,040.00	0	1231211	2020 ENGINEERING SERVICES - 14
12/29/2021	296807	P	11012	RH2 ENGINEERING INC	\$10,879.14	0	1231211	N RHLD UV FACILITY - EQUIP UPG
12/29/2021	296808	P	12318	RINGOLD EMBROIDERY	\$545.55	0	1231211	BEANIE EMBROIDERY, HOOD, NAME
12/29/2021	296809	P	10647	RIVER CITY TOWING INC	\$97.74	0	1231211	TOW CHARGE

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296810	P	30495	ROGALSKY, PETER	\$327.72	0	1231211	WHUF BRIEFING MTG-TACOMA
12/29/2021	296811	P	10488	SAN DIEGO POLICE EQUIPMENT CO	\$2,345.55	0	1231211	SWAT Ammo
12/29/2021	296812	P	31565	SANDOLLAR LLC	\$3,250.00	0	1231211	APPRAISAL FEE - 330 BRADLEY BL
12/29/2021	296813	P	11347	SANDY'S TROPHIES INC	\$122.72	0	1231211	RETIREMENT PLAQUE - T LARCHE
12/29/2021	296814	P	10311	SEA WESTERN INC	\$51.65	0	1231211	WITT HAIX BOOTS RETURN
12/29/2021	296815	P	10410	SHANNON & WILSON INC	\$36.10	0	1231211	FORMER SHOPS MITIGATION
12/29/2021	296816	P	10270	SIEFKEN & SONS CONSTRUCTION INC	\$65,011.28	0	1231211	Claybell Pickleball Courts Rep
12/29/2021	296817	P	10334	SIRCHIE FINGER PRINT LABORATORIES	\$342.06	0	1231211	EVIDENCE BOXES
12/29/2021	296818	P	30632	JOSHUA SMITH	\$1,317.74	0	1231211	21-179 REIMB CITIZEN CPR SUMMI
12/29/2021	296819	P	10440	SOLID WASTE SYSTEMS INC	\$2,468.89	0	1231211	ASSY ROLLER VEH#3363 WO#63760
12/29/2021	296820	P	11493	PICARD CORPORATION	\$3,657.35	0	1231211	BULK SALT FOR WWTF AND WTF DEL
12/29/2021	296821	P	31691	STONECREST BUILDERS	\$720.00	0	1231211	REFUND-HYDRANT METER 393
12/29/2021	296822	P	11612	STRADLING YOCCA CARLSON & RAUTH,	\$40,950.00	0	1231211	2021 EL BOND ISSUANCE LEGAL SU
12/29/2021	296823	P	10894	STRYKER SALES CORPORATION	\$1,370.76	0	1231211	COT REPAIR - IVY POLE ASSEMBLY
12/29/2021	296824	P	10913	STUDDARD, DOUG	\$102.00	0	1231211	REIMB D STUDDARD CDL
12/29/2021	296825	P	10961	TACOMA SCREW PRODUCTS INC	\$626.69	0	1231211	PINS VEH#3313 WO#64083
12/29/2021	296826	P	10481	WEST PUBLISHING CORPORATION	\$2,421.98	0	1231211	ONLINE/SOFTWARE SUBSCRIPTION C
12/29/2021	296827	P	10442	TITAN TRUCK EQUIPMENT	\$2,047.22	0	1231211	PADS VEH#3294 WO#64229
12/29/2021	296828	P	31640	BRENT L HOUSE	\$5,625.00	0	1231211	COVID-19 TESTING - EMS EMPLOYEE
12/29/2021	296829	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$3,814.52	0	1231211	ROLL UP SIGNS/SAFLECTOR
12/29/2021	296830	P	10187	TRANS UNION LLC	\$65.16	0	1231211	CREDIT REPORT - NOVEMBER FEE
12/29/2021	296831	P	10861	TRICOMP INC	\$820.00	0	1231211	DECEMBER ADVERTISING
12/29/2021	296832	P	12160	TYLER TECHNOLOGIES, INC	\$3,003.14	0	1231211	ENTERPRISE RESOURCE PLANNING,
12/29/2021	296833	P	10793	UPTOWN BUSINESS IMPROVEMENT DISTRICT BOARD	\$997.61	0	1231211	APPROVED BLRF PROJECT - ALLEY
12/29/2021	296834	P	10512	US BANK N A	\$365.00	0	1231211	NOVEMBER 2021 POOLED INVESTMEN
12/29/2021	296835	P	31326	E SOURCE COMPANIES LLC	\$16,960.00	0	1231211	C95-19 SMART GRID PROGRAM MANA
12/29/2021	296836	P	30832	MICHAEL VAN BEEK	\$62.54	0	1231211	21-177 REIMB CITIZEN CPR SUMMI
12/29/2021	296837	P	10145	WESCO DISTRIBUTION INC	\$1,590.56	0	1231211	POWER OPS CT
12/29/2021	296838	P	10839	MICHAEL E WEST ENTERPRISES, INC.	\$80.91	0	1231211	DRILL BITS, EDGER, ANGLE ADAPT
12/29/2021	296839	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$470.20	0	1231211	STARTER VEH#3337 WO#64210

Accounts Payable Checks

12/1/2021 - 12/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
12/29/2021	296840	P	10314	WHITNEY EQUIPMENT COMPANY INC	\$4,662.31	0	1231211	DUPORTAIL L/S FLYGT PUMP REPAI
12/29/2021	296841	P	31683	JONATHON WITT	\$384.67	0	1231211	WITT - HAIX AIRPOWER XR1 PRO B
12/29/2021	296842	P	10194	XEROX CORPORATION	\$1,411.63	0	1231211	2PA-604396 NOVEMBER 2021 COPIE
					\$5,290,616.51			

Accounts Payable Wires 12/1/2021 - 12/31/2021

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
12/01/2021	8838	5,236,046.73	US BANK ST PAUL	DEBT SERVICE - DEC 2021	W
12/02/2021	8839	4,254.65	PAYMENT PROCESSING INC	Landfill Merchant Services Fee	W
12/02/2021	8840	52.41	BANK OF AMERICA	Library Merchant Service Fees	W
12/03/2021	8841	7,386,195.56	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1923	W
12/07/2021	8842	171,091.18	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 11/26-12/05/21	W
12/07/2021	8843	2,612.40	4MYBENEFITS, INC	December 2021 Admin Fees	W
12/07/2021	8844	2,624.89	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 12/06/21	W
12/08/2021	8845	905.00	WASHINGTON STATE TREASURER	STATE SHARE OF CPL	W
12/14/2021	8846	194,433.02	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 12/6-12/12/21	W
12/14/2021	8847	28,003.42	TRISTAR CLAIMS MANAGEMENT SERVICES INC	November 2021 Claims	W
12/14/2021	8848	698.85	PLANSOURCE BENEFITS ADMINISTRATION, INC	December Admin Fees	W
12/10/2021	8849	58,009.46	RICHLAND GOLF MANAGEMENT CORPORATION	CPGC Op Reimb - 11/21	W
12/10/2021	8850	400.00	NW INTERGOVERNMENTAL ENERGY SUPPLY	REC Management Services Nov 20	W
12/13/2021	8851	146,832.00	NW INTERGOVERNMENTAL ENERGY SUPPLY	TransAlta Purchase FY2022-Febr	W
12/14/2021	8852	1,930.75	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 12/13/21	W
12/14/2021	8853	594,551.27	US BANK N A	REV #735389YW2-2.971% (05/25)	W
12/14/2021	8854	1,012,193.67	US BANK N A	REV #389532KG6-1.644% (07/26)	W
12/15/2021	8855	2,000,000.00	US BANK N A	fh1b #3130apxm2-1.50% (12/26)	W
12/16/2021	8856	2,232,980.00	US BANK N A	GO #93974CPKO-4.763% (08/24)	W
12/20/2021	8857	33,247.64	PAYMENTUS CORPORATION	Merchant Services Fees	W
12/28/2021	8858	327,642.16	WA STATE DEPARTMENT OF REVENUE	COMBINED EXCISE TAX-NOVEMBER 2	W
12/27/2021	8859	142,491.97	BANK OF AMERICA	NOVEMBER 2021 PCARD 4715290006	W
12/21/2021	8860	182,982.21	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 12/13/21-12/19/	W
12/21/2021	8861	16,226.00	CIGNA HEALTH AND LIFE INSURANCE COMPANY	December 2021 Admin Fees	W
12/21/2021	8862	736.06	MAGELLAN HEALTHCARE INC	December 2021 EAP Premium	W
12/21/2021	8863	367.50	A.W. REHN & ASSOCIATES INC	October 2021 Admin Fees	W
12/21/2021	8864	372.75	A.W. REHN & ASSOCIATES INC	November 2021 Admin Fee	W
12/24/2021	8865	62,280.19	QBE INSURANCE CORPORATION	December 2021 Stop Loss	W
12/24/2021	8866	123,566.96	LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS	January 2022 Premium	W
12/20/2021	8867	8,949.48	VISION SERVICE PLAN (WA)	Monthly Invoice Dec-21	W
12/21/2021	8868	1,570.60	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA Deduction on 12/20/21	W

Accounts Payable Wires 12/1/2021 - 12/31/2021

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
12/28/2021	8869	2,628.39	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 12/27/21	W
12/30/2021	8870	243,260.09	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 12/20-12/26/21	W
12/30/2021	8871	3,698.00	TRISTAR CLAIMS MANAGEMENT SERVICES INC	December 2021 Admin Fees	W
12/30/2021	8872	2,000,000.00	US BANK N A	FHLB #3130AQ5Q2-1.50% (12/26)	W
12/31/2021	8876	2,783.56	PAYMENT PROCESSING INC	Landfill Merchant Services Fee	W
12/31/2021	8877	1,194.00	DEPT OF LICENSING	Firearms Online Payment for Concealed Pistol Licenses	W
12/31/2021	8878	43.15	BANK OF AMERICA	Library Merchant Service Fees	W
12/31/2021	8879	1,780,179.27	US BANK SAFEKEEPING	GO #387883YK1-2.237% (01/27)	W
12/31/2021	8879-1	1,510,987.28	US BANK SAFEKEEPING	GO #387874YJ3-2.281% (01/27)	W
TOTAL WIRE		\$25,519,022.52			

Payroll Wires and ACH 12/1/2021 thru 12/31/2021

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
12/09/2021	12456	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$281.54	
12/09/2021	12457	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$300,847.06	
12/09/2021	12458	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$192,783.87	
12/09/2021	12459	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$6,775.01	
12/09/2021	12460	10573	A.W. REHN & ASSOCIATES INC	\$24,937.50	
12/09/2021	12461	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$7,404.62	
12/09/2021	12462	10696	UNITED STATES TREASURY	\$384,698.88	
12/09/2021	12463	10698	RICHLAND POLICE GUILD	\$8,193.00	
12/09/2021	12464	10699	IUOE LOCAL #280	\$7,167.00	
12/09/2021	12465	10700	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	\$3,904.40	
12/09/2021	12466	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,081.40	
12/09/2021	12467	10702	DIVISION OF CHILD SUPPORT	\$5,070.81	
12/09/2021	12468	10736	CITY OF RICHLAND	\$5,908.17	
12/09/2021	12469	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,279.47	
12/09/2021	12470	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$527,083.17	
12/09/2021	12471	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,932.33	
12/09/2021	12472	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$24,652.03	
12/09/2021	12473	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,700.09	
12/09/2021	12474	10787	CITY OF RICHLAND CIGNA LIFE	\$10,217.85	
12/09/2021	12475	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$2,162.30	
12/09/2021	12476	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,769.02	
12/09/2021	12477	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$160.00	
12/09/2021	12478	10791	CITY OF RICHLAND ER POST RETIREMENT	\$67,392.00	
12/09/2021	12479	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$26,208.00	
12/09/2021	12480	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$34,508.23	
12/09/2021	12481	31627	PROVIDENT LIFE	\$5,870.60	
			EFFECTIVE DATE TOTAL	\$1,658,988.35	
12/21/2021	12491	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,694.82	
			EFFECTIVE DATE TOTAL	\$1,694.82	
12/22/2021	12482	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$283.50	
12/22/2021	12483	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$282,814.64	
12/22/2021	12484	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$170,301.64	
12/22/2021	12485	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$6,198.25	
12/22/2021	12486	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$7,404.62	
12/22/2021	12487	10696	UNITED STATES TREASURY	\$360,356.75	

Payroll Wires and ACH 12/1/2021 thru 12/31/2021

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
12/22/2021	12488	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,055.77	
12/22/2021	12489	10702	DIVISION OF CHILD SUPPORT	\$5,070.81	
12/22/2021	12490	10736	CITY OF RICHLAND	\$5,901.38	
12/22/2021	12492	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$467,085.30	
12/22/2021	12493	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,876.05	
12/22/2021	12494	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$33,573.63	
12/22/2021	12495	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,698.43	
12/22/2021	12496	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$5.25	
12/22/2021	12497	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$31,332.76	
12/22/2021	12498	31408	AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS	\$4,212.54	
12/22/2021	12499	31409	NATIONWIDE	\$149.78	
12/22/2021	12500	31410	ARAG	\$605.25	
12/22/2021	12501	31411	ALLSTATE	\$616.50	
12/22/2021	12502	31627	PROVIDENT LIFE	\$5,870.60	
12/22/2021	12503	11329	HRA VEBA TPA	\$39,189.43	
			EFFECTIVE DATE TOTAL	\$1,430,602.88	
12/30/2021	12504	10696	UNITED STATES TREASURY	\$1,015.74	
			EFFECTIVE DATE TOTAL	\$1,015.74	
Total			WIRE TOTAL FOR SELECTED TIME PERIOD	\$3,092,301.79	

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187121		0		\$4472.00	0
PAYROLL - 2021-12-09	12/9/2021	187122		0		\$987.06	0
PAYROLL - 2021-12-09	12/9/2021	187123		0		\$2271.55	0
PAYROLL - 2021-12-09	12/9/2021	187124		0		\$1389.29	0
PAYROLL - 2021-12-09	12/9/2021	187125		0		\$1898.51	0
PAYROLL - 2021-12-09	12/9/2021	187126		0		\$4547.04	0
PAYROLL - 2021-12-09	12/9/2021	187127		0		\$2271.66	0
PAYROLL - 2021-12-09	12/9/2021	187128		0		\$1459.24	0
PAYROLL - 2021-12-09	12/9/2021	187129		0		\$2007.70	0
PAYROLL - 2021-12-09	12/9/2021	187130		0		\$2374.66	0
PAYROLL - 2021-12-09	12/9/2021	187131		0		\$1264.81	0
PAYROLL - 2021-12-09	12/9/2021	187132		0		\$3939.92	0
PAYROLL - 2021-12-09	12/9/2021	187133		0		\$2332.16	0
PAYROLL - 2021-12-09	12/9/2021	187134		0		\$5843.40	0
PAYROLL - 2021-12-09	12/9/2021	187135		0		\$3647.60	0
PAYROLL - 2021-12-09	12/9/2021	187136		0		\$1771.57	0
PAYROLL - 2021-12-09	12/9/2021	187137		0		\$1782.81	0
PAYROLL - 2021-12-09	12/9/2021	187138		0		\$1169.06	0
PAYROLL - 2021-12-09	12/9/2021	187139		0		\$1825.30	0
PAYROLL - 2021-12-09	12/9/2021	187140		0		\$1824.52	0
PAYROLL - 2021-12-09	12/9/2021	187141		0		\$2490.26	0
PAYROLL - 2021-12-09	12/9/2021	187142		0		\$2498.97	0
PAYROLL - 2021-12-09	12/9/2021	187143		0		\$1086.40	0
PAYROLL - 2021-12-09	12/9/2021	187144		0		\$1532.36	0
PAYROLL - 2021-12-09	12/9/2021	187145		0		\$1394.39	0
PAYROLL - 2021-12-09	12/9/2021	187146		0		\$1655.71	0
PAYROLL - 2021-12-09	12/9/2021	187147		0		\$1170.64	0
PAYROLL - 2021-12-09	12/9/2021	187148		0		\$1583.21	0
PAYROLL - 2021-12-09	12/9/2021	187149		0		\$1476.47	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187150		0		\$1296.82	0
PAYROLL - 2021-12-09	12/9/2021	187151		0		\$1821.86	0
PAYROLL - 2021-12-09	12/9/2021	187152		0		\$754.90	0
PAYROLL - 2021-12-09	12/9/2021	187153		0		\$1702.71	0
PAYROLL - 2021-12-09	12/9/2021	187154		0		\$1683.40	0
PAYROLL - 2021-12-09	12/9/2021	187155		0		\$1309.83	0
PAYROLL - 2021-12-09	12/9/2021	187156		0		\$1629.36	0
PAYROLL - 2021-12-09	12/9/2021	187157		0		\$1530.70	0
PAYROLL - 2021-12-09	12/9/2021	187158		0		\$1146.53	0
PAYROLL - 2021-12-09	12/9/2021	187159		0		\$1634.43	0
PAYROLL - 2021-12-09	12/9/2021	187160		0		\$1559.17	0
PAYROLL - 2021-12-09	12/9/2021	187161		0		\$1795.87	0
PAYROLL - 2021-12-09	12/9/2021	187162		0		\$2202.81	0
PAYROLL - 2021-12-09	12/9/2021	187163		0		\$1922.62	0
PAYROLL - 2021-12-09	12/9/2021	187164		0		\$1161.56	0
PAYROLL - 2021-12-09	12/9/2021	187165		0		\$1436.19	0
PAYROLL - 2021-12-09	12/9/2021	187166		0		\$2033.10	0
PAYROLL - 2021-12-09	12/9/2021	187167		0		\$4576.70	0
PAYROLL - 2021-12-09	12/9/2021	187168		0		\$2345.87	0
PAYROLL - 2021-12-09	12/9/2021	187169		0		\$2320.24	0
PAYROLL - 2021-12-09	12/9/2021	187170		0		\$4247.26	0
PAYROLL - 2021-12-09	12/9/2021	187171		0		\$1395.26	0
PAYROLL - 2021-12-09	12/9/2021	187172		0		\$1332.18	0
PAYROLL - 2021-12-09	12/9/2021	187173		0		\$1526.21	0
PAYROLL - 2021-12-09	12/9/2021	187174		0		\$1849.47	0
PAYROLL - 2021-12-09	12/9/2021	187175		0		\$1395.47	0
PAYROLL - 2021-12-09	12/9/2021	187176		0		\$1424.44	0
PAYROLL - 2021-12-09	12/9/2021	187177		0		\$2527.68	0
PAYROLL - 2021-12-09	12/9/2021	187178		0		\$1497.17	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187179		0		\$2348.17	0
PAYROLL - 2021-12-09	12/9/2021	187180		0		\$1339.21	0
PAYROLL - 2021-12-09	12/9/2021	187181		0		\$1332.34	0
PAYROLL - 2021-12-09	12/9/2021	187182		0		\$1474.59	0
PAYROLL - 2021-12-09	12/9/2021	187183		0		\$2008.99	0
PAYROLL - 2021-12-09	12/9/2021	187184		0		\$2150.94	0
PAYROLL - 2021-12-09	12/9/2021	187185		0		\$1843.41	0
PAYROLL - 2021-12-09	12/9/2021	187186		0		\$3079.94	0
PAYROLL - 2021-12-09	12/9/2021	187187		0		\$2388.68	0
PAYROLL - 2021-12-09	12/9/2021	187188		0		\$1608.67	0
PAYROLL - 2021-12-09	12/9/2021	187189		0		\$1424.35	0
PAYROLL - 2021-12-09	12/9/2021	187190		0		\$1209.12	0
PAYROLL - 2021-12-09	12/9/2021	187191		0		\$1920.73	0
PAYROLL - 2021-12-09	12/9/2021	187192		0		\$1808.77	0
PAYROLL - 2021-12-09	12/9/2021	187193		0		\$1525.04	0
PAYROLL - 2021-12-09	12/9/2021	187194		0		\$1509.47	0
PAYROLL - 2021-12-09	12/9/2021	187195		0		\$1888.73	0
PAYROLL - 2021-12-09	12/9/2021	187196		0		\$1389.29	0
PAYROLL - 2021-12-09	12/9/2021	187197		0		\$1630.60	0
PAYROLL - 2021-12-09	12/9/2021	187198		0		\$1815.10	0
PAYROLL - 2021-12-09	12/9/2021	187199		0		\$1393.68	0
PAYROLL - 2021-12-09	12/9/2021	187200		0		\$1826.04	0
PAYROLL - 2021-12-09	12/9/2021	187201		0		\$1845.09	0
PAYROLL - 2021-12-09	12/9/2021	187202		0		\$1040.58	0
PAYROLL - 2021-12-09	12/9/2021	187203		0		\$5375.82	0
PAYROLL - 2021-12-09	12/9/2021	187204		0		\$158.19	0
PAYROLL - 2021-12-09	12/9/2021	187205		0		\$726.67	0
PAYROLL - 2021-12-09	12/9/2021	187206		0		\$1801.53	0
PAYROLL - 2021-12-09	12/9/2021	187207		0		\$686.72	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187208		0		\$1668.33	0
PAYROLL - 2021-12-09	12/9/2021	187209		0		\$654.04	0
PAYROLL - 2021-12-09	12/9/2021	187210		0		\$156.74	0
PAYROLL - 2021-12-09	12/9/2021	187211		0		\$1353.88	0
PAYROLL - 2021-12-09	12/9/2021	187212		0		\$1292.48	0
PAYROLL - 2021-12-09	12/9/2021	187213		0		\$106.59	0
PAYROLL - 2021-12-09	12/9/2021	187214		0		\$701.41	0
PAYROLL - 2021-12-09	12/9/2021	187215		0		\$2091.83	0
PAYROLL - 2021-12-09	12/9/2021	187216		0		\$1061.72	0
PAYROLL - 2021-12-09	12/9/2021	187217		0		\$2285.67	0
PAYROLL - 2021-12-09	12/9/2021	187218		0		\$112.84	0
PAYROLL - 2021-12-09	12/9/2021	187219		0		\$1404.08	0
PAYROLL - 2021-12-09	12/9/2021	187220		0		\$125.37	0
PAYROLL - 2021-12-09	12/9/2021	187221		0		\$150.46	0
PAYROLL - 2021-12-09	12/9/2021	187222		0		\$1429.76	0
PAYROLL - 2021-12-09	12/9/2021	187223		0		\$150.46	0
PAYROLL - 2021-12-09	12/9/2021	187224		0		\$4200.16	0
PAYROLL - 2021-12-09	12/9/2021	187225		0		\$150.46	0
PAYROLL - 2021-12-09	12/9/2021	187226		0		\$702.79	0
PAYROLL - 2021-12-09	12/9/2021	187227		0		\$705.91	0
PAYROLL - 2021-12-09	12/9/2021	187228		0		\$112.84	0
PAYROLL - 2021-12-09	12/9/2021	187229		0		\$1188.15	0
PAYROLL - 2021-12-09	12/9/2021	187230		0		\$2220.81	0
PAYROLL - 2021-12-09	12/9/2021	187231		0		\$2612.08	0
PAYROLL - 2021-12-09	12/9/2021	187232		0		\$1616.33	0
PAYROLL - 2021-12-09	12/9/2021	187233		0		\$1829.71	0
PAYROLL - 2021-12-09	12/9/2021	187234		0		\$1816.25	0
PAYROLL - 2021-12-09	12/9/2021	187235		0		\$1793.87	0
PAYROLL - 2021-12-09	12/9/2021	187236		0		\$2293.34	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187237		0		\$2048.74	0
PAYROLL - 2021-12-09	12/9/2021	187238		0		\$2907.13	0
PAYROLL - 2021-12-09	12/9/2021	187239		0		\$2164.64	0
PAYROLL - 2021-12-09	12/9/2021	187240		0		\$1692.72	0
PAYROLL - 2021-12-09	12/9/2021	187241		0		\$1661.10	0
PAYROLL - 2021-12-09	12/9/2021	187242		0		\$1642.84	0
PAYROLL - 2021-12-09	12/9/2021	187243		0		\$1602.10	0
PAYROLL - 2021-12-09	12/9/2021	187244		0		\$1753.79	0
PAYROLL - 2021-12-09	12/9/2021	187245		0		\$2032.32	0
PAYROLL - 2021-12-09	12/9/2021	187246		0		\$1523.24	0
PAYROLL - 2021-12-09	12/9/2021	187247		0		\$1920.96	0
PAYROLL - 2021-12-09	12/9/2021	187248		0		\$1652.68	0
PAYROLL - 2021-12-09	12/9/2021	187249		0		\$2507.99	0
PAYROLL - 2021-12-09	12/9/2021	187250		0		\$1682.19	0
PAYROLL - 2021-12-09	12/9/2021	187251		0		\$1865.56	0
PAYROLL - 2021-12-09	12/9/2021	187252		0		\$1464.64	0
PAYROLL - 2021-12-09	12/9/2021	187253		0		\$2926.83	0
PAYROLL - 2021-12-09	12/9/2021	187254		0		\$1306.05	0
PAYROLL - 2021-12-09	12/9/2021	187255		0		\$1562.26	0
PAYROLL - 2021-12-09	12/9/2021	187256		0		\$2562.31	0
PAYROLL - 2021-12-09	12/9/2021	187257		0		\$1595.81	0
PAYROLL - 2021-12-09	12/9/2021	187258		0		\$2432.65	0
PAYROLL - 2021-12-09	12/9/2021	187259		0		\$1800.32	0
PAYROLL - 2021-12-09	12/9/2021	187260		0		\$2716.47	0
PAYROLL - 2021-12-09	12/9/2021	187261		0		\$2345.40	0
PAYROLL - 2021-12-09	12/9/2021	187262		0		\$1868.88	0
PAYROLL - 2021-12-09	12/9/2021	187263		0		\$3966.42	0
PAYROLL - 2021-12-09	12/9/2021	187264		0		\$3640.91	0
PAYROLL - 2021-12-09	12/9/2021	187265		0		\$1930.47	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187266		0		\$3172.14	0
PAYROLL - 2021-12-09	12/9/2021	187267		0		\$3415.75	0
PAYROLL - 2021-12-09	12/9/2021	187268		0		\$2978.91	0
PAYROLL - 2021-12-09	12/9/2021	187269		0		\$3771.74	0
PAYROLL - 2021-12-09	12/9/2021	187270		0		\$3860.73	0
PAYROLL - 2021-12-09	12/9/2021	187271		0		\$5522.19	0
PAYROLL - 2021-12-09	12/9/2021	187272		0		\$4490.17	0
PAYROLL - 2021-12-09	12/9/2021	187273		0		\$2996.17	0
PAYROLL - 2021-12-09	12/9/2021	187274		0		\$3206.02	0
PAYROLL - 2021-12-09	12/9/2021	187275		0		\$3026.10	0
PAYROLL - 2021-12-09	12/9/2021	187276		0		\$5069.86	0
PAYROLL - 2021-12-09	12/9/2021	187277		0		\$3219.82	0
PAYROLL - 2021-12-09	12/9/2021	187278		0		\$2996.69	0
PAYROLL - 2021-12-09	12/9/2021	187279		0		\$3744.81	0
PAYROLL - 2021-12-09	12/9/2021	187280		0		\$3626.12	0
PAYROLL - 2021-12-09	12/9/2021	187281		0		\$3853.58	0
PAYROLL - 2021-12-09	12/9/2021	187282		0		\$5152.57	0
PAYROLL - 2021-12-09	12/9/2021	187283		0		\$3264.25	0
PAYROLL - 2021-12-09	12/9/2021	187284		0		\$3658.04	0
PAYROLL - 2021-12-09	12/9/2021	187285		0		\$3112.40	0
PAYROLL - 2021-12-09	12/9/2021	187286		0		\$3112.78	0
PAYROLL - 2021-12-09	12/9/2021	187287		0		\$6087.77	0
PAYROLL - 2021-12-09	12/9/2021	187288		0		\$2012.46	0
PAYROLL - 2021-12-09	12/9/2021	187289		0		\$4708.88	0
PAYROLL - 2021-12-09	12/9/2021	187290		0		\$2750.27	0
PAYROLL - 2021-12-09	12/9/2021	187291		0		\$2758.80	0
PAYROLL - 2021-12-09	12/9/2021	187292		0		\$3789.17	0
PAYROLL - 2021-12-09	12/9/2021	187293		0		\$3584.91	0
PAYROLL - 2021-12-09	12/9/2021	187294		0		\$7267.56	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187295		0		\$3384.14	0
PAYROLL - 2021-12-09	12/9/2021	187296		0		\$2351.29	0
PAYROLL - 2021-12-09	12/9/2021	187297		0		\$3709.39	0
PAYROLL - 2021-12-09	12/9/2021	187298		0		\$2173.37	0
PAYROLL - 2021-12-09	12/9/2021	187299		0		\$3826.33	0
PAYROLL - 2021-12-09	12/9/2021	187300		0		\$3494.06	0
PAYROLL - 2021-12-09	12/9/2021	187301		0		\$4520.77	0
PAYROLL - 2021-12-09	12/9/2021	187302		0		\$4202.71	0
PAYROLL - 2021-12-09	12/9/2021	187303		0		\$4512.62	0
PAYROLL - 2021-12-09	12/9/2021	187304		0		\$1459.42	0
PAYROLL - 2021-12-09	12/9/2021	187305		0		\$3707.19	0
PAYROLL - 2021-12-09	12/9/2021	187306		0		\$2639.55	0
PAYROLL - 2021-12-09	12/9/2021	187307		0		\$2683.11	0
PAYROLL - 2021-12-09	12/9/2021	187308		0		\$2914.85	0
PAYROLL - 2021-12-09	12/9/2021	187309		0		\$4960.93	0
PAYROLL - 2021-12-09	12/9/2021	187310		0		\$3184.59	0
PAYROLL - 2021-12-09	12/9/2021	187311		0		\$3818.77	0
PAYROLL - 2021-12-09	12/9/2021	187312		0		\$3226.80	0
PAYROLL - 2021-12-09	12/9/2021	187313		0		\$6166.18	0
PAYROLL - 2021-12-09	12/9/2021	187314		0		\$3044.49	0
PAYROLL - 2021-12-09	12/9/2021	187315		0		\$2374.52	0
PAYROLL - 2021-12-09	12/9/2021	187316		0		\$7370.19	0
PAYROLL - 2021-12-09	12/9/2021	187317		0		\$4228.60	0
PAYROLL - 2021-12-09	12/9/2021	187318		0		\$4516.08	0
PAYROLL - 2021-12-09	12/9/2021	187319		0		\$1700.48	0
PAYROLL - 2021-12-09	12/9/2021	187320		0		\$3347.73	0
PAYROLL - 2021-12-09	12/9/2021	187321		0		\$2599.14	0
PAYROLL - 2021-12-09	12/9/2021	187322		0		\$4756.38	0
PAYROLL - 2021-12-09	12/9/2021	187323		0		\$3309.87	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187324		0		\$3586.98	0
PAYROLL - 2021-12-09	12/9/2021	187325		0		\$1189.35	0
PAYROLL - 2021-12-09	12/9/2021	187326		0		\$2656.90	0
PAYROLL - 2021-12-09	12/9/2021	187327		0		\$4074.26	0
PAYROLL - 2021-12-09	12/9/2021	187328		0		\$3261.30	0
PAYROLL - 2021-12-09	12/9/2021	187329		0		\$3549.69	0
PAYROLL - 2021-12-09	12/9/2021	187330		0		\$3142.00	0
PAYROLL - 2021-12-09	12/9/2021	187331		0		\$2961.15	0
PAYROLL - 2021-12-09	12/9/2021	187332		0		\$1330.66	0
PAYROLL - 2021-12-09	12/9/2021	187333		0		\$5431.41	0
PAYROLL - 2021-12-09	12/9/2021	187334		0		\$3746.46	0
PAYROLL - 2021-12-09	12/9/2021	187335		0		\$1715.12	0
PAYROLL - 2021-12-09	12/9/2021	187336		0		\$1722.50	0
PAYROLL - 2021-12-09	12/9/2021	187337		0		\$4151.88	0
PAYROLL - 2021-12-09	12/9/2021	187338		0		\$1624.87	0
PAYROLL - 2021-12-09	12/9/2021	187339		0		\$2725.94	0
PAYROLL - 2021-12-09	12/9/2021	187340		0		\$964.64	0
PAYROLL - 2021-12-09	12/9/2021	187341		0		\$4480.12	0
PAYROLL - 2021-12-09	12/9/2021	187342		0		\$1953.70	0
PAYROLL - 2021-12-09	12/9/2021	187343		0		\$7394.17	0
PAYROLL - 2021-12-09	12/9/2021	187344		0		\$3146.89	0
PAYROLL - 2021-12-09	12/9/2021	187345		0		\$2149.32	0
PAYROLL - 2021-12-09	12/9/2021	187346		0		\$2029.67	0
PAYROLL - 2021-12-09	12/9/2021	187347		0		\$1660.11	0
PAYROLL - 2021-12-09	12/9/2021	187348		0		\$2963.51	0
PAYROLL - 2021-12-09	12/9/2021	187349		0		\$4446.15	0
PAYROLL - 2021-12-09	12/9/2021	187350		0		\$2480.74	0
PAYROLL - 2021-12-09	12/9/2021	187351		0		\$4097.05	0
PAYROLL - 2021-12-09	12/9/2021	187352		0		\$4711.74	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187353		0		\$2870.23	0
PAYROLL - 2021-12-09	12/9/2021	187354		0		\$4107.61	0
PAYROLL - 2021-12-09	12/9/2021	187355		0		\$1484.93	0
PAYROLL - 2021-12-09	12/9/2021	187356		0		\$3881.81	0
PAYROLL - 2021-12-09	12/9/2021	187357		0		\$1810.91	0
PAYROLL - 2021-12-09	12/9/2021	187358		0		\$2591.33	0
PAYROLL - 2021-12-09	12/9/2021	187359		0		\$1758.25	0
PAYROLL - 2021-12-09	12/9/2021	187360		0		\$1527.41	0
PAYROLL - 2021-12-09	12/9/2021	187361		0		\$3766.40	0
PAYROLL - 2021-12-09	12/9/2021	187362		0		\$3661.00	0
PAYROLL - 2021-12-09	12/9/2021	187363		0		\$3944.15	0
PAYROLL - 2021-12-09	12/9/2021	187364		0		\$3927.48	0
PAYROLL - 2021-12-09	12/9/2021	187365		0		\$4003.29	0
PAYROLL - 2021-12-09	12/9/2021	187366		0		\$3356.58	0
PAYROLL - 2021-12-09	12/9/2021	187367		0		\$2521.52	0
PAYROLL - 2021-12-09	12/9/2021	187368		0		\$3917.54	0
PAYROLL - 2021-12-09	12/9/2021	187369		0		\$1766.07	0
PAYROLL - 2021-12-09	12/9/2021	187370		0		\$3576.60	0
PAYROLL - 2021-12-09	12/9/2021	187371		0		\$2898.17	0
PAYROLL - 2021-12-09	12/9/2021	187372		0		\$1341.12	0
PAYROLL - 2021-12-09	12/9/2021	187373		0		\$3514.94	0
PAYROLL - 2021-12-09	12/9/2021	187374		0		\$3916.74	0
PAYROLL - 2021-12-09	12/9/2021	187375		0		\$3363.17	0
PAYROLL - 2021-12-09	12/9/2021	187376		0		\$1597.57	0
PAYROLL - 2021-12-09	12/9/2021	187377		0		\$3791.03	0
PAYROLL - 2021-12-09	12/9/2021	187378		0		\$2748.75	0
PAYROLL - 2021-12-09	12/9/2021	187379		0		\$2982.38	0
PAYROLL - 2021-12-09	12/9/2021	187380		0		\$2656.26	0
PAYROLL - 2021-12-09	12/9/2021	187381		0		\$1514.80	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187382		0		\$3324.16	0
PAYROLL - 2021-12-09	12/9/2021	187383		0		\$2837.27	0
PAYROLL - 2021-12-09	12/9/2021	187384		0		\$3879.75	0
PAYROLL - 2021-12-09	12/9/2021	187385		0		\$2258.60	0
PAYROLL - 2021-12-09	12/9/2021	187386		0		\$3659.10	0
PAYROLL - 2021-12-09	12/9/2021	187387		0		\$4330.39	0
PAYROLL - 2021-12-09	12/9/2021	187388		0		\$3036.39	0
PAYROLL - 2021-12-09	12/9/2021	187389		0		\$1401.08	0
PAYROLL - 2021-12-09	12/9/2021	187390		0		\$3827.54	0
PAYROLL - 2021-12-09	12/9/2021	187391		0		\$4141.39	0
PAYROLL - 2021-12-09	12/9/2021	187392		0		\$3013.99	0
PAYROLL - 2021-12-09	12/9/2021	187393		0		\$3380.83	0
PAYROLL - 2021-12-09	12/9/2021	187394		0		\$3109.36	0
PAYROLL - 2021-12-09	12/9/2021	187395		0		\$3990.55	0
PAYROLL - 2021-12-09	12/9/2021	187396		0		\$3821.52	0
PAYROLL - 2021-12-09	12/9/2021	187397		0		\$3633.08	0
PAYROLL - 2021-12-09	12/9/2021	187398		0		\$4545.30	0
PAYROLL - 2021-12-09	12/9/2021	187399		0		\$3983.37	0
PAYROLL - 2021-12-09	12/9/2021	187400		0		\$3352.95	0
PAYROLL - 2021-12-09	12/9/2021	187401		0		\$3419.27	0
PAYROLL - 2021-12-09	12/9/2021	187402		0		\$2427.69	0
PAYROLL - 2021-12-09	12/9/2021	187403		0		\$4471.08	0
PAYROLL - 2021-12-09	12/9/2021	187404		0		\$3297.19	0
PAYROLL - 2021-12-09	12/9/2021	187405		0		\$2570.74	0
PAYROLL - 2021-12-09	12/9/2021	187406		0		\$3438.52	0
PAYROLL - 2021-12-09	12/9/2021	187407		0		\$1209.81	0
PAYROLL - 2021-12-09	12/9/2021	187408		0		\$4401.47	0
PAYROLL - 2021-12-09	12/9/2021	187409		0		\$4472.07	0
PAYROLL - 2021-12-09	12/9/2021	187410		0		\$2058.87	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187411		0		\$2293.72	0
PAYROLL - 2021-12-09	12/9/2021	187412		0		\$1451.60	0
PAYROLL - 2021-12-09	12/9/2021	187413		0		\$1964.26	0
PAYROLL - 2021-12-09	12/9/2021	187414		0		\$5065.89	0
PAYROLL - 2021-12-09	12/9/2021	187415		0		\$1641.07	0
PAYROLL - 2021-12-09	12/9/2021	187416		0		\$2902.23	0
PAYROLL - 2021-12-09	12/9/2021	187417		0		\$1902.91	0
PAYROLL - 2021-12-09	12/9/2021	187418		0		\$4642.44	0
PAYROLL - 2021-12-09	12/9/2021	187419		0		\$2113.81	0
PAYROLL - 2021-12-09	12/9/2021	187420		0		\$2990.83	0
PAYROLL - 2021-12-09	12/9/2021	187421		0		\$1764.42	0
PAYROLL - 2021-12-09	12/9/2021	187422		0		\$1774.79	0
PAYROLL - 2021-12-09	12/9/2021	187423		0		\$2730.83	0
PAYROLL - 2021-12-09	12/9/2021	187424		0		\$3335.47	0
PAYROLL - 2021-12-09	12/9/2021	187425		0		\$3518.44	0
PAYROLL - 2021-12-09	12/9/2021	187426		0		\$1396.45	0
PAYROLL - 2021-12-09	12/9/2021	187427		0		\$2579.15	0
PAYROLL - 2021-12-09	12/9/2021	187428		0		\$2641.27	0
PAYROLL - 2021-12-09	12/9/2021	187429		0		\$2793.51	0
PAYROLL - 2021-12-09	12/9/2021	187430		0		\$3515.70	0
PAYROLL - 2021-12-09	12/9/2021	187431		0		\$2842.41	0
PAYROLL - 2021-12-09	12/9/2021	187432		0		\$2749.14	0
PAYROLL - 2021-12-09	12/9/2021	187433		0		\$2957.80	0
PAYROLL - 2021-12-09	12/9/2021	187434		0		\$1582.85	0
PAYROLL - 2021-12-09	12/9/2021	187435		0		\$1942.23	0
PAYROLL - 2021-12-09	12/9/2021	187436		0		\$3171.68	0
PAYROLL - 2021-12-09	12/9/2021	187437		0		\$3121.05	0
PAYROLL - 2021-12-09	12/9/2021	187438		0		\$1848.56	0
PAYROLL - 2021-12-09	12/9/2021	187439		0		\$2337.06	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187440		0		\$1433.78	0
PAYROLL - 2021-12-09	12/9/2021	187441		0		\$1960.10	0
PAYROLL - 2021-12-09	12/9/2021	187442		0		\$1688.82	0
PAYROLL - 2021-12-09	12/9/2021	187443		0		\$1166.03	0
PAYROLL - 2021-12-09	12/9/2021	187444		0		\$2340.32	0
PAYROLL - 2021-12-09	12/9/2021	187445		0		\$3633.22	0
PAYROLL - 2021-12-09	12/9/2021	187446		0		\$2527.08	0
PAYROLL - 2021-12-09	12/9/2021	187447		0		\$2704.85	0
PAYROLL - 2021-12-09	12/9/2021	187448		0		\$1145.08	0
PAYROLL - 2021-12-09	12/9/2021	187449		0		\$2828.52	0
PAYROLL - 2021-12-09	12/9/2021	187450		0		\$2531.88	0
PAYROLL - 2021-12-09	12/9/2021	187451		0		\$3357.92	0
PAYROLL - 2021-12-09	12/9/2021	187452		0		\$2766.65	0
PAYROLL - 2021-12-09	12/9/2021	187453		0		\$4089.18	0
PAYROLL - 2021-12-09	12/9/2021	187454		0		\$2067.29	0
PAYROLL - 2021-12-09	12/9/2021	187455		0		\$2700.75	0
PAYROLL - 2021-12-09	12/9/2021	187456		0		\$4296.78	0
PAYROLL - 2021-12-09	12/9/2021	187457		0		\$1516.42	0
PAYROLL - 2021-12-09	12/9/2021	187458		0		\$3611.81	0
PAYROLL - 2021-12-09	12/9/2021	187459		0		\$2347.01	0
PAYROLL - 2021-12-09	12/9/2021	187460		0		\$4042.20	0
PAYROLL - 2021-12-09	12/9/2021	187461		0		\$3575.57	0
PAYROLL - 2021-12-09	12/9/2021	187462		0		\$3567.58	0
PAYROLL - 2021-12-09	12/9/2021	187463		0		\$2545.00	0
PAYROLL - 2021-12-09	12/9/2021	187464		0		\$2453.41	0
PAYROLL - 2021-12-09	12/9/2021	187465		0		\$2065.46	0
PAYROLL - 2021-12-09	12/9/2021	187466		0		\$2689.29	0
PAYROLL - 2021-12-09	12/9/2021	187467		0		\$2212.90	0
PAYROLL - 2021-12-09	12/9/2021	187468		0		\$2834.54	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187469		0		\$490.27	0
PAYROLL - 2021-12-09	12/9/2021	187470		0		\$2168.07	0
PAYROLL - 2021-12-09	12/9/2021	187471		0		\$2122.10	0
PAYROLL - 2021-12-09	12/9/2021	187472		0		\$2275.38	0
PAYROLL - 2021-12-09	12/9/2021	187473		0		\$1648.46	0
PAYROLL - 2021-12-09	12/9/2021	187474		0		\$3314.64	0
PAYROLL - 2021-12-09	12/9/2021	187475		0		\$793.19	0
PAYROLL - 2021-12-09	12/9/2021	187476		0		\$1681.42	0
PAYROLL - 2021-12-09	12/9/2021	187477		0		\$1857.50	0
PAYROLL - 2021-12-09	12/9/2021	187478		0		\$2542.84	0
PAYROLL - 2021-12-09	12/9/2021	187479		0		\$1687.65	0
PAYROLL - 2021-12-09	12/9/2021	187480		0		\$1836.22	0
PAYROLL - 2021-12-09	12/9/2021	187481		0		\$4947.79	0
PAYROLL - 2021-12-09	12/9/2021	187482		0		\$1182.21	0
PAYROLL - 2021-12-09	12/9/2021	187483		0		\$1711.29	0
PAYROLL - 2021-12-09	12/9/2021	187484		0		\$2069.60	0
PAYROLL - 2021-12-09	12/9/2021	187485		0		\$2707.43	0
PAYROLL - 2021-12-09	12/9/2021	187486		0		\$1633.04	0
PAYROLL - 2021-12-09	12/9/2021	187487		0		\$1540.53	0
PAYROLL - 2021-12-09	12/9/2021	187488		0		\$1808.84	0
PAYROLL - 2021-12-09	12/9/2021	187489		0		\$2038.46	0
PAYROLL - 2021-12-09	12/9/2021	187490		0		\$1959.09	0
PAYROLL - 2021-12-09	12/9/2021	187491		0		\$2820.59	0
PAYROLL - 2021-12-09	12/9/2021	187492		0		\$1309.14	0
PAYROLL - 2021-12-09	12/9/2021	187493		0		\$2369.57	0
PAYROLL - 2021-12-09	12/9/2021	187494		0		\$1370.44	0
PAYROLL - 2021-12-09	12/9/2021	187495		0		\$2145.56	0
PAYROLL - 2021-12-09	12/9/2021	187496		0		\$1785.57	0
PAYROLL - 2021-12-09	12/9/2021	187497		0		\$1942.10	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187498		0		\$1875.08	0
PAYROLL - 2021-12-09	12/9/2021	187499		0		\$1695.30	0
PAYROLL - 2021-12-09	12/9/2021	187500		0		\$1496.08	0
PAYROLL - 2021-12-09	12/9/2021	187501		0		\$1820.39	0
PAYROLL - 2021-12-09	12/9/2021	187502		0		\$1594.37	0
PAYROLL - 2021-12-09	12/9/2021	187503		0		\$2122.24	0
PAYROLL - 2021-12-09	12/9/2021	187504		0		\$1287.81	0
PAYROLL - 2021-12-09	12/9/2021	187505		0		\$3246.34	0
PAYROLL - 2021-12-09	12/9/2021	187506		0		\$1669.57	0
PAYROLL - 2021-12-09	12/9/2021	187507		0		\$1779.58	0
PAYROLL - 2021-12-09	12/9/2021	187508		0		\$1513.14	0
PAYROLL - 2021-12-09	12/9/2021	187509		0		\$1552.64	0
PAYROLL - 2021-12-09	12/9/2021	187510		0		\$2550.90	0
PAYROLL - 2021-12-09	12/9/2021	187511		0		\$1765.11	0
PAYROLL - 2021-12-09	12/9/2021	187512		0		\$2682.68	0
PAYROLL - 2021-12-09	12/9/2021	187513		0		\$1714.51	0
PAYROLL - 2021-12-09	12/9/2021	187514		0		\$2458.62	0
PAYROLL - 2021-12-09	12/9/2021	187515		0		\$2624.52	0
PAYROLL - 2021-12-09	12/9/2021	187516		0		\$1798.34	0
PAYROLL - 2021-12-09	12/9/2021	187517		0		\$1792.02	0
PAYROLL - 2021-12-09	12/9/2021	187518		0		\$945.16	0
PAYROLL - 2021-12-09	12/9/2021	187519		0		\$1808.86	0
PAYROLL - 2021-12-09	12/9/2021	187520		0		\$2255.19	0
PAYROLL - 2021-12-09	12/9/2021	187521		0		\$1626.87	0
PAYROLL - 2021-12-09	12/9/2021	187522		0		\$2155.14	0
PAYROLL - 2021-12-09	12/9/2021	187523		0		\$2145.73	0
PAYROLL - 2021-12-09	12/9/2021	187524		0		\$2235.27	0
PAYROLL - 2021-12-09	12/9/2021	187525		0		\$2175.54	0
PAYROLL - 2021-12-09	12/9/2021	187526		0		\$1100.04	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187527		0		\$1398.46	0
PAYROLL - 2021-12-09	12/9/2021	187528		0		\$2573.86	0
PAYROLL - 2021-12-09	12/9/2021	187529		0		\$663.62	0
PAYROLL - 2021-12-09	12/9/2021	187530		0		\$2618.48	0
PAYROLL - 2021-12-09	12/9/2021	187531		0		\$2164.00	0
PAYROLL - 2021-12-09	12/9/2021	187532		0		\$2623.01	0
PAYROLL - 2021-12-09	12/9/2021	187533		0		\$2754.42	0
PAYROLL - 2021-12-09	12/9/2021	187534		0		\$1929.27	0
PAYROLL - 2021-12-09	12/9/2021	187535		0		\$2019.67	0
PAYROLL - 2021-12-09	12/9/2021	187536		0		\$2440.39	0
PAYROLL - 2021-12-09	12/9/2021	187537		0		\$1085.01	0
PAYROLL - 2021-12-09	12/9/2021	187538		0		\$1671.49	0
PAYROLL - 2021-12-09	12/9/2021	187539		0		\$2858.40	0
PAYROLL - 2021-12-09	12/9/2021	187540		0		\$2405.74	0
PAYROLL - 2021-12-09	12/9/2021	187541		0		\$1727.37	0
PAYROLL - 2021-12-09	12/9/2021	187542		0		\$1368.19	0
PAYROLL - 2021-12-09	12/9/2021	187543		0		\$1470.25	0
PAYROLL - 2021-12-09	12/9/2021	187544		0		\$1958.78	0
PAYROLL - 2021-12-09	12/9/2021	187545		0		\$2189.33	0
PAYROLL - 2021-12-09	12/9/2021	187546		0		\$1954.76	0
PAYROLL - 2021-12-09	12/9/2021	187547		0		\$1901.26	0
PAYROLL - 2021-12-09	12/9/2021	187548		0		\$2139.77	0
PAYROLL - 2021-12-09	12/9/2021	187549		0		\$1929.27	0
PAYROLL - 2021-12-09	12/9/2021	187550		0		\$2674.77	0
PAYROLL - 2021-12-09	12/9/2021	187551		0		\$1847.73	0
PAYROLL - 2021-12-09	12/9/2021	187552		0		\$2546.37	0
PAYROLL - 2021-12-09	12/9/2021	187553		0		\$1435.93	0
PAYROLL - 2021-12-09	12/9/2021	187554		0		\$1792.15	0
PAYROLL - 2021-12-09	12/9/2021	187555		0		\$2647.39	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187556		0		\$2211.29	0
PAYROLL - 2021-12-09	12/9/2021	187557		0		\$3694.85	0
PAYROLL - 2021-12-09	12/9/2021	187558		0		\$2251.47	0
PAYROLL - 2021-12-09	12/9/2021	187559		0		\$2183.42	0
PAYROLL - 2021-12-09	12/9/2021	187560		0		\$1936.05	0
PAYROLL - 2021-12-09	12/9/2021	187561		0		\$2750.23	0
PAYROLL - 2021-12-09	12/9/2021	187562		0		\$769.16	0
PAYROLL - 2021-12-09	12/9/2021	187563		0		\$1430.90	0
PAYROLL - 2021-12-09	12/9/2021	187564		0		\$1611.85	0
PAYROLL - 2021-12-09	12/9/2021	187565		0		\$2158.99	0
PAYROLL - 2021-12-09	12/9/2021	187566		0		\$3113.24	0
PAYROLL - 2021-12-09	12/9/2021	187567		0		\$2014.26	0
PAYROLL - 2021-12-09	12/9/2021	187568		0		\$1855.61	0
PAYROLL - 2021-12-09	12/9/2021	187569		0		\$1016.59	0
PAYROLL - 2021-12-09	12/9/2021	187570		0		\$1911.38	0
PAYROLL - 2021-12-09	12/9/2021	187571		0		\$1369.92	0
PAYROLL - 2021-12-09	12/9/2021	187572		0		\$1734.29	0
PAYROLL - 2021-12-09	12/9/2021	187573		0		\$1765.28	0
PAYROLL - 2021-12-09	12/9/2021	187574		0		\$1429.34	0
PAYROLL - 2021-12-09	12/9/2021	187575		0		\$1390.17	0
PAYROLL - 2021-12-09	12/9/2021	187576		0		\$2553.68	0
PAYROLL - 2021-12-09	12/9/2021	187577		0		\$1371.34	0
PAYROLL - 2021-12-09	12/9/2021	187578		0		\$3617.14	0
PAYROLL - 2021-12-09	12/9/2021	187579		0		\$2339.62	0
PAYROLL - 2021-12-09	12/9/2021	187580		0		\$1143.62	0
PAYROLL - 2021-12-09	12/9/2021	187581		0		\$2752.08	0
PAYROLL - 2021-12-09	12/9/2021	187582		0		\$2575.98	0
PAYROLL - 2021-12-09	12/9/2021	187583		0		\$2074.44	0
PAYROLL - 2021-12-09	12/9/2021	187584		0		\$2172.61	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187585		0		\$2716.82	0
PAYROLL - 2021-12-09	12/9/2021	187586		0		\$2906.48	0
PAYROLL - 2021-12-09	12/9/2021	187587		0		\$1720.22	0
PAYROLL - 2021-12-09	12/9/2021	187588		0		\$1594.64	0
PAYROLL - 2021-12-09	12/9/2021	187589		0		\$2524.55	0
PAYROLL - 2021-12-09	12/9/2021	187590		0		\$1771.60	0
PAYROLL - 2021-12-09	12/9/2021	187591		0		\$1300.32	0
PAYROLL - 2021-12-09	12/9/2021	187592		0		\$2248.02	0
PAYROLL - 2021-12-09	12/9/2021	187593		0		\$2711.43	0
PAYROLL - 2021-12-09	12/9/2021	187594		0		\$1014.35	0
PAYROLL - 2021-12-09	12/9/2021	187595		0		\$2900.59	0
PAYROLL - 2021-12-09	12/9/2021	187596		0		\$4155.30	0
PAYROLL - 2021-12-09	12/9/2021	187597		0		\$2343.00	0
PAYROLL - 2021-12-09	12/9/2021	187598		0		\$2342.79	0
PAYROLL - 2021-12-09	12/9/2021	187599		0		\$3236.05	0
PAYROLL - 2021-12-09	12/9/2021	187600		0		\$3396.65	0
PAYROLL - 2021-12-09	12/9/2021	187601		0		\$1309.18	0
PAYROLL - 2021-12-09	12/9/2021	187602		0		\$2655.83	0
PAYROLL - 2021-12-09	12/9/2021	187603		0		\$1725.44	0
PAYROLL - 2021-12-09	12/9/2021	187604		0		\$2778.07	0
PAYROLL - 2021-12-09	12/9/2021	187605		0		\$3125.80	0
PAYROLL - 2021-12-09	12/9/2021	187606		0		\$1062.22	0
PAYROLL - 2021-12-09	12/9/2021	187607		0		\$1666.75	0
PAYROLL - 2021-12-09	12/9/2021	187608		0		\$1851.81	0
PAYROLL - 2021-12-09	12/9/2021	187609		0		\$2117.10	0
PAYROLL - 2021-12-09	12/9/2021	187610		0		\$2911.74	0
PAYROLL - 2021-12-09	12/9/2021	187611		0		\$4332.01	0
PAYROLL - 2021-12-09	12/9/2021	187612		0		\$1965.35	0
PAYROLL - 2021-12-09	12/9/2021	187613		0		\$2367.99	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187614		0		\$1856.23	0
PAYROLL - 2021-12-09	12/9/2021	187615		0		\$3651.65	0
PAYROLL - 2021-12-09	12/9/2021	187616		0		\$1372.52	0
PAYROLL - 2021-12-09	12/9/2021	187617		0		\$2141.68	0
PAYROLL - 2021-12-09	12/9/2021	187618		0		\$2803.06	0
PAYROLL - 2021-12-09	12/9/2021	187619		0		\$644.30	0
PAYROLL - 2021-12-09	12/9/2021	187620		0		\$1112.48	0
PAYROLL - 2021-12-09	12/9/2021	187621		0		\$1714.07	0
PAYROLL - 2021-12-09	12/9/2021	187622		0		\$2432.12	0
PAYROLL - 2021-12-09	12/9/2021	187623		0		\$2296.79	0
PAYROLL - 2021-12-09	12/9/2021	187624		0		\$2952.51	0
PAYROLL - 2021-12-09	12/9/2021	187625		0		\$1664.02	0
PAYROLL - 2021-12-09	12/9/2021	187626		0		\$1742.74	0
PAYROLL - 2021-12-09	12/9/2021	187627		0		\$2728.35	0
PAYROLL - 2021-12-09	12/9/2021	187628		0		\$1704.69	0
PAYROLL - 2021-12-09	12/9/2021	187629		0		\$1926.81	0
PAYROLL - 2021-12-09	12/9/2021	187630		0		\$1020.56	0
PAYROLL - 2021-12-09	12/9/2021	187631		0		\$153.92	0
PAYROLL - 2021-12-09	12/9/2021	187632		0		\$1651.18	0
PAYROLL - 2021-12-09	12/9/2021	187633		0		\$473.10	0
PAYROLL - 2021-12-09	12/9/2021	187634		0		\$954.07	0
PAYROLL - 2021-12-09	12/9/2021	187635		0		\$598.44	0
PAYROLL - 2021-12-09	12/9/2021	187636		0		\$833.12	0
PAYROLL - 2021-12-09	12/9/2021	187637		0		\$367.00	0
PAYROLL - 2021-12-09	12/9/2021	187638		0		\$773.85	0
PAYROLL - 2021-12-09	12/9/2021	187639		0		\$81.21	0
PAYROLL - 2021-12-09	12/9/2021	187640		0		\$1653.10	0
PAYROLL - 2021-12-09	12/9/2021	187641		0		\$671.48	0
PAYROLL - 2021-12-09	12/9/2021	187642		0		\$830.38	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-09	12/9/2021	187643		0		\$1585.88	0
PAYROLL - 2021-12-09	12/9/2021	187644		0		\$2534.79	0
PAYROLL - 2021-12-09	12/9/2021	187645		0		\$1110.37	0
PAYROLL - 2021-12-09	12/9/2021	187646		0		\$722.65	0
PAYROLL - 2021-12-09	12/9/2021	187647		0		\$1653.39	0
PAYROLL - 2021-12-09	12/9/2021	187648		0		\$1067.52	0
PAYROLL - 2021-12-09	12/9/2021	187649		0		\$1839.76	0
PAYROLL - 2021-12-09	12/9/2021	187650		0		\$966.91	0
PAYROLL - 2021-12-09	12/9/2021	187651		0		\$640.40	0
PAYROLL - 2021-12-09	12/9/2021	187652		0		\$1408.29	0
PAYROLL - 2021-12-09	12/9/2021	187653		0		\$590.44	0
PAYROLL - 2021-12-09	12/9/2021	187654		0		\$562.57	0
PAYROLL - 2021-12-09	12/9/2021	187655		0		\$1509.81	0
PAYROLL - 2021-12-09	12/9/2021	187656		0		\$962.07	0
PAYROLL - 2021-12-09	12/9/2021	187657		0		\$259.25	0
PAYROLL - 2021-12-09	12/9/2021	187658		0		\$236.00	0
PAYROLL - 2021-12-09	12/9/2021	187659		0		\$14.40	0
PAYROLL - 2021-12-09	12/9/2021	187660		0		\$5939.31	0
PAYROLL - 2021-12-09	TOTALS:					\$1,268,844.50	0
PAYROLL - 2021-12-22	12/22/2021	187661		0		\$2128.79	0
PAYROLL - 2021-12-22	12/22/2021	187661		0		\$6975.00	0
PAYROLL - 2021-12-22	12/22/2021	187662		0		\$49.00	0
PAYROLL - 2021-12-22	12/22/2021	187662		0		\$968.56	0
PAYROLL - 2021-12-22	12/22/2021	187663		0		\$236.00	0
PAYROLL - 2021-12-22	12/22/2021	187663		0		\$2214.74	0
PAYROLL - 2021-12-22	12/22/2021	187664		0		\$1367.75	0
PAYROLL - 2021-12-22	12/22/2021	187664		0		\$7546.60	0
PAYROLL - 2021-12-22	12/22/2021	187665		0		\$1898.08	0
PAYROLL - 2021-12-22	12/22/2021	187665		0		\$30277.15	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187666		0		\$4229.18	0
PAYROLL - 2021-12-22	12/22/2021	187667		0		\$2244.03	0
PAYROLL - 2021-12-22	12/22/2021	187668		0		\$1422.29	0
PAYROLL - 2021-12-22	12/22/2021	187669		0		\$1995.14	0
PAYROLL - 2021-12-22	12/22/2021	187670		0		\$2368.12	0
PAYROLL - 2021-12-22	12/22/2021	187671		0		\$1265.35	0
PAYROLL - 2021-12-22	12/22/2021	187672		0		\$3890.60	0
PAYROLL - 2021-12-22	12/22/2021	187673		0		\$2223.18	0
PAYROLL - 2021-12-22	12/22/2021	187674		0		\$840.65	0
PAYROLL - 2021-12-22	12/22/2021	187675		0		\$6141.42	0
PAYROLL - 2021-12-22	12/22/2021	187676		0		\$558.37	0
PAYROLL - 2021-12-22	12/22/2021	187677		0		\$979.50	0
PAYROLL - 2021-12-22	12/22/2021	187678		0		\$3591.12	0
PAYROLL - 2021-12-22	12/22/2021	187679		0		\$1107.75	0
PAYROLL - 2021-12-22	12/22/2021	187680		0		\$948.87	0
PAYROLL - 2021-12-22	12/22/2021	187681		0		\$1002.28	0
PAYROLL - 2021-12-22	12/22/2021	187682		0		\$978.70	0
PAYROLL - 2021-12-22	12/22/2021	187683		0		\$1741.15	0
PAYROLL - 2021-12-22	12/22/2021	187684		0		\$1867.36	0
PAYROLL - 2021-12-22	12/22/2021	187685		0		\$1136.62	0
PAYROLL - 2021-12-22	12/22/2021	187686		0		\$2542.62	0
PAYROLL - 2021-12-22	12/22/2021	187687		0		\$1907.84	0
PAYROLL - 2021-12-22	12/22/2021	187688		0		\$1557.77	0
PAYROLL - 2021-12-22	12/22/2021	187689		0		\$2477.37	0
PAYROLL - 2021-12-22	12/22/2021	187690		0		\$1137.73	0
PAYROLL - 2021-12-22	12/22/2021	187691		0		\$1610.66	0
PAYROLL - 2021-12-22	12/22/2021	187692		0		\$1388.72	0
PAYROLL - 2021-12-22	12/22/2021	187693		0		\$1743.07	0
PAYROLL - 2021-12-22	12/22/2021	187694		0		\$1129.67	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187695		0		\$1588.90	0
PAYROLL - 2021-12-22	12/22/2021	187696		0		\$1516.83	0
PAYROLL - 2021-12-22	12/22/2021	187697		0		\$1336.23	0
PAYROLL - 2021-12-22	12/22/2021	187698		0		\$1912.87	0
PAYROLL - 2021-12-22	12/22/2021	187699		0		\$1112.32	0
PAYROLL - 2021-12-22	12/22/2021	187700		0		\$1787.48	0
PAYROLL - 2021-12-22	12/22/2021	187701		0		\$1727.97	0
PAYROLL - 2021-12-22	12/22/2021	187702		0		\$1689.16	0
PAYROLL - 2021-12-22	12/22/2021	187703		0		\$1596.96	0
PAYROLL - 2021-12-22	12/22/2021	187704		0		\$1143.79	0
PAYROLL - 2021-12-22	12/22/2021	187705		0		\$1679.15	0
PAYROLL - 2021-12-22	12/22/2021	187706		0		\$1623.23	0
PAYROLL - 2021-12-22	12/22/2021	187707		0		\$1887.08	0
PAYROLL - 2021-12-22	12/22/2021	187708		0		\$2187.05	0
PAYROLL - 2021-12-22	12/22/2021	187709		0		\$2006.57	0
PAYROLL - 2021-12-22	12/22/2021	187710		0		\$1384.15	0
PAYROLL - 2021-12-22	12/22/2021	187711		0		\$2022.46	0
PAYROLL - 2021-12-22	12/22/2021	187712		0		\$4208.35	0
PAYROLL - 2021-12-22	12/22/2021	187713		0		\$2314.76	0
PAYROLL - 2021-12-22	12/22/2021	187714		0		\$2311.31	0
PAYROLL - 2021-12-22	12/22/2021	187715		0		\$4228.18	0
PAYROLL - 2021-12-22	12/22/2021	187716		0		\$1392.21	0
PAYROLL - 2021-12-22	12/22/2021	187717		0		\$1321.15	0
PAYROLL - 2021-12-22	12/22/2021	187718		0		\$1526.68	0
PAYROLL - 2021-12-22	12/22/2021	187719		0		\$1846.48	0
PAYROLL - 2021-12-22	12/22/2021	187720		0		\$1370.31	0
PAYROLL - 2021-12-22	12/22/2021	187721		0		\$1421.21	0
PAYROLL - 2021-12-22	12/22/2021	187722		0		\$2525.76	0
PAYROLL - 2021-12-22	12/22/2021	187723		0		\$1498.78	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187724		0		\$2334.73	0
PAYROLL - 2021-12-22	12/22/2021	187725		0		\$1339.47	0
PAYROLL - 2021-12-22	12/22/2021	187726		0		\$1321.52	0
PAYROLL - 2021-12-22	12/22/2021	187727		0		\$1477.18	0
PAYROLL - 2021-12-22	12/22/2021	187728		0		\$2000.84	0
PAYROLL - 2021-12-22	12/22/2021	187729		0		\$2140.94	0
PAYROLL - 2021-12-22	12/22/2021	187730		0		\$1897.34	0
PAYROLL - 2021-12-22	12/22/2021	187731		0		\$3082.08	0
PAYROLL - 2021-12-22	12/22/2021	187732		0		\$2269.06	0
PAYROLL - 2021-12-22	12/22/2021	187733		0		\$1602.96	0
PAYROLL - 2021-12-22	12/22/2021	187734		0		\$1415.20	0
PAYROLL - 2021-12-22	12/22/2021	187735		0		\$1152.88	0
PAYROLL - 2021-12-22	12/22/2021	187736		0		\$1927.31	0
PAYROLL - 2021-12-22	12/22/2021	187737		0		\$1540.44	0
PAYROLL - 2021-12-22	12/22/2021	187738		0		\$1531.05	0
PAYROLL - 2021-12-22	12/22/2021	187739		0		\$1752.18	0
PAYROLL - 2021-12-22	12/22/2021	187740		0		\$1739.26	0
PAYROLL - 2021-12-22	12/22/2021	187741		0		\$2153.35	0
PAYROLL - 2021-12-22	12/22/2021	187742		0		\$1672.76	0
PAYROLL - 2021-12-22	12/22/2021	187743		0		\$1801.70	0
PAYROLL - 2021-12-22	12/22/2021	187744		0		\$1403.41	0
PAYROLL - 2021-12-22	12/22/2021	187745		0		\$1821.01	0
PAYROLL - 2021-12-22	12/22/2021	187746		0		\$1823.63	0
PAYROLL - 2021-12-22	12/22/2021	187747		0		\$1.24	0
PAYROLL - 2021-12-22	12/22/2021	187748		0		\$2863.10	0
PAYROLL - 2021-12-22	12/22/2021	187749		0		\$817.97	0
PAYROLL - 2021-12-22	12/22/2021	187750		0		\$1758.26	0
PAYROLL - 2021-12-22	12/22/2021	187751		0		\$652.79	0
PAYROLL - 2021-12-22	12/22/2021	187752		0		\$1645.05	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187753		0		\$692.97	0
PAYROLL - 2021-12-22	12/22/2021	187754		0		\$1769.82	0
PAYROLL - 2021-12-22	12/22/2021	187755		0		\$1135.51	0
PAYROLL - 2021-12-22	12/22/2021	187756		0		\$397.46	0
PAYROLL - 2021-12-22	12/22/2021	187757		0		\$2084.27	0
PAYROLL - 2021-12-22	12/22/2021	187758		0		\$678.29	0
PAYROLL - 2021-12-22	12/22/2021	187759		0		\$2264.87	0
PAYROLL - 2021-12-22	12/22/2021	187760		0		\$1406.19	0
PAYROLL - 2021-12-22	12/22/2021	187761		0		\$1427.18	0
PAYROLL - 2021-12-22	12/22/2021	187762		0		\$3810.05	0
PAYROLL - 2021-12-22	12/22/2021	187763		0		\$758.56	0
PAYROLL - 2021-12-22	12/22/2021	187764		0		\$669.96	0
PAYROLL - 2021-12-22	12/22/2021	187765		0		\$1453.84	0
PAYROLL - 2021-12-22	12/22/2021	187766		0		\$2218.99	0
PAYROLL - 2021-12-22	12/22/2021	187767		0		\$2566.25	0
PAYROLL - 2021-12-22	12/22/2021	187768		0		\$1652.39	0
PAYROLL - 2021-12-22	12/22/2021	187769		0		\$1906.86	0
PAYROLL - 2021-12-22	12/22/2021	187770		0		\$1887.64	0
PAYROLL - 2021-12-22	12/22/2021	187771		0		\$1886.50	0
PAYROLL - 2021-12-22	12/22/2021	187772		0		\$2044.02	0
PAYROLL - 2021-12-22	12/22/2021	187773		0		\$2137.40	0
PAYROLL - 2021-12-22	12/22/2021	187774		0		\$2897.79	0
PAYROLL - 2021-12-22	12/22/2021	187775		0		\$1581.33	0
PAYROLL - 2021-12-22	12/22/2021	187776		0		\$2060.24	0
PAYROLL - 2021-12-22	12/22/2021	187777		0		\$1647.54	0
PAYROLL - 2021-12-22	12/22/2021	187778		0		\$1728.45	0
PAYROLL - 2021-12-22	12/22/2021	187779		0		\$1682.86	0
PAYROLL - 2021-12-22	12/22/2021	187780		0		\$1913.06	0
PAYROLL - 2021-12-22	12/22/2021	187781		0		\$2182.01	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187782		0		\$1764.50	0
PAYROLL - 2021-12-22	12/22/2021	187783		0		\$1854.12	0
PAYROLL - 2021-12-22	12/22/2021	187784		0		\$1799.51	0
PAYROLL - 2021-12-22	12/22/2021	187785		0		\$2036.85	0
PAYROLL - 2021-12-22	12/22/2021	187786		0		\$1847.73	0
PAYROLL - 2021-12-22	12/22/2021	187787		0		\$1948.71	0
PAYROLL - 2021-12-22	12/22/2021	187788		0		\$1663.39	0
PAYROLL - 2021-12-22	12/22/2021	187789		0		\$1880.35	0
PAYROLL - 2021-12-22	12/22/2021	187790		0		\$1387.81	0
PAYROLL - 2021-12-22	12/22/2021	187791		0		\$1636.33	0
PAYROLL - 2021-12-22	12/22/2021	187792		0		\$1776.63	0
PAYROLL - 2021-12-22	12/22/2021	187793		0		\$1594.95	0
PAYROLL - 2021-12-22	12/22/2021	187794		0		\$1851.33	0
PAYROLL - 2021-12-22	12/22/2021	187795		0		\$1885.83	0
PAYROLL - 2021-12-22	12/22/2021	187796		0		\$3244.38	0
PAYROLL - 2021-12-22	12/22/2021	187797		0		\$1598.24	0
PAYROLL - 2021-12-22	12/22/2021	187798		0		\$1864.17	0
PAYROLL - 2021-12-22	12/22/2021	187799		0		\$5956.95	0
PAYROLL - 2021-12-22	12/22/2021	187800		0		\$3448.82	0
PAYROLL - 2021-12-22	12/22/2021	187801		0		\$2334.70	0
PAYROLL - 2021-12-22	12/22/2021	187802		0		\$2499.73	0
PAYROLL - 2021-12-22	12/22/2021	187803		0		\$3276.61	0
PAYROLL - 2021-12-22	12/22/2021	187804		0		\$2960.89	0
PAYROLL - 2021-12-22	12/22/2021	187805		0		\$3536.31	0
PAYROLL - 2021-12-22	12/22/2021	187806		0		\$3029.47	0
PAYROLL - 2021-12-22	12/22/2021	187807		0		\$4077.50	0
PAYROLL - 2021-12-22	12/22/2021	187808		0		\$3360.66	0
PAYROLL - 2021-12-22	12/22/2021	187809		0		\$2508.20	0
PAYROLL - 2021-12-22	12/22/2021	187810		0		\$2480.65	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187811		0		\$3406.31	0
PAYROLL - 2021-12-22	12/22/2021	187812		0		\$4286.24	0
PAYROLL - 2021-12-22	12/22/2021	187813		0		\$2952.29	0
PAYROLL - 2021-12-22	12/22/2021	187814		0		\$2618.50	0
PAYROLL - 2021-12-22	12/22/2021	187815		0		\$3292.12	0
PAYROLL - 2021-12-22	12/22/2021	187816		0		\$3471.41	0
PAYROLL - 2021-12-22	12/22/2021	187817		0		\$4575.42	0
PAYROLL - 2021-12-22	12/22/2021	187818		0		\$3483.13	0
PAYROLL - 2021-12-22	12/22/2021	187819		0		\$2869.30	0
PAYROLL - 2021-12-22	12/22/2021	187820		0		\$3076.94	0
PAYROLL - 2021-12-22	12/22/2021	187821		0		\$1562.19	0
PAYROLL - 2021-12-22	12/22/2021	187822		0		\$2160.20	0
PAYROLL - 2021-12-22	12/22/2021	187823		0		\$3422.88	0
PAYROLL - 2021-12-22	12/22/2021	187824		0		\$1613.30	0
PAYROLL - 2021-12-22	12/22/2021	187825		0		\$2746.68	0
PAYROLL - 2021-12-22	12/22/2021	187826		0		\$1572.39	0
PAYROLL - 2021-12-22	12/22/2021	187827		0		\$2419.58	0
PAYROLL - 2021-12-22	12/22/2021	187828		0		\$3424.08	0
PAYROLL - 2021-12-22	12/22/2021	187829		0		\$2713.98	0
PAYROLL - 2021-12-22	12/22/2021	187830		0		\$5884.61	0
PAYROLL - 2021-12-22	12/22/2021	187831		0		\$3416.26	0
PAYROLL - 2021-12-22	12/22/2021	187832		0		\$2147.42	0
PAYROLL - 2021-12-22	12/22/2021	187833		0		\$3219.57	0
PAYROLL - 2021-12-22	12/22/2021	187834		0		\$1849.13	0
PAYROLL - 2021-12-22	12/22/2021	187835		0		\$3805.53	0
PAYROLL - 2021-12-22	12/22/2021	187836		0		\$2636.00	0
PAYROLL - 2021-12-22	12/22/2021	187837		0		\$4081.43	0
PAYROLL - 2021-12-22	12/22/2021	187838		0		\$2339.59	0
PAYROLL - 2021-12-22	12/22/2021	187839		0		\$3295.19	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187840		0		\$1453.77	0
PAYROLL - 2021-12-22	12/22/2021	187841		0		\$2085.27	0
PAYROLL - 2021-12-22	12/22/2021	187842		0		\$1976.57	0
PAYROLL - 2021-12-22	12/22/2021	187843		0		\$2098.55	0
PAYROLL - 2021-12-22	12/22/2021	187844		0		\$2964.79	0
PAYROLL - 2021-12-22	12/22/2021	187845		0		\$2039.06	0
PAYROLL - 2021-12-22	12/22/2021	187846		0		\$3036.38	0
PAYROLL - 2021-12-22	12/22/2021	187847		0		\$3335.21	0
PAYROLL - 2021-12-22	12/22/2021	187848		0		\$2852.14	0
PAYROLL - 2021-12-22	12/22/2021	187849		0		\$3623.23	0
PAYROLL - 2021-12-22	12/22/2021	187850		0		\$2848.83	0
PAYROLL - 2021-12-22	12/22/2021	187851		0		\$3467.86	0
PAYROLL - 2021-12-22	12/22/2021	187852		0		\$8026.19	0
PAYROLL - 2021-12-22	12/22/2021	187853		0		\$2324.02	0
PAYROLL - 2021-12-22	12/22/2021	187854		0		\$3219.44	0
PAYROLL - 2021-12-22	12/22/2021	187855		0		\$1699.66	0
PAYROLL - 2021-12-22	12/22/2021	187856		0		\$4086.92	0
PAYROLL - 2021-12-22	12/22/2021	187857		0		\$1990.05	0
PAYROLL - 2021-12-22	12/22/2021	187858		0		\$4508.19	0
PAYROLL - 2021-12-22	12/22/2021	187859		0		\$3743.26	0
PAYROLL - 2021-12-22	12/22/2021	187860		0		\$4454.01	0
PAYROLL - 2021-12-22	12/22/2021	187861		0		\$1163.29	0
PAYROLL - 2021-12-22	12/22/2021	187862		0		\$2007.08	0
PAYROLL - 2021-12-22	12/22/2021	187863		0		\$4121.87	0
PAYROLL - 2021-12-22	12/22/2021	187864		0		\$2438.52	0
PAYROLL - 2021-12-22	12/22/2021	187865		0		\$3065.35	0
PAYROLL - 2021-12-22	12/22/2021	187866		0		\$2778.43	0
PAYROLL - 2021-12-22	12/22/2021	187867		0		\$2640.82	0
PAYROLL - 2021-12-22	12/22/2021	187868		0		\$1335.52	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187869		0		\$6249.20	0
PAYROLL - 2021-12-22	12/22/2021	187870		0		\$3729.60	0
PAYROLL - 2021-12-22	12/22/2021	187871		0		\$1656.56	0
PAYROLL - 2021-12-22	12/22/2021	187872		0		\$1727.16	0
PAYROLL - 2021-12-22	12/22/2021	187873		0		\$3893.50	0
PAYROLL - 2021-12-22	12/22/2021	187874		0		\$1630.99	0
PAYROLL - 2021-12-22	12/22/2021	187875		0		\$3236.36	0
PAYROLL - 2021-12-22	12/22/2021	187876		0		\$919.44	0
PAYROLL - 2021-12-22	12/22/2021	187877		0		\$4493.73	0
PAYROLL - 2021-12-22	12/22/2021	187878		0		\$1953.76	0
PAYROLL - 2021-12-22	12/22/2021	187879		0		\$3509.04	0
PAYROLL - 2021-12-22	12/22/2021	187880		0		\$3636.32	0
PAYROLL - 2021-12-22	12/22/2021	187881		0		\$2377.44	0
PAYROLL - 2021-12-22	12/22/2021	187882		0		\$2180.16	0
PAYROLL - 2021-12-22	12/22/2021	187883		0		\$1659.67	0
PAYROLL - 2021-12-22	12/22/2021	187884		0		\$3059.28	0
PAYROLL - 2021-12-22	12/22/2021	187885		0		\$4680.54	0
PAYROLL - 2021-12-22	12/22/2021	187886		0		\$3081.34	0
PAYROLL - 2021-12-22	12/22/2021	187887		0		\$2851.33	0
PAYROLL - 2021-12-22	12/22/2021	187888		0		\$3819.02	0
PAYROLL - 2021-12-22	12/22/2021	187889		0		\$2705.09	0
PAYROLL - 2021-12-22	12/22/2021	187890		0		\$3857.55	0
PAYROLL - 2021-12-22	12/22/2021	187891		0		\$1411.75	0
PAYROLL - 2021-12-22	12/22/2021	187892		0		\$2838.95	0
PAYROLL - 2021-12-22	12/22/2021	187893		0		\$1812.62	0
PAYROLL - 2021-12-22	12/22/2021	187894		0		\$2747.75	0
PAYROLL - 2021-12-22	12/22/2021	187895		0		\$1571.82	0
PAYROLL - 2021-12-22	12/22/2021	187896		0		\$1528.36	0
PAYROLL - 2021-12-22	12/22/2021	187897		0		\$2645.61	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187898		0		\$2805.79	0
PAYROLL - 2021-12-22	12/22/2021	187899		0		\$2842.48	0
PAYROLL - 2021-12-22	12/22/2021	187900		0		\$3451.45	0
PAYROLL - 2021-12-22	12/22/2021	187901		0		\$4761.34	0
PAYROLL - 2021-12-22	12/22/2021	187902		0		\$3370.08	0
PAYROLL - 2021-12-22	12/22/2021	187903		0		\$3137.04	0
PAYROLL - 2021-12-22	12/22/2021	187904		0		\$2932.57	0
PAYROLL - 2021-12-22	12/22/2021	187905		0		\$1765.37	0
PAYROLL - 2021-12-22	12/22/2021	187906		0		\$1812.00	0
PAYROLL - 2021-12-22	12/22/2021	187907		0		\$2958.94	0
PAYROLL - 2021-12-22	12/22/2021	187908		0		\$1341.35	0
PAYROLL - 2021-12-22	12/22/2021	187909		0		\$2176.88	0
PAYROLL - 2021-12-22	12/22/2021	187910		0		\$2824.52	0
PAYROLL - 2021-12-22	12/22/2021	187911		0		\$3679.46	0
PAYROLL - 2021-12-22	12/22/2021	187912		0		\$1329.18	0
PAYROLL - 2021-12-22	12/22/2021	187913		0		\$2727.40	0
PAYROLL - 2021-12-22	12/22/2021	187914		0		\$3196.92	0
PAYROLL - 2021-12-22	12/22/2021	187915		0		\$2768.77	0
PAYROLL - 2021-12-22	12/22/2021	187916		0		\$1750.68	0
PAYROLL - 2021-12-22	12/22/2021	187917		0		\$1429.36	0
PAYROLL - 2021-12-22	12/22/2021	187918		0		\$3742.40	0
PAYROLL - 2021-12-22	12/22/2021	187919		0		\$2988.82	0
PAYROLL - 2021-12-22	12/22/2021	187920		0		\$3441.08	0
PAYROLL - 2021-12-22	12/22/2021	187921		0		\$2412.97	0
PAYROLL - 2021-12-22	12/22/2021	187922		0		\$2663.10	0
PAYROLL - 2021-12-22	12/22/2021	187923		0		\$4242.52	0
PAYROLL - 2021-12-22	12/22/2021	187924		0		\$3118.44	0
PAYROLL - 2021-12-22	12/22/2021	187925		0		\$1329.87	0
PAYROLL - 2021-12-22	12/22/2021	187926		0		\$3001.70	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187927		0		\$4816.67	0
PAYROLL - 2021-12-22	12/22/2021	187928		0		\$2914.03	0
PAYROLL - 2021-12-22	12/22/2021	187929		0		\$3678.65	0
PAYROLL - 2021-12-22	12/22/2021	187930		0		\$2527.76	0
PAYROLL - 2021-12-22	12/22/2021	187931		0		\$3498.23	0
PAYROLL - 2021-12-22	12/22/2021	187932		0		\$2945.74	0
PAYROLL - 2021-12-22	12/22/2021	187933		0		\$3557.82	0
PAYROLL - 2021-12-22	12/22/2021	187934		0		\$3219.16	0
PAYROLL - 2021-12-22	12/22/2021	187935		0		\$3249.20	0
PAYROLL - 2021-12-22	12/22/2021	187936		0		\$2583.38	0
PAYROLL - 2021-12-22	12/22/2021	187937		0		\$2488.22	0
PAYROLL - 2021-12-22	12/22/2021	187938		0		\$2708.91	0
PAYROLL - 2021-12-22	12/22/2021	187939		0		\$3108.15	0
PAYROLL - 2021-12-22	12/22/2021	187940		0		\$3323.79	0
PAYROLL - 2021-12-22	12/22/2021	187941		0		\$2722.72	0
PAYROLL - 2021-12-22	12/22/2021	187942		0		\$3726.16	0
PAYROLL - 2021-12-22	12/22/2021	187943		0		\$1214.24	0
PAYROLL - 2021-12-22	12/22/2021	187944		0		\$3292.66	0
PAYROLL - 2021-12-22	12/22/2021	187945		0		\$3653.84	0
PAYROLL - 2021-12-22	12/22/2021	187946		0		\$2030.05	0
PAYROLL - 2021-12-22	12/22/2021	187947		0		\$2253.20	0
PAYROLL - 2021-12-22	12/22/2021	187948		0		\$1453.18	0
PAYROLL - 2021-12-22	12/22/2021	187949		0		\$1936.55	0
PAYROLL - 2021-12-22	12/22/2021	187950		0		\$5867.66	0
PAYROLL - 2021-12-22	12/22/2021	187951		0		\$1575.64	0
PAYROLL - 2021-12-22	12/22/2021	187952		0		\$6723.28	0
PAYROLL - 2021-12-22	12/22/2021	187953		0		\$2095.32	0
PAYROLL - 2021-12-22	12/22/2021	187954		0		\$2258.28	0
PAYROLL - 2021-12-22	12/22/2021	187955		0		\$2055.01	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187956		0		\$3101.77	0
PAYROLL - 2021-12-22	12/22/2021	187957		0		\$2687.81	0
PAYROLL - 2021-12-22	12/22/2021	187958		0		\$1715.69	0
PAYROLL - 2021-12-22	12/22/2021	187959		0		\$5761.24	0
PAYROLL - 2021-12-22	12/22/2021	187960		0		\$5811.98	0
PAYROLL - 2021-12-22	12/22/2021	187961		0		\$3315.47	0
PAYROLL - 2021-12-22	12/22/2021	187962		0		\$1548.00	0
PAYROLL - 2021-12-22	12/22/2021	187963		0		\$2576.28	0
PAYROLL - 2021-12-22	12/22/2021	187964		0		\$2572.97	0
PAYROLL - 2021-12-22	12/22/2021	187965		0		\$4076.10	0
PAYROLL - 2021-12-22	12/22/2021	187966		0		\$4198.45	0
PAYROLL - 2021-12-22	12/22/2021	187967		0		\$3698.73	0
PAYROLL - 2021-12-22	12/22/2021	187968		0		\$3344.68	0
PAYROLL - 2021-12-22	12/22/2021	187969		0		\$3213.78	0
PAYROLL - 2021-12-22	12/22/2021	187970		0		\$2514.30	0
PAYROLL - 2021-12-22	12/22/2021	187971		0		\$1900.82	0
PAYROLL - 2021-12-22	12/22/2021	187972		0		\$6283.98	0
PAYROLL - 2021-12-22	12/22/2021	187973		0		\$3307.95	0
PAYROLL - 2021-12-22	12/22/2021	187974		0		\$1911.55	0
PAYROLL - 2021-12-22	12/22/2021	187975		0		\$2737.46	0
PAYROLL - 2021-12-22	12/22/2021	187976		0		\$1573.41	0
PAYROLL - 2021-12-22	12/22/2021	187977		0		\$1964.87	0
PAYROLL - 2021-12-22	12/22/2021	187978		0		\$1946.56	0
PAYROLL - 2021-12-22	12/22/2021	187979		0		\$1157.52	0
PAYROLL - 2021-12-22	12/22/2021	187980		0		\$2481.61	0
PAYROLL - 2021-12-22	12/22/2021	187981		0		\$4303.75	0
PAYROLL - 2021-12-22	12/22/2021	187982		0		\$3503.18	0
PAYROLL - 2021-12-22	12/22/2021	187983		0		\$3486.73	0
PAYROLL - 2021-12-22	12/22/2021	187984		0		\$1214.97	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	187985		0		\$3164.30	0
PAYROLL - 2021-12-22	12/22/2021	187986		0		\$2352.84	0
PAYROLL - 2021-12-22	12/22/2021	187987		0		\$3820.14	0
PAYROLL - 2021-12-22	12/22/2021	187988		0		\$2889.44	0
PAYROLL - 2021-12-22	12/22/2021	187989		0		\$6562.18	0
PAYROLL - 2021-12-22	12/22/2021	187990		0		\$2068.87	0
PAYROLL - 2021-12-22	12/22/2021	187991		0		\$2733.19	0
PAYROLL - 2021-12-22	12/22/2021	187992		0		\$4230.61	0
PAYROLL - 2021-12-22	12/22/2021	187993		0		\$1517.67	0
PAYROLL - 2021-12-22	12/22/2021	187994		0		\$4468.47	0
PAYROLL - 2021-12-22	12/22/2021	187995		0		\$2574.22	0
PAYROLL - 2021-12-22	12/22/2021	187996		0		\$3775.58	0
PAYROLL - 2021-12-22	12/22/2021	187997		0		\$3542.20	0
PAYROLL - 2021-12-22	12/22/2021	187998		0		\$5972.68	0
PAYROLL - 2021-12-22	12/22/2021	187999		0		\$2537.82	0
PAYROLL - 2021-12-22	12/22/2021	188000		0		\$2443.21	0
PAYROLL - 2021-12-22	12/22/2021	188001		0		\$1956.71	0
PAYROLL - 2021-12-22	12/22/2021	188002		0		\$2683.16	0
PAYROLL - 2021-12-22	12/22/2021	188003		0		\$2197.31	0
PAYROLL - 2021-12-22	12/22/2021	188004		0		\$2722.55	0
PAYROLL - 2021-12-22	12/22/2021	188005		0		\$474.26	0
PAYROLL - 2021-12-22	12/22/2021	188006		0		\$2170.79	0
PAYROLL - 2021-12-22	12/22/2021	188007		0		\$2122.32	0
PAYROLL - 2021-12-22	12/22/2021	188008		0		\$2277.08	0
PAYROLL - 2021-12-22	12/22/2021	188009		0		\$1657.70	0
PAYROLL - 2021-12-22	12/22/2021	188010		0		\$7510.98	0
PAYROLL - 2021-12-22	12/22/2021	188011		0		\$774.35	0
PAYROLL - 2021-12-22	12/22/2021	188012		0		\$1630.77	0
PAYROLL - 2021-12-22	12/22/2021	188013		0		\$1864.53	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188014		0		\$2522.50	0
PAYROLL - 2021-12-22	12/22/2021	188015		0		\$1689.83	0
PAYROLL - 2021-12-22	12/22/2021	188016		0		\$1836.19	0
PAYROLL - 2021-12-22	12/22/2021	188017		0		\$4677.86	0
PAYROLL - 2021-12-22	12/22/2021	188018		0		\$1168.92	0
PAYROLL - 2021-12-22	12/22/2021	188019		0		\$1694.10	0
PAYROLL - 2021-12-22	12/22/2021	188020		0		\$2076.90	0
PAYROLL - 2021-12-22	12/22/2021	188021		0		\$2701.18	0
PAYROLL - 2021-12-22	12/22/2021	188022		0		\$1642.38	0
PAYROLL - 2021-12-22	12/22/2021	188023		0		\$1525.29	0
PAYROLL - 2021-12-22	12/22/2021	188024		0		\$1815.47	0
PAYROLL - 2021-12-22	12/22/2021	188025		0		\$1814.80	0
PAYROLL - 2021-12-22	12/22/2021	188026		0		\$2044.13	0
PAYROLL - 2021-12-22	12/22/2021	188027		0		\$1948.72	0
PAYROLL - 2021-12-22	12/22/2021	188028		0		\$1302.01	0
PAYROLL - 2021-12-22	12/22/2021	188029		0		\$2332.86	0
PAYROLL - 2021-12-22	12/22/2021	188030		0		\$1436.65	0
PAYROLL - 2021-12-22	12/22/2021	188031		0		\$1686.73	0
PAYROLL - 2021-12-22	12/22/2021	188032		0		\$1778.88	0
PAYROLL - 2021-12-22	12/22/2021	188033		0		\$1995.24	0
PAYROLL - 2021-12-22	12/22/2021	188034		0		\$1939.66	0
PAYROLL - 2021-12-22	12/22/2021	188035		0		\$1739.14	0
PAYROLL - 2021-12-22	12/22/2021	188036		0		\$1472.79	0
PAYROLL - 2021-12-22	12/22/2021	188037		0		\$2034.37	0
PAYROLL - 2021-12-22	12/22/2021	188038		0		\$1610.95	0
PAYROLL - 2021-12-22	12/22/2021	188039		0		\$2033.45	0
PAYROLL - 2021-12-22	12/22/2021	188040		0		\$1294.31	0
PAYROLL - 2021-12-22	12/22/2021	188041		0		\$2756.30	0
PAYROLL - 2021-12-22	12/22/2021	188042		0		\$1621.24	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188043		0		\$1891.72	0
PAYROLL - 2021-12-22	12/22/2021	188044		0		\$1582.62	0
PAYROLL - 2021-12-22	12/22/2021	188045		0		\$1537.69	0
PAYROLL - 2021-12-22	12/22/2021	188046		0		\$1855.50	0
PAYROLL - 2021-12-22	12/22/2021	188047		0		\$1799.81	0
PAYROLL - 2021-12-22	12/22/2021	188048		0		\$1797.22	0
PAYROLL - 2021-12-22	12/22/2021	188049		0		\$1795.54	0
PAYROLL - 2021-12-22	12/22/2021	188050		0		\$2074.35	0
PAYROLL - 2021-12-22	12/22/2021	188051		0		\$1684.11	0
PAYROLL - 2021-12-22	12/22/2021	188052		0		\$1844.21	0
PAYROLL - 2021-12-22	12/22/2021	188053		0		\$1763.65	0
PAYROLL - 2021-12-22	12/22/2021	188054		0		\$873.52	0
PAYROLL - 2021-12-22	12/22/2021	188055		0		\$1991.81	0
PAYROLL - 2021-12-22	12/22/2021	188056		0		\$1771.34	0
PAYROLL - 2021-12-22	12/22/2021	188057		0		\$1708.04	0
PAYROLL - 2021-12-22	12/22/2021	188058		0		\$1605.68	0
PAYROLL - 2021-12-22	12/22/2021	188059		0		\$1692.75	0
PAYROLL - 2021-12-22	12/22/2021	188060		0		\$1829.90	0
PAYROLL - 2021-12-22	12/22/2021	188061		0		\$1961.53	0
PAYROLL - 2021-12-22	12/22/2021	188062		0		\$1084.09	0
PAYROLL - 2021-12-22	12/22/2021	188063		0		\$1422.20	0
PAYROLL - 2021-12-22	12/22/2021	188064		0		\$1907.43	0
PAYROLL - 2021-12-22	12/22/2021	188065		0		\$665.34	0
PAYROLL - 2021-12-22	12/22/2021	188066		0		\$1877.86	0
PAYROLL - 2021-12-22	12/22/2021	188067		0		\$1768.72	0
PAYROLL - 2021-12-22	12/22/2021	188068		0		\$1820.80	0
PAYROLL - 2021-12-22	12/22/2021	188069		0		\$2150.90	0
PAYROLL - 2021-12-22	12/22/2021	188070		0		\$1928.16	0
PAYROLL - 2021-12-22	12/22/2021	188071		0		\$1557.70	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188072		0		\$1973.11	0
PAYROLL - 2021-12-22	12/22/2021	188073		0		\$985.76	0
PAYROLL - 2021-12-22	12/22/2021	188074		0		\$1402.34	0
PAYROLL - 2021-12-22	12/22/2021	188075		0		\$2111.26	0
PAYROLL - 2021-12-22	12/22/2021	188076		0		\$1897.00	0
PAYROLL - 2021-12-22	12/22/2021	188077		0		\$1789.30	0
PAYROLL - 2021-12-22	12/22/2021	188078		0		\$1333.16	0
PAYROLL - 2021-12-22	12/22/2021	188079		0		\$1536.81	0
PAYROLL - 2021-12-22	12/22/2021	188080		0		\$2236.08	0
PAYROLL - 2021-12-22	12/22/2021	188081		0		\$2379.52	0
PAYROLL - 2021-12-22	12/22/2021	188082		0		\$1735.57	0
PAYROLL - 2021-12-22	12/22/2021	188083		0		\$1985.37	0
PAYROLL - 2021-12-22	12/22/2021	188084		0		\$2236.54	0
PAYROLL - 2021-12-22	12/22/2021	188085		0		\$2240.47	0
PAYROLL - 2021-12-22	12/22/2021	188086		0		\$2643.18	0
PAYROLL - 2021-12-22	12/22/2021	188087		0		\$1839.12	0
PAYROLL - 2021-12-22	12/22/2021	188088		0		\$2546.52	0
PAYROLL - 2021-12-22	12/22/2021	188089		0		\$1413.46	0
PAYROLL - 2021-12-22	12/22/2021	188090		0		\$1793.07	0
PAYROLL - 2021-12-22	12/22/2021	188091		0		\$5355.20	0
PAYROLL - 2021-12-22	12/22/2021	188092		0		\$2213.16	0
PAYROLL - 2021-12-22	12/22/2021	188093		0		\$3678.10	0
PAYROLL - 2021-12-22	12/22/2021	188094		0		\$2468.97	0
PAYROLL - 2021-12-22	12/22/2021	188095		0		\$2095.77	0
PAYROLL - 2021-12-22	12/22/2021	188096		0		\$2378.39	0
PAYROLL - 2021-12-22	12/22/2021	188097		0		\$2712.47	0
PAYROLL - 2021-12-22	12/22/2021	188098		0		\$769.17	0
PAYROLL - 2021-12-22	12/22/2021	188099		0		\$1348.89	0
PAYROLL - 2021-12-22	12/22/2021	188100		0		\$1408.28	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188101		0		\$2150.14	0
PAYROLL - 2021-12-22	12/22/2021	188102		0		\$3074.70	0
PAYROLL - 2021-12-22	12/22/2021	188103		0		\$1965.96	0
PAYROLL - 2021-12-22	12/22/2021	188104		0		\$1853.67	0
PAYROLL - 2021-12-22	12/22/2021	188105		0		\$2059.17	0
PAYROLL - 2021-12-22	12/22/2021	188106		0		\$1725.62	0
PAYROLL - 2021-12-22	12/22/2021	188107		0		\$1365.99	0
PAYROLL - 2021-12-22	12/22/2021	188108		0		\$1708.96	0
PAYROLL - 2021-12-22	12/22/2021	188109		0		\$1722.08	0
PAYROLL - 2021-12-22	12/22/2021	188110		0		\$1430.19	0
PAYROLL - 2021-12-22	12/22/2021	188111		0		\$1392.35	0
PAYROLL - 2021-12-22	12/22/2021	188112		0		\$2529.92	0
PAYROLL - 2021-12-22	12/22/2021	188113		0		\$1351.15	0
PAYROLL - 2021-12-22	12/22/2021	188114		0		\$3144.99	0
PAYROLL - 2021-12-22	12/22/2021	188115		0		\$2373.95	0
PAYROLL - 2021-12-22	12/22/2021	188116		0		\$1142.21	0
PAYROLL - 2021-12-22	12/22/2021	188117		0		\$2694.90	0
PAYROLL - 2021-12-22	12/22/2021	188118		0		\$2870.51	0
PAYROLL - 2021-12-22	12/22/2021	188119		0		\$2368.00	0
PAYROLL - 2021-12-22	12/22/2021	188120		0		\$2154.75	0
PAYROLL - 2021-12-22	12/22/2021	188121		0		\$2691.41	0
PAYROLL - 2021-12-22	12/22/2021	188122		0		\$3740.14	0
PAYROLL - 2021-12-22	12/22/2021	188123		0		\$1728.98	0
PAYROLL - 2021-12-22	12/22/2021	188124		0		\$1608.50	0
PAYROLL - 2021-12-22	12/22/2021	188125		0		\$2371.90	0
PAYROLL - 2021-12-22	12/22/2021	188126		0		\$1633.25	0
PAYROLL - 2021-12-22	12/22/2021	188127		0		\$1301.08	0
PAYROLL - 2021-12-22	12/22/2021	188128		0		\$2753.03	0
PAYROLL - 2021-12-22	12/22/2021	188129		0		\$2019.01	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188130		0		\$3452.91	0
PAYROLL - 2021-12-22	12/22/2021	188131		0		\$4025.57	0
PAYROLL - 2021-12-22	12/22/2021	188132		0		\$3101.39	0
PAYROLL - 2021-12-22	12/22/2021	188133		0		\$2601.34	0
PAYROLL - 2021-12-22	12/22/2021	188134		0		\$3466.17	0
PAYROLL - 2021-12-22	12/22/2021	188135		0		\$2372.17	0
PAYROLL - 2021-12-22	12/22/2021	188136		0		\$1752.70	0
PAYROLL - 2021-12-22	12/22/2021	188137		0		\$2627.90	0
PAYROLL - 2021-12-22	12/22/2021	188138		0		\$1688.20	0
PAYROLL - 2021-12-22	12/22/2021	188139		0		\$2956.17	0
PAYROLL - 2021-12-22	12/22/2021	188140		0		\$3011.56	0
PAYROLL - 2021-12-22	12/22/2021	188141		0		\$1143.58	0
PAYROLL - 2021-12-22	12/22/2021	188142		0		\$1653.30	0
PAYROLL - 2021-12-22	12/22/2021	188143		0		\$1930.18	0
PAYROLL - 2021-12-22	12/22/2021	188144		0		\$3010.18	0
PAYROLL - 2021-12-22	12/22/2021	188145		0		\$2539.81	0
PAYROLL - 2021-12-22	12/22/2021	188146		0		\$3544.06	0
PAYROLL - 2021-12-22	12/22/2021	188147		0		\$1932.32	0
PAYROLL - 2021-12-22	12/22/2021	188148		0		\$2416.38	0
PAYROLL - 2021-12-22	12/22/2021	188149		0		\$2369.10	0
PAYROLL - 2021-12-22	12/22/2021	188150		0		\$4193.89	0
PAYROLL - 2021-12-22	12/22/2021	188151		0		\$1284.12	0
PAYROLL - 2021-12-22	12/22/2021	188152		0		\$1637.28	0
PAYROLL - 2021-12-22	12/22/2021	188153		0		\$3945.99	0
PAYROLL - 2021-12-22	12/22/2021	188154		0		\$773.60	0
PAYROLL - 2021-12-22	12/22/2021	188155		0		\$1924.57	0
PAYROLL - 2021-12-22	12/22/2021	188156		0		\$1692.73	0
PAYROLL - 2021-12-22	12/22/2021	188157		0		\$1347.10	0
PAYROLL - 2021-12-22	12/22/2021	188158		0		\$2491.19	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188159		0		\$2653.84	0
PAYROLL - 2021-12-22	12/22/2021	188160		0		\$2791.23	0
PAYROLL - 2021-12-22	12/22/2021	188161		0		\$1682.92	0
PAYROLL - 2021-12-22	12/22/2021	188162		0		\$1688.95	0
PAYROLL - 2021-12-22	12/22/2021	188163		0		\$2700.98	0
PAYROLL - 2021-12-22	12/22/2021	188164		0		\$1682.45	0
PAYROLL - 2021-12-22	12/22/2021	188165		0		\$1823.38	0
PAYROLL - 2021-12-22	12/22/2021	188166		0		\$1055.22	0
PAYROLL - 2021-12-22	12/22/2021	188167		0		\$69.20	0
PAYROLL - 2021-12-22	12/22/2021	188168		0		\$1605.24	0
PAYROLL - 2021-12-22	12/22/2021	188169		0		\$474.84	0
PAYROLL - 2021-12-22	12/22/2021	188170		0		\$940.61	0
PAYROLL - 2021-12-22	12/22/2021	188171		0		\$213.42	0
PAYROLL - 2021-12-22	12/22/2021	188172		0		\$827.34	0
PAYROLL - 2021-12-22	12/22/2021	188173		0		\$183.49	0
PAYROLL - 2021-12-22	12/22/2021	188174		0		\$739.49	0
PAYROLL - 2021-12-22	12/22/2021	188175		0		\$416.20	0
PAYROLL - 2021-12-22	12/22/2021	188176		0		\$1639.15	0
PAYROLL - 2021-12-22	12/22/2021	188177		0		\$689.72	0
PAYROLL - 2021-12-22	12/22/2021	188178		0		\$829.82	0
PAYROLL - 2021-12-22	12/22/2021	188179		0		\$1542.55	0
PAYROLL - 2021-12-22	12/22/2021	188180		0		\$2527.71	0
PAYROLL - 2021-12-22	12/22/2021	188181		0		\$1065.49	0
PAYROLL - 2021-12-22	12/22/2021	188182		0		\$683.54	0
PAYROLL - 2021-12-22	12/22/2021	188183		0		\$1656.29	0
PAYROLL - 2021-12-22	12/22/2021	188184		0		\$949.84	0
PAYROLL - 2021-12-22	12/22/2021	188185		0		\$1740.76	0
PAYROLL - 2021-12-22	12/22/2021	188186		0		\$896.07	0
PAYROLL - 2021-12-22	12/22/2021	188187		0		\$637.74	0

Payroll Direct Deposits / Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-12-22	12/22/2021	188188		0		\$1382.06	0
PAYROLL - 2021-12-22	12/22/2021	188189		0		\$550.09	0
PAYROLL - 2021-12-22	12/22/2021	188190		0		\$328.69	0
PAYROLL - 2021-12-22	12/22/2021	188191		0		\$489.16	0
PAYROLL - 2021-12-22	12/22/2021	188192		0		\$1480.01	0
PAYROLL - 2021-12-22	12/22/2021	188193		0		\$471.18	0
PAYROLL - 2021-12-22	12/22/2021	188194		0		\$848.71	0
PAYROLL - 2021-12-22	12/22/2021	188195		0		\$324.64	0
PAYROLL - 2021-12-22	TOTALS:					\$1,269,756.99	0
					Grand Total	\$2,538,601.49	0

Pension Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2021-12-30	12/30/2021	6023	N	0		\$912.83
PENSION - 2021-12-30	12/30/2021	6024	N	0		\$830.89
PENSION - 2021-12-30	12/30/2021	6025	N	0		\$490.82
PENSION - 2021-12-30	12/30/2021	6026	N	0		\$1187.20
PENSION - 2021-12-30	12/30/2021	6027	N	0		\$26.70
PENSION - 2021-12-30	12/30/2021	6028	N	0		\$667.20
PENSION - 2021-12-30	12/30/2021	6029	N	0		\$683.33
PENSION - 2021-12-30	12/30/2021	6030	N	0		\$1354.47
PENSION - 2021-12-30	12/30/2021	6031	N	0		\$704.84
PENSION - 2021-12-30	12/30/2021	6032	N	0		\$27.15
PENSION - 2021-12-30	12/30/2021	6033	N	0		\$748.80
PENSION - 2021-12-30	12/30/2021	6034	N	0		\$743.53
PENSION - 2021-12-30	12/30/2021	6035	N	0		\$1023.74
PENSION - 2021-12-30	12/30/2021	6036	N	0		\$1049.93
PENSION - 2021-12-30	12/30/2021	6037	N	0		\$2879.89
PENSION - 2021-12-30	12/30/2021	6038	N	0		\$1069.66
PENSION - 2021-12-30	12/30/2021	6039	N	0		\$354.39
PENSION - 2021-12-30	12/30/2021	6040	N	0		\$986.46
PENSION - 2021-12-30	12/30/2021	6041	N	0		\$949.65
PENSION - 2021-12-30	12/30/2021	6042	N	0		\$477.96
PENSION - 2021-12-30	12/30/2021	6043	N	0		\$605.02
PENSION - 2021-12-30	12/30/2021	6044	N	0		\$361.60
PENSION - 2021-12-30	12/30/2021	6045	N	0		\$274.75
PENSION - 2021-12-30	12/30/2021	6046	N	0		\$966.80
PENSION - 2021-12-30	12/30/2021	6047	N	0		\$1280.66
PENSION - 2021-12-30	12/30/2021	6048	N	0		\$872.03
PENSION - 2021-12-30	12/30/2021	6049	N	0		\$2038.68
PENSION - 2021-12-30	12/30/2021	6050	N	0		\$381.06
PENSION - 2021-12-30	12/30/2021	6051	N	0		\$745.99

Pension Checks 12/1/2021 - 12/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2021-12-30	TOTALS:					\$24,696.03
					Grand Total	\$24,696.03



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2022-14, Authorizing an Application for a SAFER Grant from the Federal Emergency Management Agency (FEMA)

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

2022-14

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-14, authorizing the City Manager to sign and execute the documents necessary to apply for a SAFER grant from the Federal Emergency Management Agency to hire additional firefighters.

Summary:

The City's Fire & Emergency Services Department provides fire suppression to the community as part of its core mission. The Federal Emergency Management Agency (FEMA) makes available a Staffing for Adequate Fire and Emergency Response (SAFER) Grant program that provides funding directly to fire departments to assist in increasing staffing levels to meet industry minimum standards, to provide adequate protection from fire and fire-related hazards, and to fulfill the traditional mission of fire departments.

This request for approval authorizes staff to submit an application to FEMA for SAFER funding to provide staffing for the future fire station in the Badger South community, as planned in the City's CIP with Council's support in preparation for the 2022 budget year. The construction and staffing of this facility is based on the City's Fire Station Deployment Model to address growth in that part of the city, coupled with response times that approach double the timeframe of most of the rest of the city.

The City was not successful in attaining grant funding for the 2022 budget year, so staff recommends re-applying for the 2023 grant funding cycle. The Badger South station's proposed project timeline and CIP implications will be reviewed by City Council in upcoming workshops, and if the decision is made to further postpone the Badger South station, the SAFER grant can be declined or the application withdrawn.

The typical formula for SAFER funding is 75% staff cost coverage in years one and two, and 35% in year three, with the City providing the balance in all three years. Last year's grant parameters provided 100% funding for all three years of the program lifecycle. It is unclear, based upon FEMA's initial guidance, whether the cost share will revert to the typical cost-share or remain at 100% coverage. If the grant is awarded, SAFER grant funds will be used to hire additional staff in 2023 to support meeting the Department's core mission of fire suppression and emergency medical services for Station 76, a municipal public safety facility to be located in the Badger South Community in South Richland.

Staff recommends adoption of Resolution No. 2022-14.

Fiscal Impact:

Grant funding would provide over \$2,000,000 over a three-year period. FEMA has not yet clarified whether there will be a cost share for this year's grant program.

Attachments:

- I. Resolution No. 2022-14

RESOLUTION NO. 2022-14

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE FEDERAL
EMERGENCY MANAGEMENT AGENCY FOR FUNDING
THROUGH THE STAFFING FOR ADEQUATE FIRE AND
EMERGENCY RESPONSE GRANT FOR ADDITIONAL FIRE &
EMERGENCY SERVICES STAFFING.**

WHEREAS, the Federal Emergency Management Agency (FEMA) provides grant funding opportunities for emergency response staffing through the Staffing for Adequate Fire and Emergency Response (SAFER) program; and

WHEREAS, the goal of SAFER is to enhance fire departments' abilities to comply with staffing, response and operational standards; and

WHEREAS, Richland Fire & Emergency Services anticipates growth in the Badger Mountain South area requiring additional staff in the next two (2) years; and

WHEREAS, the grant application period for 2022 funding closes February 4, 2022; and

WHEREAS, grant funding would provide approximately two million dollars over a three-year period to significantly offset costs associated with Fire & Emergency Services staffing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Federal Emergency Management Agency for funding through the Staffing for Adequate Fire and Emergency Response program for additional staffing.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of January, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/18/2022

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 4 - Manage our Natural Resources

Subject:

Northwest RiverPartners Federal Columbia River Power System Education Campaign (Discussion and Action)

Department:
Energy Services

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Move to authorize expenditure of up to \$165,000 of Energy Services funds to support an education campaign by Northwest RiverPartners for the Lower Snake River Dams as contemplated by Resolution No. 84-19.

Summary:

The City utilizes Northwest RiverPartners to keep informed and to focus on river issues as they relate to hydropower. Northwest RiverPartners has had preliminary success with younger generations on an initial education campaign. The timing of this education campaign is ahead of Washington Governor Inslee and Washington Senator Murray's expected July 2022 deliverable that proposes to replace the benefits of the four Lower Snake River Dams (LSRD). Governor Inslee outlined the strategy in a [December 2021 Policy Brief](#).

Northwest RiverPartners has proposed \$165k of education campaign expenses for the City and similar expenses for other regional utilities. Northwest RiverPartners outlines the timing of the education campaign through a 10-minute video available at: [2021 Northwest RiverPartners Education Campaign](#).

This information has also been presented to the Utility Advisory Committee.

Attached is a brief presentation that will be discussed along with staff's recommendation to utilize \$165k of Energy Services funds in support of the LSRD education campaign. This action is consistent with City Council Resolution No. 84-19, authorizing education of City customers and Pacific Northwest residents about the benefits of hydropower. Staff will move forward upon motion and a favorable vote by the Council on this matter.

Fiscal Impact: If authorized, \$165,000 would be used from the 2022 Energy Services fund reserves.

Attachments:

- I. 2022 LSRD Education Campaign



Lower Snake River Dams Education Campaign

Clint Whitney

Energy Services Director

January 18, 2022

AUTOMATIC GENERATION CONTROL ON FEDERAL DAMS



Automatic Generation Control allows federal hydro operators to use the lower Snake River dams to meet electricity demands minute-to-minute while using the Columbia River dams to support wind power. There are 31 federal dams in the Northwest; the 10 largest have AGC capability.

Lower Snake River Dams

Controversy

- Despite scientific evidence showing salmon declines along the entire west coast and areas without dams, the Lower Snake River Dams continue to be emotionally tagged for the decline in salmon and are associated with ongoing federal lawsuits with judicial mandates for spill.
- Congressman Simpson's \$34B Columbia Basin Initiative
- Four-State Governor Solution as a Columbia Basin Collaborative

Background – Council Resolutions

- Res No. 263 (May 1964) – expressing support for expediting Lower Snake River Dams (LSRD) for navigation benefits.
- Res No. 44-97 (June 1997) – rejecting drawdowns, removal or breaching of any Snake or Columbia River dams.
- Res No. 85-97 (October 1997) – adding to 44-97 oppositions and expressing concern with public involvement opportunities for SE WA.
- Res No. 84-19 (July 2019) – recognizing the carbon-free, renewable, low-cost energy of LSRD and authorized education of City customers and Pacific Northwest residents to the benefits of hydropower.



LSRD & City Strategic Plan

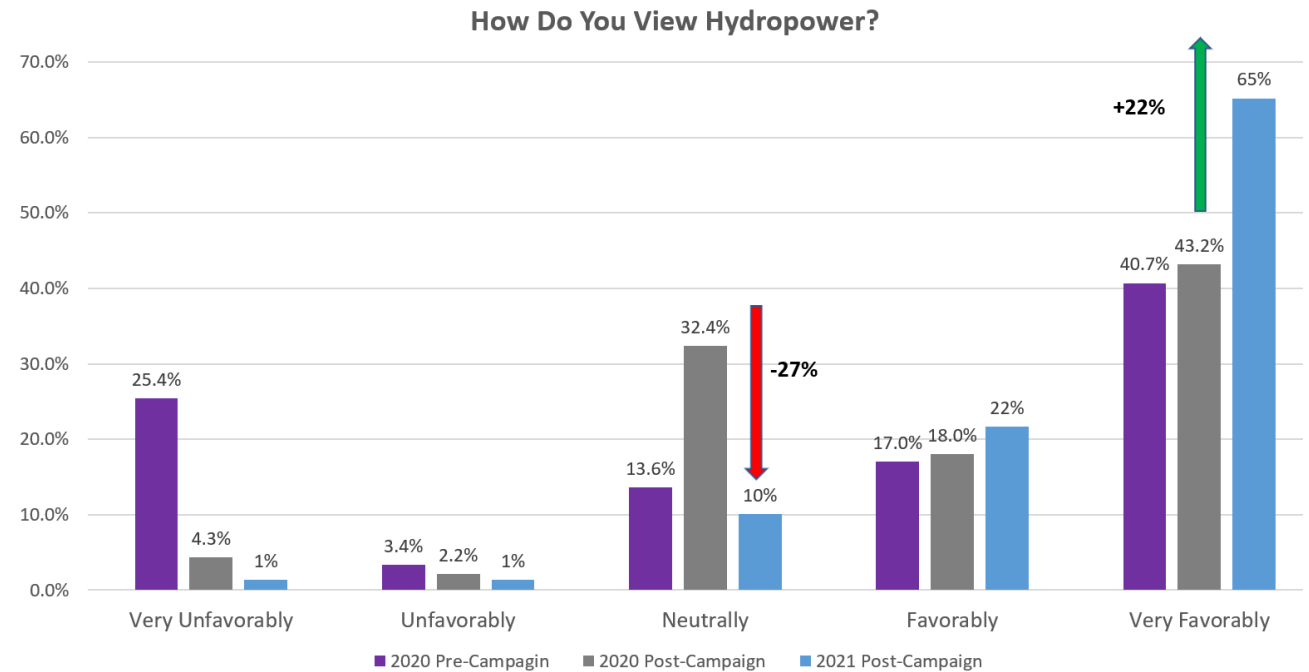
- LSRD support *Financial Stability* of electric ratepayers with energy generation costs close to \$0.015/kWH from LSRD dams.
- Low-cost energy is a competitive advantage for increasing *Economic Vitality*.
- LSRD are clean, carbon-free generation *Natural Resource* assets.
- Navigation and recreational benefits are *Community Amenities*.



Proposed Education Campaign

Our Power Is Water

- Success for Northwest RiverPartners' preliminary campaign.
- Proposed \$165k with extended education campaign through 3Q22.



Recommended Motion & Next Steps

- Staff recommends utilizing \$165k of Energy Services funds to support an education campaign by Northwest RiverPartners for the Lower Snake River Dams.